EVERETT CITY COUNCIL AGENDA
6:30 P.M., WEDNESDAY, MAY 6, 2020
CITY COUNCIL CHAMBERS

Roll Call

Approval of Minutes: April 29, 2020

Mayor's Comments:

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Public Comment

CONSENT ITEMS:

(1) Adopt Resolution authorizing claims against the City of Everett in the amount of $2,146,936.68 for the period of April 18, 2020 through April 24, 2020.

Documents:

res-20.pdf

(2) Accept the 2019 Biosolids Removal as complete and Authorize the Mayor to sign the Certificate of Completion with American Processing Group Inc. in the amount of $594,938.12.

Documents:

American Processing.pdf

(3) Authorize the Mayor to sign the Interlocal Agreement between the City of Everett and Snohomish County to provide services through The Downtown Everett Association to increase the attractiveness and economic vitality of downtown Everett.

Documents:

DEA Co Interlocal.pdf

(4) THIS ITEM HAS BEEN PULLED Authorize the Mayor to sign the Interlocal Agreement with Snohomish County for the Clark Property Acquisition.

Documents:

Clark Property.pdf

ACTION ITEMS:

(5) Adopt Resolution setting May 27, 2020, at 12:30 p.m. as the date and time to hold the public hearing to determine the petition for the proposed vacation of Larch and Fir Streets lying South of 14th Street and North of 15th Street in the plat of Baker Heights, in the City of Everett. (action and public hearing on 5-27-20).

Documents:

Larch Vacation.pdf

PROPOSED ACTION ITEMS:

(6) CB 2004-28 – 1st Reading – Adopt the Proposed Ordinance closing the construction fund entitled, "South "Precinct – 911 Expansion Project", Fund 342, Program 026, as established by Ordinance No. 3691-19. (3rd and final reading on 5-20-20).

Documents:

CB 2004 28.pdf

(7) CB 2004-29 – 1st Reading – Adopt the Proposed Ordinance closing the construction fund entitled, "South "Precinct Roof Replacement Project", Fund 342, Program 022, as established by Ordinance No. 3691-19. (3rd and final reading on 5-20-20).

Documents:

CB 2004 29.pdf

(8) CB 2004-30 – 1st Reading – Adopt the Proposed Ordinance closing the construction fund entitled, "Wall Street Building Window Replacement Project" (now called Everett Municipal Building), Fund 342, Program 025, as established by Ordinance No. 3633-18 and Ordinance No. 3708-19. (3rd and final reading on 5-20-20).

Documents:

CB 2004 30.pdf

(9) CB 2004-31 – 1st Reading - Adopt the Proposed Ordinance vacating of a portion of Lot 19, Block 727 and 32nd Street, Stanford Land Company Addition to Everett. (3rd and final reading on 5-20-20).

Documents:

CB2004 31.pdf

Executive Session

Adjourn

Everett City Council agendas can be found, in their entirety, on the City of Everett Web Page at www.everettwa.gov/citycouncil.

Everett City Council meetings are recorded for rebroadcast on the Everett Channel, Comcast Channel 21 and Frontier Channel 29, at 12:00 p.m. on Monday and Tuesday; 2 p.m. and 7:00 p.m. Thursday; 7 p.m. Friday and Sunday; 10:00 a.m., Saturday.

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at 425 257-8703.

EVERETT
WASHINGTON

RESOLUTION NO. _____

Be it Resolved by the City Council of the City of Everett:

Whereas the claims payable by check against the City of Everett for the period April 18, 2020 through April 24, 2020, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

Fund	Department	Amount
002	General Government	15,999.00
003	Legal	304.00
004	Administration	618.00
005	Municipal Court	446.16
007	Human Resources	76.60
009	Misc Financial Funds	35,818.83
015	Information Technology	51.00
024	Public Works-Engineering	6,621.81
026	Animal Shelter	110.00
031	Police	18,497.05
032	Fire	8,478.07
038	Facilities/Maintenance	10,248.62
	TOTAL GENERAL FUND	**$ 97,269.14**

Fund	Department	Amount
101	Parks & Recreation	41,344.31
110	Library	22,945.30
112	Community Theater	12,500.00
119	Public Works-Street Improveme	2,636.26
120	Public Works-Streets	27,606.10
126	MV-Equipment Replacement Re	2,619.00
138	Hotel/Motel Tax	35,000.00
146	Property Management	16,267.37
153	Emergency Medical Services	38,218.76
154	Real Estate Excise Tax	117,047.19
156	Criminal Justice	350.00
197	CHIP Home Loan	7,327.46
303	PW Improvement Projects	49,450.81
336	Water & Sewer Sys Improv Proj	9,105.14
354	Parks Capital Construction	5,552.27
401	Public Works-Utilities	566,066.31
402	Solid Waste Utility	2,737.04
425	Public Works-Transit	367,186.68
430	Everpark Garage	6,913.05
440	Golf	4,191.03
501	MVD-Transportation Services	120,469.92
503	Self-Insurance	52,351.99
505	Computer Reserve	425,976.11
507	Telecommunications	3,155.66
637	Police Pension	2,960.80
638	Fire Pension	8,145.95
661	Claims	101,543.03
	TOTAL CLAIMS	**$ 2,146,936.68**

_____
Councilperson introducing Resolution

Passed and approved this _____day of _____ , 2020

_____
Council President

EVERETT

Project Title: Accept 2019 Biosolids Removal Project as complete and authorize the Mayor to sign the Certificate of Completion with American Processing Group in the amount of $594,938.12

City Council Agenda Item Cover Sheet

Council Bill #

Agenda dates requested:
May 6, 2020

Briefing
Proposed action
Consent X
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Certificate of Completion

Department(s) involved:
Public Works

Contact person:
Mike Robinson

Phone number:
425-257-8988

Email:
mrobinso@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Accept 2019 Biosolids Removal as Complete

Partner/Supplier : 2019 Biosolids Removal Project

Location: 4027 4th St. SE

Preceding action: Award of Contract, June 5, 2019

Fund: UT 3705-2

Fiscal summary statement:

The source of funds for this project is UT 3705-2
A breakdown of the amounts of the dredging contract is as follows:

Base Bid	$541,838.00
Change Orders	$ 0.00
Sales Tax	$ 53,100.12
	$594,938.12

The City will hold 5% retainage in the amount of $27,091.90 until it receives approval from the Department of Revenue and the Department of Labor & Industries to release retainage.

Project summary statement:

The American Processing Group Inc. has completed the 2019 Biosolids Removal Project in accordance with the plans and specifications and to the satisfaction of the Public Works Department.

Acceptance of the 2019 Biosolids Removal Project as complete will allow the Mayor to sign the Certification of Completion Form, which will start the 60-day retention period to release retainage.

Recommendation (exact action requested of Council):

Accept the 2019 Biosolids Removal as complete and authorize the Mayor to sign the Certificate of Completion with American Processing Group Inc. in the amount of $594,938.12.

Run Date: 12/19/2019
Time: 7:46 AM

Project: 370
2019 Biosolids Removal
WO 3705 BID: $556,838.00
TOTAL BID: $556,838.00

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3705
Estimate #3

Cutoff Date: 12/6/2019

Contractor: AMERICAN PROCESS GROUP INC
794 SE GREENLEE STREET
DALLAS, OR 97338

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	$541,838.00	$486,799.00	$55,039.00
Retained Amounts	$27,091.90	$24,339.95	$2,751.95
State Tax Amounts	$53,100.12	$47,706.30	$5,393.82
Amounts Paid	$567,846.22	$510,165.35	
Amount to be Paid This Estimate			$57,680.87

TOM

Checked By Tom Fuchs For Mike Robinson **Date** 12-19-19
Recommended By Ron Fuqua **Date** 12-19-19
Public Works Director **Date** 12-20-2019

Work Order Number: 3705

CERTIFICATE OF COMPLETION

Project: 2019 Biosolids Removal & Disposal

Contractor: American Processing Group Inc.

Work Order No. UT 3705-2

The above mentioned project was constructed per the plans and specifications and to the satisfaction of the Public Works Department.

The Contractor physically completed the project, within the time allowed in the contract.

It is recommended that the City accept this project as complete.

Recommended by:

Public Works Director
Ryan Sass

4-20-2020
Date

Approved by:

Mayor, City of Everett
Cassie Franklin

Date

Attest: _____
City Clerk
Sharon Fuller

APPROVED AS TO FORM

By: _____
City Attorney

Date

EVERETT

Interlocal Agreement between Snohomish County and City of Everett to increase and maintain safety, attractiveness and economic vitality of downtown Everett

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Agenda dates requested:
May 6, 2020

Briefing
Proposed action
Consent X
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Interlocal,
County Ord. No 2006,
County Interlocal 3-18-20

Department(s) involved:

Contact person:
Dan Eernissee 425 257 8681

Phone number:

Email:

Initialed by:

Department head

Administration

Council President

Project Interlocal Agreement with Snohomish County

Partner/Supplier : *Downtown Everett Association*

Location: Downtown Everett

Preceding action: County Interlocal approved March 18, 2020

Fund:

Project summary statement:

The Downtown Everett Association (DEA) has agreed to provide the services agreed to in the Interlocal Agreement for maintenance, cleaning and graffiti removal in the downtown Everett Area as designated in Section 2. The County requires a new Interlocal Agreement is needed to be signed annually. The City will invoice the County and then pass along the County's payment to the DEA.

RECOMMENDATION (Exact action requested of Council): Authorize the Mayor to sign the Interlocal Agreement between the City of Everett and Snohomish County to provide services through The Downtown Everett Association to increase the attractiveness and economic vitality of downtown Everett.

INTERLOCAL AGREEMENT

This Interlocal Agreement (this "***Agreement***") is entered into as of March 18, 2020, by and between the City of Everett, a Washington municipal corporation (the "***City***"), and Snohomish County, a political subdivision of the State of Washington (the "***County***").

RECITALS

The City of Everett and Snohomish County desire to partner together to provide an attractive and safe downtown Everett and support the economic vitality of the area.

B. The City of Everett shall maintain public right-of-ways including sidewalks and alleyways within the boundaries of the downtown area.

C. The County will support the City's endeavor by paying to the City a mutually agreed sum.

D. The parties desire to enter into this Agreement to provide for the administration of the project, pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The purpose of this Agreement is to create a partnership between the City and the County intended to increase the attractiveness and economic vitality of the downtown Everett area by improving and continuously maintaining the public right of way.

2. City Obligations.

   a. The City shall maintain all public right-of-ways including sidewalks and alleyways located within the downtown Everett area ("Maintenance Work"). Maintenance of the public right-of-ways will include, but not be limited to, the following work: Blowing and sweeping sidewalks, building entrances, stairwells, alleyways and curbs toward the street as needed; Emptying cigarette containers and retain contents for recycling (as appropriate); Emptying sidewalk trash containers, replace bags, and clean lids; disposing of any broken or damaged sidewalk trash or recycling containers; Removing debris such as couches, mattresses, grocery carts etc.; Depositing trash in designated dumpsters; Removing or covering graffiti on buildings, poles, containers, etc.; Removing unauthorized flyers, posters, and stickers from buildings, poles, containers, etc. in public right-of-ways; Spraying weeds in sidewalk cracks and alleys two to three

times per year, or as needed; Cleaning up planter litter and replacing flowers and shrubs if torn out or vandalized.

b. The City will provide Maintenance Work throughout the term of this Agreement.

c. The City will provide to the County, upon request, an accounting of all Maintenance Work supported by County funds.

d. The City shall recognize the County as a financial partner in the following manner:

i. The City shall hold at least one (1) event during the term of this Agreement to promote the downtown Everett area.
ii. The City shall invite the County to each event promoting the downtown Everett area and recognize the County at such events as a financial partner of the maintenance work.
iii. The City shall recognize the County as a financial partner in all brochures, banners, posters, and other promotional material related to the downtown Everett area.

3. Payment. The County will pay the City $4,612.42 per month ($55,349 total) for the term of this Agreement: January 1, 2020, to December 31, 2020.

4. Term. The term of this Agreement shall begin on January 1, 2020, and terminate on December 31, 2020.

5. Termination

a. For Convenience. Either party may terminate this Agreement by providing thirty (30) days' notice to the other party. If this Agreement is terminated by the County, the City shall continue performing Maintenance work through the date of termination. The County shall compensate the City for all Maintenance work performed by the County through the date of termination.

b. For Breach. If either party breaches this Agreement, the non-breaching party shall deliver notice of the breach to the other party. If the breaching party does not cure the breach within thirty (15) days after delivery of such notice, then the non-breaching party may terminate this Agreement effective on written notice of termination to the breaching party.

6. General Provisions.

a. Interlocal Cooperation Act. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this

Agreement will remain the sole property of such party, and the other party shall have no interest therein.

b. Governing Law. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

c. Venue. The parties shall bring any litigation arising out of or relating to this Agreement only before the Snohomish County Superior Court.

d. Complete Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto.

e. Amendment. No amendment to this Agreement will be effective unless in writing and executed in the same manner as provided by law for the execution of this Agreement. the parties

f. Waiver. No waiver of satisfaction of any condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation.

g. Severability. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement, or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

h. Notice. For a notice under this Agreement to be valid, it must be in writing and the sending party must use one of the following methods of delivery: (A) personal delivery to the address stated below; (B) first class postage prepaid U.S. Mail to the address stated below; or (C) nationally recognized courier to the address stated below, with all fees prepaid.

Notice to City	Notice to County
City of Everett Finance Director/Treasurer 2930 Wetmore Ave, Ste. 10-A Everett, WA 98201	Snohomish County Facilities and Fleet Department, M/S 404 3000 Rockefeller Ave Everett, Washington 98204

A party may change its address by delivering written notice to the other party of the new address.

j. No Third-Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the parties to this Agreement. No other persons have any rights or remedies under this Agreement.

k. Compliance with the Washington State Public Records Act. The parties acknowledge they are subject to the Public Records Act, chapter 42.56 RCW. Both parties shall cooperate with each other so that each may comply with all of its obligations under the Public Records Act.

l. Recording of this Agreement. This Agreement shall be recorded or otherwise made available to the public in accordance with RCW 39.34.040.

The parties have executed this Agreement as of the date first above written.

CITY OF EVERETT

By: _____
Cassie Franklin,
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

SNOHOMISH COUNTY

By: _____ 3/18/2020
Name: DAVE SOMERS
Its: _____
DAVE SOMERS
County Executive

APPROVED AS TO FORM:

_____ 1/21/2020
Deputy Prosecuting Attorney

Approved: 03/11/2020
Effective: March 28, 2020

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

ORDINANCE NO. 20-006

APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE TO SIGN AN INTERLOCAL AGREEMENT WITH THE CITY OF EVERETT

WHEREAS, Snohomish County's main administrative and judicial offices are located in downtown Everett, WA; and

WHEREAS, Snohomish County and the City of Everett desire to enter into an partnership to increase and maintain the safety, attractiveness, and economic vitality of downtown Everett; and

WHEREAS, the City of Everett will improve and maintain all public right-of-ways including sidewalks and alleyways located within the downtown area, administer other activities promoting the downtown area, and recognize Snohomish County as financial partner in such activities and promotions; and

WHEREAS, Snohomish County will pay the City of Everett $55,349 for the period beginning January 1, 2020, and ending December 31, 2020; and

WHEREAS, the County Council held a public hearing on March 11, 2020, 2020, to consider approving the Interlocal Agreement and authorizing the County Executive to sign the Interlocal Agreement on behalf of the County.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The Snohomish County Council hereby approves and authorizes the Snohomish County Executive, or designee, to sign the Interlocal Agreement with the City of Everett, a copy of which is attached to this ordinance as Exhibit A.

PASSED this 11th day of March, 2020.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

Stephanie Wright
Chairperson Vice-Chair

ATTEST:

Clerk of the Council

(X) APPROVED

( ) EMERGENCY

( ) VETOED

DATE: 3/18/20

County Executive

ATTEST:

Approved as to form only:

1/21/2020

Deputy Prosecuting Attorney

D-4

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 20-103

AUTHORIZING THE USE AND ACCEPTANCE OF
ELECTRONIC AND DIGITAL SIGNATURES

WHEREAS, On January 21, 2020, the Washington State Department of Health confirmed the first case of the novel coronavirus (COVID-19) in the United States in Snohomish County, Washington. COVID-19, a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person; and

WHEREAS, The Washington State Department of Health has since confirmed localized person-to-person spread of COVID-19 in Washington State, significantly increasing the risk of exposure and infection to Washington State's general public and creating an extreme public health risk that COVID-19 may spread quickly. The number of COVID-19 cases in Snohomish County grow exponentially on a daily level, and COVID-19 has already caused the deaths of Snohomish County residents; and

WHEREAS, On January 31, 2020, the United States Department of Health and Human Services secretary Alex Azar declared a public health emergency for COVID-19, beginning January 27, 2020. On February 29, 2020, Washington State Governor Jay Inslee proclaimed a public health emergency for COVID-19. On March 4, 2020, the Snohomish County Health Officer proclaimed a countywide public health emergency for COVID-19. On March 4, 2020, Executive Dave Somers issued a "Local Proclamation of Emergency Snohomish County" for COVID-19 (the "Emergency"); and

WHEREAS, On March 9, 2020, the Snohomish County Council suspended portions of Snohomish County Code in order to facilitate virtual council meetings; and

WHEREAS, On March 13, 2020, the President of the United States of America declared COVID-19 a National Emergency; and

WHEREAS, On March 23, 2020, Washington State Governor Jay Inslee issued "Proclamation by the Governor Amending Proclamation No. 20-05 Stay Home-Stay Healthy," wherein Gov. Inslee (1) immediately directed all people in Washington State to shelter-in-place except to conduct or participate in essential activities or perform essential business services, and (2) directed all non-essential businesses to cease operations effective midnight March 25, 2020 (the "Stay Home-Stay Healthy Proclamation"). The Stay Home-Stay Healthy Proclamation applies to all persons in Washington and expires midnight April 6, 2020, unless further extended; and

WHEREAS, on March 24, 2020, Washington State Governor Jay Inslee issued "Proclamation by the Governor Amending Proclamation No. 20-05 wherein Gov. Inslee waived and suspended portions of chapters 42.30 and 42.56 RCW that require in-person meetings or contacts; and

WHEREAS, the Snohomish County Department of Information Technology provides access to electronic and digital signature tools, the use of which is documented in policies DIS-012 and DIS-013; and

WHEREAS, an electronic signature means an electronic identifier, created by computer, attached or affixed to or logically associated with an electronic record, executed or adopted by a person with the intention of using it to have the same force and effect as the use of a manual signature and a digital signature means a specific signature technology implementation of electronic signature that uses cryptography to provide additional proof of the identity of a signer and integrity of a document, is accepted by the Washington Secretary of State for digital signatures created by a public entity

WHEREAS, the Snohomish County Council, in the spirit of Governor Inslee's Proclamation 20-05 and in order to promote social distancing, wishes to recommend, utilize and accept electronic and digital signatures in the routing, processing, and finalizing of Electronic Council Approval Forms, Ordinances, Motions, Contracts and Agreements until the COVID-19 emergency has been declared at an end and/or Gov. Inslee's Proclamation suspending portions of chapter 42.30 RCW has otherwise been rescinded;

NOW, THEREFORE, ON MOTION, the Snohomish County Council approves and authorizes the following, supported by the Electronic Signatures and Forms/Records Policy DIS-013 and the Digital Signature Policy DIS-012:

1. The County Council authorizes and recommends the use of electronic and digital signatures, as appropriate, in the signing of Electronic Council Approval Forms, Ordinances, Motions, Contracts and Agreements.

2. The County Council agrees to accept, as appropriate, electronic and digital signatures in the routing, processing, and finalizing of Electronic Council Approval Forms, Ordinances, Motions, Contracts and Agreements.

DATED this 30th day of March 2020.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

N Nehring

Council Chair

ATTEST:

Asst. Clerk of the Council

D-8

EVERETT

Project title: An Interlocal Agreement with Snohomish County for the Clark Property Acquisition

City Council Agenda Item Cover Sheet

Council Bill #

Agenda dates requested:
May 6, 2020

Briefing
Proposed action
Consent X
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Interlocal Agreement

Department(s) involved:
Parks, Real Property, Legal, Administration

Contact person:
Bob Leonard

Phone number:
(425) 257-8335

Email:
bleonard@everettwa.gov

Initialed by:

Department head

Administration

Council President

Consideration: Interlocal Agreement

Project: Clark Property Acquisition

Partner/Supplier : Snohomish County

Location: 518 Madison St., Everett, WA

Preceding action: Purchase and Sale Agreement Approved on 2/5/2020

Fund: 145

Fiscal summary statement:

The Snohomish County Council approved a grant on July 17, 2019 from the Snohomish County Conservation Futures Property Tax Fund to the City of Everett Parks Department to acquire the property adjacent to the existing Madison Morgan Park known as the Clark Property. City staff obtained a grant utilizing the Snohomish County Conservation Futures Program for $200,000 with the intent of purchasing the Clark property. Council approved a Purchase and Sale Agreement for $180,000 on February 5, 2020. The City will use Fund 145 for the purchase of the property and reimburse Fund 145 upon receipt of the grant funding from Snohomish County.

Project summary statement:

The City of Everett was interested in purchasing the Clark property located adjacent to Madison Morgan Park with the intent of providing additional open space and extending the trails.

Staff obtained grant funding through the Snohomish County Conservation Futures Program to purchase the Clark property.

Attached is an interlocal agreement with Snohomish County obligating the funds for the Clark Property Acquisition.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign an Interlocal Agreement with Snohomish County for the Clark Property Acquisition.

EVERETT

Project title: **RESOLUTION setting May 27, 2020, at 12:30 p.m. as the date and time to hear and determine the petition for the proposed vacation of Larch and Fir Streets lying south of 14th Street and north of 15th Street in the plat of Baker Heights.**

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Agenda dates requested:
05/06/2020 Resolution
05/27/2020 Public Hearing

Briefing
Proposed action
Consent
Action
Ordinance
Public hearing
X Yes No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
1. Resolution
2. Petition
3. Map Exhibit

Department(s) involved:
Real Property

Contact person:
Paul McKee

Phone number:
425-257-8938

Email:
pmckee@everettwa.gov

Initialed by:

Department head

Administration

Council President

Consideration: Resolution for street vacation

Project: Street Right-of-Way Vacation

Partner/Supplier : Housing Authority of the City of Everett, Petitioner

Location: 1400 block of Larch and Fir Streets.

Preceding action: None

Fund: None

Fiscal summary statement:

None

Project summary statement:

A petition has been received from the Everett Housing Authority requesting vacation of the Larch and Fir Street rights-of-way lying south of 14th Street and north of 15th Street in the plat of Baker Heights.

The Everett Housing Authority as petitioner owns more than two-thirds of the property abutting the alley right-of-way proposed to be vacated, thus fulfilling the statutory requirements of RCW 35.79.010 that the petition must be signed by "the owners of more than two-thirds of the property abutting upon the part of the street or alley sought to be vacated."

The requested vacation is being sought to combine the parcels located on each side of the streets into a larger, single consolidated site for future development purposes.

RCW 35.79.010 further requires that City Council set a date and time for the matter to be heard.

Recommendation (exact action requested of Council):

Adopt Resolution setting May 27, 2020, at 12:30 p.m. as the date and time to hold a public hearing and determine the petition for the proposed vacation of Larch and Fir Streets lying south of 14th Street and north of 15th Street in the plat of Baker Heights.

EVERETT
WASHINGTON

RESOLUTION NO. _____

A RESOLUTION fixing a date and time to hear and determine the petition for the proposed vacation of Larch and Fir Streets lying south of 14th Street and north of 15th Street in the plat of Baker Heights.

WHEREAS,

A. The owners of more than two-thirds of the property abutting the following street or alley have signed a petition for its vacation:

LARCH AND FIR STREETS LYING SOUTH OF 14TH STREET AND NORTH OF 15TH STREET IN THE PLAT OF BAKER HEIGHTS

This alley or street is legally described as:

THAT PORTION OF LARCH STREET AND FIR STREET ACCORDING TO THE PLAT OF BAKER HEIGHTS, RECORDED IN VOLUME 14 OF PLATS, PAGE 111, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING SOUTHERLY OF 14TH STREET AND NORTHERLY OF 15TH STREET. CONTAINING 31,497 SQ FT MORE OR LESS

B. The petition has been filed with the City Clerk. RCW 35.79.010 provides that the City Council shall, by resolution, fix a time for public hearing on the petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF EVERETT that a public hearing be set for **May 27, 2020, at 12:30 p.m.**, in the City Council Chambers at 3002 Wetmore Avenue, to hear and determine the petition for the vacation of the street or alley described above.

_____
Councilperson Introducing Resolution

PASSED AND APPROVED this _____ day of _____, 2020.

_____
Council President

TO THE MEMBERS OF THE CITY COUNCIL
OF THE CITY OF EVERETT, WASHINGTON

EVERETT
WASHINGTON

Councilmembers: The undersigned respectfully petition and show.

I.

That they are the owners of more than two-thirds of the private property abutting upon that portion of the right-of-way hereinafter described.

II.

That your Petitioners desire to have vacated the following described property:

THAT PORTION OF LARCH STREET AND FIR STREET ACCORDING TO THE PLAT OF BAKER HEIGHTS, RECORDED IN VOLUME 14 OF PLATS, PAGE 111, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING SOUTHERLY OF 14TH STREET AND NORTHERLY OF 15TH STREET.

CONTAINING 31,497 SQFT MORE OR LESS

as shown on the attached exhibit map, titled Road Vacation Exhibit.

III.

That portion of the said right-of-way hereby petitioned to be vacated will not interfere with public or private utilities. Any existing utilities will be relocated at petitioner's expense, or an easement shall be provided in the ordinance.

WHEREFORE your petitioners pray that you will pass a resolution fixing a time not more than sixty (60) days and not less than twenty (20) days after the date of the passage of such resolution for the hearing upon this petition, and that after a full hearing upon said petition you will pass an ordinance vacating that portion of the right-of-way herein described and that the ordinance vacating said portion of the street shall provide that the strip so vacated shall vest to the abutting property owners in accordance with the laws of the State of Washington.

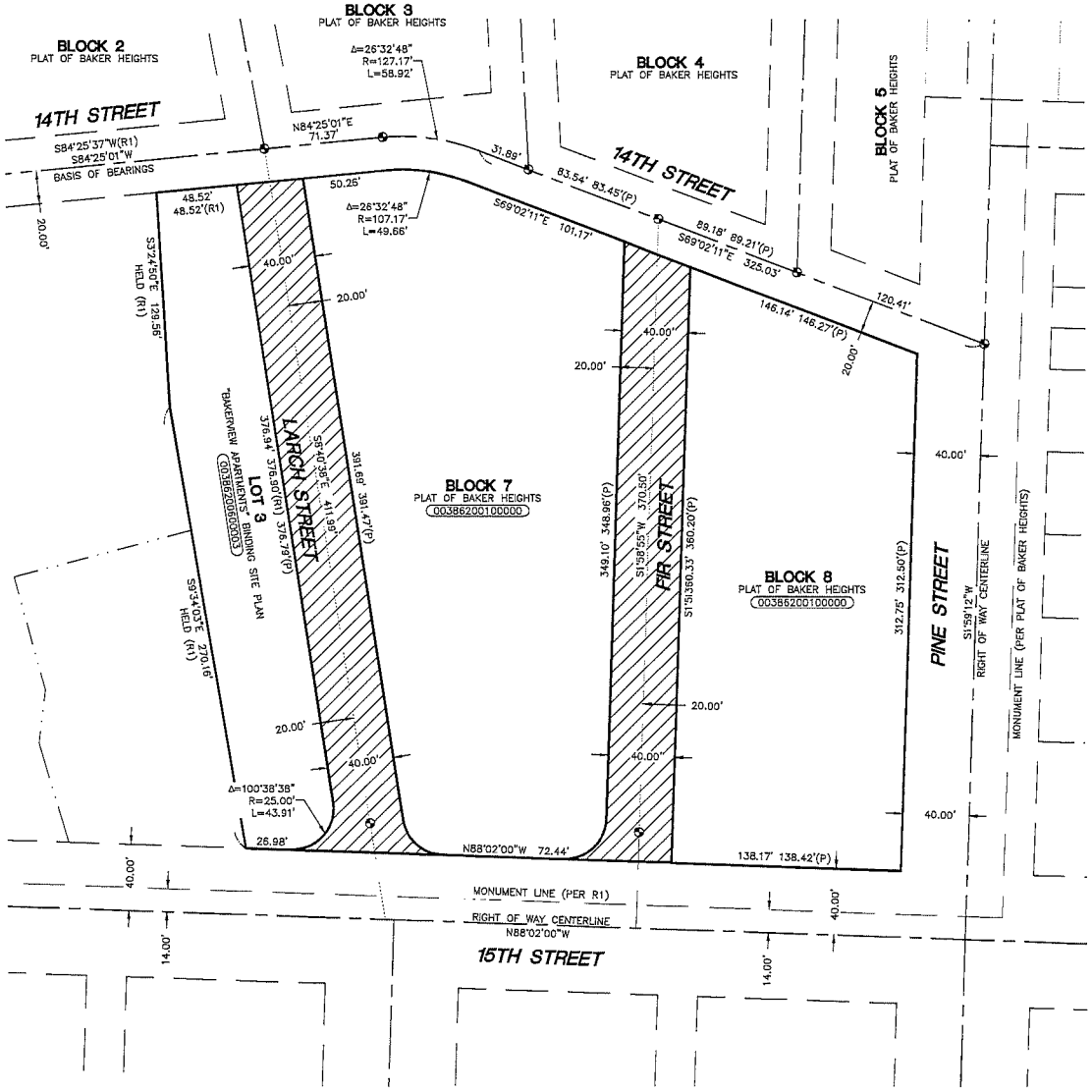
Respectfully submitted,

Housing Authority of the City of Everett

By: Ashley Lommers-Johnson

Its: Executive Director

Apr 1, 2020



REFERENCE DATA:

1. PLAT OF BAKER HEIGHTS
2. BINDING SITE PLAN AF NO. 201404155001

NOTES:

HORIZONTAL DATUM: NAD 83/91 WASHINGTON COORDINATE SYSTEM NORTH ZONE BASED ON CITY OF EVERETT CONTROL STATION NUMBER 663 22 01.

ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.

WORK PERFORMED IN CONJUNCTION WITH THIS SURVEY UTILIZED THE FOLLOWING EQUIPMENT AND PROCEDURES: (A) 1" TRIMBLE S6 SERIES ELECTRONIC TOTAL STATION, MAINTAINED TO THE MANUFACTURER'S SPECIFICATIONS PER W.A.C. 332-130-100. (B) FIELD TRAVERSE, EXCEEDING REQUIREMENTS SET FORTH IN W.A.C. 332-130-090.

N

GRAPHIC SCALE
50 0 50 100
(IN FEET)
1 inch = 50 ft.

LEGEND

- FND REBAR AND CAP (AS NOTED)
- FOUND CASED MONUMENT
- VACATION AREA
- CENTER LINES
- VACATION AREA
- RIGHT-OF-WAY LINES
- LOT LINE
- MONUMENT LINE
- (332505-9142) SNOHOMISH COUNTY TAX ID NUMBER
- (P) PLAT OF BAKER HEIGHTS
- (R1) "BAKERVIEW APARTMENTS" EVERETT HOUSING AUTHORITY BINDING SITE PLAN

P:\P19\19488-EVERETT HOUSING AUTHORITY\CAD\SURVEY\C3D\EXHIBITS\V19488140A\20105.RDA25-DWL17.DWG

JACK F. SEEDS
STATE OF WASHINGTON
44647
REGISTERED
PROFESSIONAL LAND SURVEYOR
3/27/2020

PACE
An Engineering Services Company
11255 Kirkland Way, Suite 300
Kirkland, WA 98033
p. 425.827.2014 | f. 425.827.5043
Civil | Structural | Planning | Survey
paceengrs.com

PORTION OF: NE1/4, SE1/4, SECTION 17, T.29N., R.05E., W.M.

ROAD VACATION EXHIBIT

MAP CHK.	REVISIONS:	DRAWN BY:	SCALE:	FIELD BOOK	FIELD CREW	DATE:	PROJECT NO.
		JFS	1"=50'	–	–	3/23/2020	19488.13

EVERETT

Project title: An Ordinance closing the construction fund entitled "South Precinct – 911 Expansion Project", Fund 342, Program 026, as established by Ordinance No. 3691-19.

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*
CB2004-28

Agenda dates requested:
May 6, 2020
May 13, 2020
May 20, 2020

Briefing
Proposed action
Consent
Action
Ordinance **X**
Public hearing
___ Yes **X** No

Budget amendment:
___ Yes **X** No

PowerPoint presentation:
___ Yes **X** No

Attachments:
Closing Ordinance

Department(s) involved:
Facilities

Contact person:
Chris Lark

Phone number:
425-257-6294

Initialed by:

Department head

Administration

Council President

Consideration: Closing Ordinance

Project: South Precinct – 911 Expansion Project

Partner/Supplier : Forma Construction (Job Order Contractor)

Location: 1121 SE Everett Mall Way

Preceding action: Ordinance No. 3691-19

Fund: Fund 342, Program 026 (CIP 1)

Fiscal summary statement:

The source of funds for the project is CIP 1. A breakdown of the costs is as follow:

- Total adopted Ordinance amount $480,000
- Total amount transferred into the fund $457,904
- Total amount for design and construction $452,904
- Remaining balance to be transferred to CIP 1 $5,000

Project summary statement:

The proposed Ordinance will close the special improvement project fund for the South Precinct – 911 Expansion Project.

The merger of SNOPAC and SNOCOM (now known as Snohomish County 911) increased the number of people requiring tenant space and parking at the South Police Precinct of approximately 5,000 square feet of tenant space and 30 parking stalls respectively. The construction of the tenant space repairs and alterations is complete. The preliminary design and estimate for the parking lot expansion has also been completed. Based on the parking lot expansion budget estimate of $690,000, Snohomish County 911 decided not to pursue the construction of the parking lot. Snohomish County 911 has developed parking alternatives such as staggered shifts and leasing parking from adjacent businesses.

Staff recommends closing the funding Ordinance.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing the construction fund entitled "South Precinct – 911 Expansion Project", Fund 342, Program 026, as established by Ordinance No. 3691-19.

EVERETT
WASHINGTON

ORDINANCE NO. _____

An ORDINANCE closing the special improvement project fund entitled "South Precinct – 911 Expansion Project", Fund 342, Program 026, as established by Ordinance No. 3601-18.

WHEREAS,

A. The "South Precinct – 911 Expansion Project", Fund 342, Program 026, was established to accumulate design and construction costs for the improvement project.

B. The purpose of the fund has been accomplished.

C. There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the special improvement project fund, Fund 342, Program 026, "South Precinct – 911 Expansion Project" to be closed.

Section 2. That the final revenues and expenses for "South Precinct – 911 Expansion Project", Fund 342, Program 026, are as follows:

REVENUES	
CIP 1	$457,904
Total	**$457,904**
EXPENSES	
Construction	$452,904
Transfer Out – to CIP 1	$ 5,000
Total	**$457,904**

Section 3. That the remaining balance of $5,000 be transferred to CIP 1.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

_____

Cassie Franklin, Mayor

ATTEST:

_____

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

EVERETT

Project title: An Ordinance closing the special construction fund entitled "South Precinct Roof Replacement Project", Fund 342, Program 022, as established by Ordinance No. 3482-16 and amended by Ordinance No. 3691-19.

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

CB2004-29

Agenda dates requested:

May 6, 2020
May 13, 2020
May20, 2020

Briefing
Proposed action
Consent
Action
Ordinance **X**
Public hearing
____ Yes **X** No

Budget amendment:

____ Yes **X** No

PowerPoint presentation:

____ Yes **X** No

Attachments:

Closing Ordinance

Department(s) involved:

Facilities

Contact person:

Chris Lark

Phone number:

425-257-6294

Email:

clark@everettwa.gov

Initialed by:

PK
Department head

PK
Administration

JT
Council President

Consideration: Closing Ordinance

Project: South Precinct Roof Replacement Project

Partner/Supplier : Snyder Roofing of Washington LLC

Location: 1121 SE Everett Mall Way

Preceding action: Amending Ordinance No. 3691-19

Fund: Fund 342, Program 022 (CIP 1)

Fiscal summary statement:

The source of funds for this project is CIP 1. A breakdown of the costs is as follows:

- Total amount of adopted Ordinance funding $915,000
- Total amount transferred into the fund $866,216
- Total amount of design and construction $866,216

Project summary statement:

The proposed Ordinance will close the special construction fund for the South Precinct Roof Replacement Project.

Phase 1 of the roof replacement project was completed in June of 2017. The Phase 1 scope of work included the complete tear-off of the existing roof and the installation of a vapor barrier to stop water intrusion into the building.

Phase 2 of the roof replacement project was completed in December of 2019. The Phase 2 scope of work included the installation of roof insulation and a single ply PVC roof membrane, and the demolition of the existing rooftop steel structure and mechanical equipment that is no longer functional.

Staff recommends the closing of the funding Ordinance

Recommendation (exact action requested of Council):

Adopt an Ordinance closing the special construction fund entitled "South Precinct Roof Replacement Project", Fund 342, Program 022, as established by Ordinance No. 3482-16 and amended by Ordinance No. 3691-19.

EVERETT
WASHINGTON

ORDINANCE NO. _____

An ORDINANCE closing the special construction fund entitled "South Precinct Roof Replacement Project", Fund 342, Program 022, as established by Ordinance No. 3482-16, and amended by Ordinance 3691-19.

WHEREAS,

A. The "South Precinct Roof Replacement Project", Fund 342, Program 022, was established to accumulate construction costs for the project.

B. The purpose of the fund has been accomplished.

C. There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the special construction fund, Fund 342, Program 022, "South Precinct Roof Replacement Project" to be closed.

Section 2. That the final revenues and expenses for "South Precinct Roof Replacement Project", Fund 342, Program 022, are as follows:

REVENUES	
CIP 1	$866,216
Total	**$866,216**
EXPENSES	
Construction	$866,216
Total	**$866,216**

Section 3. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 4. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 5. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

_____

Cassie Franklin, Mayor

ATTEST:

_____

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

EVERETT

Project title: An Ordinance closing the construction fund entitled "Wall Street Building Window Replacement Project" (now called Everett Municipal Building), Fund 342, Program 025, as established by Ordinance No. 3578-17 and amended by Ordinance No. 3633-18 and Ordinance No. 3708-19.

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

CB200430

Agenda dates requested:

May 6, 2020
May 13, 2020
May20, 2020

Briefing
Proposed action
Consent
Action
Ordinance **X**
Public hearing
____ Yes **X** No

Budget amendment:

____ Yes **X** No

PowerPoint presentation:

____ Yes **X** No

Attachments:

Closing Ordinance

Department(s) involved:

Facilities

Contact person:

Chris Lark

Phone number:

425-257-6294

Email:

clark@everettwa.gov

Initialed by:

PK
Department head

PL
Administration

Council President

Consideration: Closing Ordinance

Project: Wall Street Building Window Replacement Project

Partner/Supplier : Forma Construction (Job Order Contractor)

Location: 2930 Wetmore Avenue

Preceding action: Amending Ordinance No. 3708-19

Fund: Fund 342, Program 025 (CIP 1)

Fiscal summary statement:

The source of funds for this project is CIP 1. A breakdown of the costs is as follows:

- Total amount of adopted Ordinance funding $535,000
- Total amount transferred into the fund $519,703
- Total amount of construction $519,703

Project summary statement:

The proposed Ordinance will close the construction fund for the Wall Street Building Window Replacement Project (now called the Everett Municipal Building).

The window replacements were required due to failed seals in the glazing units and the streaking that had occurred on the upper band of windows. Phase 1 was completed in January 2018 and replaced 20 glazing units on the north side and 30 glazing units on the west side of the building. Phase 2 was completed in January 2019 and replaced 51 glazing units on the south side of the building. Phase 3 was completed in January 2020 and replaced 56 windows on the east side, 2 on the south side and 1 on the west side for a total of 59 glazing units. The completed project has replaced 160 glazing units (or 22%) of the 720 total vision glazing units from floor 2 to floor 10. The vision glazing units are the glass that people look through on each floor as opposed to the non-vision glazing units which are located between floors.

Staff recommends the closing of the funding Ordinance

Recommendation (exact action requested of Council):

Adopt an Ordinance closing the construction fund entitled "Wall Street Building Window Replacement Project" (now called Everett Municipal Building), Fund 342, Program 025, as established by Ordinance No. 3578-17 and amended by Ordinance No. 3633-18 and Ordinance No. 3708-19.

EVERETT
WASHINGTON

ORDINANCE NO. _____

An ORDINANCE closing the construction fund entitled "Wall Street Building Window Replacement Project" (now called the Everett Municipal Building), Fund 342, Program 025, as established by Ordinance No. 3578-17, and amended by Ordinance 3633-18 and Ordinance 3708-19.

WHEREAS,

A. The "Wall Street Building Window Replacement Project" (now call Everett Municipal Building), Fund 342, Program 025, was established to accumulate construction costs for the project.

B. The purpose of the fund has been accomplished.

C. There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the construction fund, Fund 342, Program 025, "Wall Street Building Window Replacement Project" (now called the Everett Municipal Building) to be closed.

Section 2. That the final revenues and expenses for "Wall Street Building Window Replacement Project" (now called the Everett Municipal Building), Fund 342, Program 025, are as follows:

REVENUES	
CIP 1	$519,703
Total	**$519,703**
EXPENSES	
Construction	$519,703
Total	**$519,703**

Section 3. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 4. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 5. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

_____

Cassie Franklin, Mayor

ATTEST:

_____

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

EVERETT

Project title: Ordinance vacating a portion of Lot 19, Block 727 and 32nd Street, Stanford Land Company Addition to Everett.

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*
CB200431

Agenda dates requested:
5/6/2020

Briefing
Proposed action
Consent
Action
Ordinance X
Public hearing
Yes x No

Budget amendment:
Yes x No

PowerPoint presentation:
Yes x No

Attachments:
1. Proposed Ordinance
2. Proposed Easement

Department(s) involved:
Real Property

Contact person:
Darcie Byrd

Phone number:
425-257-7294

Email:
dbyrd@everettwa.gov

Initialed by:

Department head

Administration

Council President

Consideration: Resolution

Project: Partial street vacation

Partner/Supplier : James Hoagland, Petitioner

Location: 32nd Street and Tulalip Ave.

Preceding action: None

Fund: None

Fiscal summary statement:

The proposed Ordinance requires receipt of payment from the Petitioners for the full appraised value of the area to be vacated within 90 days of adoption of the Ordinance. The area to be vacated has been appraised by a professional certified appraiser in the amount of $25,000.

Project summary statement:

On October 2, 2019, City Council adopted Resolution No. 7433 accepting the petition and setting the public hearing date of October 30, 2019, at 6:30 P.M. for the proposed vacation of a portion of Lot 19, Block 727 and 32nd Street, Stanford Land Company Addition to Everett.

After holding the public hearing and receiving public comments, the City Council determined that the public interest would best be served by granting the petition and vacating the rights of way, but retaining an easement over a portion of the vacated rights of way for utility purposes, and providing for access maintain the Forgotten Creek Natural Area. The proposed Ordinance provides for both a City easement and access for maintenance of the creek area.

Recommendation (exact action requested of Council):

Adopt the Proposed Ordinance vacating of a portion of Lot 19, Block 727 and 32nd Street, Stanford Land Company Addition to Everett.

ORDINANCE NO. _____

AN ORDINANCE providing for the vacation of a portion of Lot 19, Block 727 and 32nd Street, Stanford Land Company Addition to Everett.

WHEREAS, James and Cynthia Hoagland, a married couple and Maverick Consulting LLC, owners of Lots 18 and 19 in Block 727, Stanford Land Company Addition to Everett (collectively, the "Petitioners") did petition for the vacation of certain rights of way in the City; and

WHEREAS, the City Council did, by Resolution No. 7433, establish October 30, 2019, at 6:30 P.M. as the date of the public hearing; and

WHEREAS, after holding the public hearing and receiving public comments, the City Council determined that the public interest would best be served by granting the petition and vacating the rights of way, but retaining an easement over a portion of the vacated rights of way for utility purposes, and providing for access maintain the Forgotten Creek Natural Area, as provided for in this Ordinance;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1: Vacation.

Subject to the reservation of the easement described in Section 4, the following described rights of way;

THAT PORTION OF LOT 19, BLOCK 727, AND 32ND STREET, STANFORD LAND COMPANY ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 5 OF PLATS, PAGE 23, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY MARGIN OF 32ND STREET AND THE EASTERLY RIGHT-OF-WAY MARGIN OF TULALIP AVENUE;
THENCE SOUTH 30°06'54" EAST, PARALLEL WITH THE CENTERLINE OF SAID TULALIP AVENUE, A DISTANCE OF 3.50 FEET TO THE BEGINNING OF A 20.00-FOOT RADIUS TANGENT CURVE TO THE LEFT;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°58'50", AN ARC DISTANCE OF 15.00 FEET;
THENCE SOUTH 73°05'44" EAST, A DISTANCE OF 37.70 FEET TO THE BEGINNING OF A 90.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT;
THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°36'43", AN ARC DISTANCE OF 32.38 FEET TO A POINT 5.00 FEET NORTH OF THE CENTERLINE OF SAID 32ND STREET;
THENCE SOUTH 87°56'54" EAST, PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 92.04 FEET TO A POINT 35.00 FEET SOUTH OF THE SOUTHEASTERLY CORNER OF SAID LOT 19, AS MEASURED AT A RIGHT ANGLE FROM SAID CENTERLINE;
THENCE NORTH 02°03'06" EAST, A DISTANCE OF 35.00 FEET TO SAID SOUTHEASTERLY CORNER;
THENCE NORTH 30°06'54" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 19, A DISTANCE OF 29.53 FEET TO THE NORTH LINE OF THE SOUTH 25.00 FEET OF SAID LOT 19;
THENCE NORTH 87°56'54" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 103.48 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 19; THENCE SOUTH 59°53'06" WEST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 46.96 FEET TO SAID NORTHERLY RIGHT-OF-WAY MARGIN OF 32ND STREET;
THENCE NORTH 87°56'54" WEST, ALONG SAID NORTHERLY MARGIN, A DISTANCE OF 12.34 FEET TO THE POINT OF BEGINNING;
SAID AREA CONTAINS 7,994 SQUARE FEET OR 0.1835 ACRES, MORE OR LESS; SITUATE IN THE CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON.

is hereby vacated pursuant to the conditions set forth in this Ordinance.

Section 2:

That the City shall not be responsible nor liable for storm drainage runoff resulting from existing drainage patterns as established on City rights of way that may currently, or in the future, go over, under or across the above-described rights of way.

Section 3:

That this Ordinance shall not become effective until the Petitioners have compensated the City in an amount equal to one hundred percent of the current appraised value of the area described in Section 1. The Petitioners shall have ninety (90) days following passage of this Ordinance to exercise this vacation. Unless otherwise amended by City Council, this Ordinance shall be null and void if the Petitioners fail to exercise this vacation within ninety (90) days following passage of this Ordinance.

Section 4:

That the City hereby retains an easement for utility purposes under, over, and across the vacation area to construct, reconstruct, operate, maintain, repair, and replace all utilities. A separate easement document in a form acceptable to the City, shall be provided for the easement and recorded with the Snohomish County Auditor's office by the Petitioners.

The City retains the right to grant to public and private utilities and the right to construct, reconstruct, operate, maintain, repair, and replace existing or proposed utility lines including, but not limited to, cable, telephone, gas, and electrical under, over, and across the retained easement area or alternate location area as may be provided for as described above.

The City further retains the right of access across adjoining properties for the purposes set forth herein.

Section 5:

That at all times activities conducted in and around the herein described easement shall be conducted so as not to interfere with, obstruct, or endanger the usefulness of any improvements or other facilities now or hereafter maintained within the easement area or in any way interfere with, obstruct, or endanger the City's use of the easement.

Section 6:

Prior to any construction work being conducted in or on the easement area by anyone other than the City, a notification and plans for the same shall be submitted in writing to the City and no such construction, work, or activity shall be commenced without the City's prior written agreement that the proposed construction, work, or activity will not interfere with the City's easement described herein; PROVIDED, HOWEVER, any changes or revisions in the plans shall also be subject to the City's prior agreement. The City's review of the plans under this easement shall not be deemed to impose any duty or obligation on the City to determine the adequacy or sufficiency of the plans and designs nor whether said construction, work, or activity is in conformance with other applicable plans, codes, and regulations. Further, agreement by the City to such construction, work, or activity shall not in any manner be considered as imposing any obligation, duty, or liability upon the City as to the safety or propriety of such construction, work, or activity.

Section 7:

The City is hereby authorized to remove any and all obstructions upon the easement area and the City has the right of access for such purposes.

Section 8:

In the event prior approval is not obtained for construction of improvements on or within the easement area, the City is hereby authorized to remove any and all improvements placed or constructed thereon and the City, its officers, employees, and agents are hereby held harmless from damage caused to said improvements from removal thereof. The City is hereby authorized to charge for any and all costs incurred by the City in removing the improvements. This right is in addition to any other right the City may have in law or in equity.

Section 9:

That Petitioners hereby grant the Port Gardner Neighborhood Association and its successors or assigns access to the easement area referenced in this Ordinance to perform maintenance of the Forgotten Creek Natural Area consistent with the Memorandum of Understanding Between City Of Everett And Port Gardner Neighborhood Association For Maintenance Of Forgotten Creek Natural Area ("Memorandum"), dated August 28, 2006 and filed in the City Clerk's office. Access granted by this Ordinance shall be allowed so long as the Memorandum is valid and in effect.

Section 10:

If any provision of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, it shall be conclusively presumed that this Ordinance would have been enacted without the provision so held unconstitutional or invalid and the remainder of this Ordinance shall not be affected as a result of said part being held unconstitutional or invalid.

Section 11:

Upon the satisfaction of the conditions as set forth in Section 3, this Ordinance shall become effective and shall be recorded within the Snohomish County Auditor's Office.

Section 12:

All moneys derived from the vacation of the herein described rights of way shall be deposited into the Real Property Acquisition Fund 145 and any use of such moneys shall be consistent with Resolution No. 7433.

Section 14:

The City Clerk is authorized to make necessary corrections to this Ordinance including, but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

_____

CASSIE FRANKLIN, MAYOR

ATTEST:

_____

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

After recording mail to:
Real Property Manager
Real Property Department
City of Everett
3200 Cedar Street
Everett, WA 98012

GRANTOR: James R. Hoagland and Cynthia J. Hoagland, a married couple and Maverick Consulting LLC
GRANTEE: City of Everett
ABBR. LEGAL: *A ptn of the SW ¼ of Sec. 30 Twn. 29 R5E W.M.*
ASSESSORS #:

EVERETT
WASHINGTON

EASEMENT

THIS AGREEMENT is made this _____ day of _____, 2020, between James R. Hoagland and Cynthia J. Hoagland, a married couple and Maverick Consulting LLC, hereinafter referred to as "Grantor," and the City of Everett, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City", as Grantee.

In consideration of mutual benefits to be derived and in consideration of the performance of the covenants, terms and conditions hereinafter set forth, Grantor hereby conveys the following easement:

> A nonexclusive perpetual easement across, along, in, upon and under Grantor's property described below for the purpose of constructing, reconstructing, operating, maintaining and repairing utilities, and appurtenances with the right of ingress to and egress from said property and across adjacent property of the Grantor during the construction, reconstruction, operation, maintenance and repair the aforesaid improvements or facilities, provided said construction, reconstruction, maintenance and repair does not substantially interfere with Grantor's use and quiet enjoyment of its property.

The easement is over and across a tract of land situated in the County of Snohomish, State of Washington, and the easement is described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

This easement is granted subject to and conditioned upon the following terms, conditions and covenants:

1. Grantor shall at all times conduct its activities and all other activities conducted on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements, or other facilities, now or hereafter maintained upon the easement, or in any way interfere with, obstruct or endanger the City's use of the easement.

2. Prior to any construction, work or any other activity by Grantor within the easement, notification and plans for the same shall be submitted in writing to the City by Grantor and no such construction, work or activity by Grantor shall be commenced without City's prior written agreement that the Grantor's proposed construction, work or activity will not interfere with the City's easement granted herein; PROVIDED, HOWEVER, any changes or revisions in the plans shall also be subject to City's prior agreement. The City's review of the Grantor's plans under this easement shall not be deemed to impose any duty or obligation on the City to determine the adequacy or sufficiency of Grantor's plans and designs nor whether Grantor's construction, work or activity is in conformance with other applicable plans, codes and regulations. Further, agreement by the City to such construction, work or activity shall not in any manner be considered as imposing any obligation, duty or liability upon the City as to the safety or propriety of such construction, work or activity.

3. Grantor hereby authorizes City to cut, trim and remove any and all brush, trees, other vegetation or debris upon the easement and the right of access for such purposes. Grantor also authorizes the City to cut, trim and remove any and all brush, trees, other vegetation and debris on Grantor's property which, in the City's reasonable judgment, constitutes a hazard to the easement and the right of access for such purposes.

4. The Grantor agrees that title to all brush, trees, other vegetation or debris trimmed, cut and removed from the easement pursuant to this Agreement, and also all brush, trees, other vegetation or debris trimmed, cut and removed from Grantor's land pursuant to this Agreement is vested in the City, and that the mutual consideration for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

5. In the event Grantor places any improvements on or in the easement or constructs anything within the easement without first having obtained the written approval of the City Engineer, the Grantor shall cease all such activity and remove any and all improvements placed therein without the written agreement of the City Engineer. In the event Grantor fails to obtain prior approval, Grantor hereby authorizes the City to remove any and all improvements placed or constructed therein and hold the City, its officers, employees and agents harmless from damage caused to said improvements from removal thereof. Grantor further agrees to pay the City for any and all costs incurred by the City in removing the improvements. This right is in addition to any other right the City may have at law or in equity.

6. The Grantor covenants to the City that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; and that Grantor will warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

7. The rights and obligations of the Grantor and City shall inure to the benefit of and be binding upon their respective heirs, successors and assigns.

The terms and conditions of this easement are hereby accepted and approved by the City as of the date hereinabove set forth.

CITY OF EVERETT

By: _____
Title: Real Property Manager

Executed as of the date hereinabove set forth.

GRANTOR(S)
James R. Hoagland and Cynthia J. Hoagland

By:_____ By:_____
James R. Hoagland Cynthia J. Hoagland

Maverick Consulting LLC,

By:_____
It's: Authorized Signatory

[*Acknowledgments on following page*]

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that James R. Hoagland signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public for the State of Washington

Notary (print name)_____

Residing at_____

My appointment expires:_____

STATE OF WASHINGTON)
)ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Cynthia J. Hoagland signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public for the State of Washington

Notary (print name)_____

Residing at_____

My appointment expires:_____

STATE OF WASHINGTON)
)ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that James R. Hoagland, _____ on behalf of Maverick Consulting, LLC signed this instrument, on oath stated that he was authorized to execute the instrument on behalf of said party and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public for the State of Washington

Notary (print name)_____

Residing at_____

My appointment expires:_____

EXHIBIT "A"
EASEMENT DESCRIPTION

THOSE PORTIONS OF LOTS 17, 18, AND 19, BLOCK 727, STANFORD LAND COMPANY ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 5 OF PLATS, PAGE 23, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND THAT PORTION OF 32ND STREET VACATED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. _____, LAYING EASTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE MOST WESTERLY COMMON CORNER OF SAID LOT 18 AND SAID RIGHT-OF-WAY VACATION, BEING ALONG THE NORTHEASTERLY RIGHT-OF-WAY MARGIN OF TULALIP AVENUE; THENCE THE FOLLOWING FOUR COURSES AND DISTANCES ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY VACATION; THENCE SOUTH 30°06'54" EAST, A DISTANCE OF 3.50 FEET TO THE BEGINNING OF A 20.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°58'50", AN ARC DISTANCE OF 15.00 FEET; THENCE SOUTH 73°05'44" EAST, A DISTANCE OF 37.70 FEET TO THE BEGINNING OF A 90.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°13'33", AN ARC DISTANCE OF 1.93 FEET TO THE BEGINNING OF THE HEREIN DESCRIBED LINE; THENCE NORTH 12°37'34" EAST, A DISTANCE OF 104.93 FEET TO A POINT ALONG THE NORTH LINE OF THE SOUTH 12.50 FEET OF SAID LOT 17; SAID POINT BEARS SOUTH 59°53'06" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 41.42 FEET FROM THE NORTHEASTERLY LINE OF SAID LOT 17; THENCE NORTH 59°53'06" EAST, A DISTANCE OF 41.42 FEET TO THE TERMINUS OF SAID LINE; SAID AREA CONTAINS 11,143 SQUARE FEET OR 0.2558 ACRES, MORE OR LESS;

SITUATE IN THE CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON.

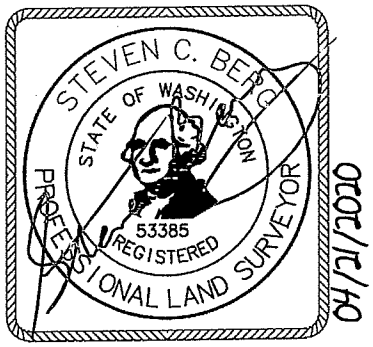
UTILITY EASEMENT

THOSE PORTIONS OF LOTS 17, 18, AND 19, BLOCK 727, STANFORD LAND COMPANY ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 5 OF PLATS, PAGE 23, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND THAT PORTION OF 32ND STREET VACATED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. _____, LAYING EASTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE MOST WESTERLY COMMON CORNER OF SAID LOT 18 AND SAID RIGHT-OF-WAY VACATION, BEING ALONG THE NORTHEASTERLY RIGHT-OF-WAY MARGIN OF TULALIP AVENUE;
THENCE THE FOLLOWING FOUR COURSES AND DISTANCES ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY VACATION;
THENCE SOUTH 30°06′54″ EAST, A DISTANCE OF 3.50 FEET TO THE BEGINNING OF A 20.00-FOOT RADIUS TANGENT CURVE TO THE LEFT;
THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°58′50″, AN ARC DISTANCE OF 15.00 FEET;
THENCE SOUTH 73°05′44″ EAST, A DISTANCE OF 37.70 FEET TO THE BEGINNING OF A 90.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT;
THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°13′33″, AN ARC DISTANCE OF 1.93 FEET TO THE BEGINNING OF THE HEREIN DESCRIBED LINE;
THENCE NORTH 12°37′34″ EAST, A DISTANCE OF 104.93 FEET TO A POINT ALONG THE NORTH LINE OF THE SOUTH 12.50 FEET OF SAID LOT 17;
SAID POINT BEARS SOUTH 59°53′06″ WEST, ALONG SAID NORTH LINE, A DISTANCE OF 41.42 FEET FROM THE NORTHEASTERLY LINE OF SAID LOT 17;
THENCE NORTH 59°53′06″ EAST, A DISTANCE OF 41.42 FEET TO THE TERMINUS OF SAID LINE;

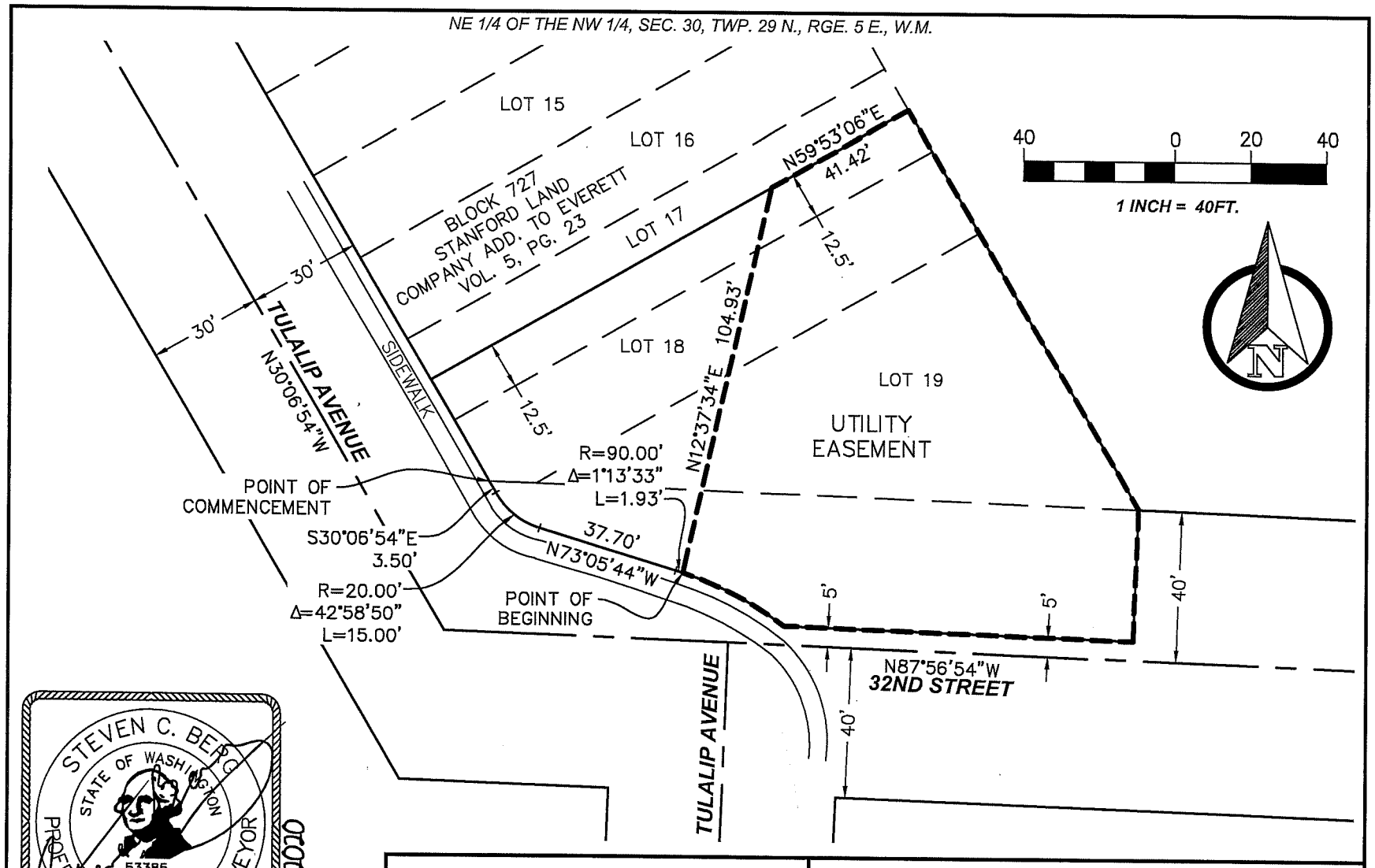
SAID AREA CONTAINS 11,143 SQUARE FEET OR 0.2558 ACRES, MORE OR LESS;

SITUATE IN THE CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON.



MAVERICK CONSULTING LLC
JOB NO. 19-02
APRIL 21, 2020

STEVEN C. BERG, P.L.S.
NORTH PEAK ASSOCIATES LLC
17270 WOODINVILLE REDMOND RD NE, STE 705
WOODINVILLE, WASHINGTON 98072



UTILITY EASEMENT
3135 TULALIP AVENUE
MAVERICK CONSULTING LLC
CITY OF EVERETT WASHINGTON

NORTH PEAK ASSOCIATES LLC
PROFESSIONAL LAND SURVEYORS

17270 WOODINVILLE REDMOND RD. NE, STE 705 (206) 601-4682
WOODINVILLE, WA DATE: 04/21/2020
98072-9088 JOB NO.: 19-02