

# EVERETT CITY COUNCIL AGENDA

## 12:30 P.M., WEDNESDAY, MAY 13, 2020

### CITY COUNCIL CHAMBERS

Roll Call

Approval of Minutes: May 6, 2020

Mayor's Comments:

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Public Comment

CONSENT ITEMS:

ACTION ITEMS:

(1) Adopt Resolution authorizing claims against the City of Everett in the amount of \$1,000,588.40 for the period of April 25, 2020 through May 1, 2020.

Documents:

[res-21.pdf](#)

(2) Adopt Resolution authorizing payroll claims against the City of Everett in the amount of \$4,148,894.66 for the period ending April 25, 2020.

Documents:

[payroll-11.pdf](#)

(3) Authorize the Mayor to execute the proposed Easement from the City of Everett to U.S. Golden Eagle Farms, LP.

Documents:

[Golden Eagle.pdf](#)

(4) Adopt Resolution declaring a 2009 John Deere 7130 Tractor and 2010 Tiger Saber Mower Arm surplus and authoring sale at public auction.

Documents:

[Saber Mower.pdf](#)

(5) Adopt Resolution declaring a 2009 Amphib-Marine Vanguard Hovercraft and 2012

Trailer surplus and authoring sale at public auction.

Documents:

[Amphib-1.pdf](#)

(6) Adopt Resolution declaring a 2004 Freightliner M2 106 Asphalt Truck, Snowplow, Sander and Oil Spreader surplus and authoring sale at public auction.

Documents:

[Freightliner.pdf](#)

(7) Adopt Resolution declaring a 1998 Vermeer Trailer Mounted woodchipper surplus and authoring sale at public auction.

Documents:

[trailer.pdf](#)

(8) Authorize the Mayor to sign the Utility Accommodation Application (Franchise Agreement) with Washington State Department of Transportation to facilitate Water Main Repairs at SR-5 Bridge 645W.

Documents:

[Dept of Transportation.pdf](#)

(9) Authorize the Mayor to sign Amendment No. 3 to the Professional Services Agreement with HWA Geosciences, Inc. for the Beverly Lake Sanitary Sewer Replacement in the amount of \$15,000.00

Documents:

[HWA Geoscience.pdf](#)

COUNCIL BRIEFING AGENDA: (These items come before the City Council serving as a Council Committee of the Whole and are likely to be scheduled at a future meeting.)

(10) CB 2005-32 – 1st Reading – Adopt the Proposed Ordinance creating a Special Construction Fund entitled, “Everett Municipal Building – Elevator Modernization Project” Fund 342, Program 030, to accumulate design and construction costs in the amount of \$30,000. (3rd and final reading on 5-27-20).

Documents:

[CB 2005-32.pdf](#)

(11) CB 2005-33 – 1st Reading – Adopt the Proposed Ordinance creating a Special Construction Fund entitled, “Police Headquarters-Window Replacement Project” Fund 342, Program 031, to accumulate design and construction costs in the amount of \$40,000. (3rd and final reading on 5-27-20).

Documents:

[CB 2005-33.pdf](#)

PROPOSED ACTION ITEMS:

(12) 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](#)

(13) CB 2004-28 – 2nd 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](#)

(14) CB 2004-29 – 2nd 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](#)

(15) CB 2004-30 – 2nd 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](#)

(16) CB 2004-31 – 2nd 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](http://www.everettwa.gov/citycouncil).

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The City of Everett does not discriminate on the basis of disability in the admission or access to, or treatment in, its programs or activities. Requests for assistance or accommodations can be arranged by contacting the Everett City Council Office

at 425 257-8703.

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 25, 2020 through May 1, 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:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
001	City Council	6,405.75	101	Parks & Recreation	11,528.82
002	General Government	1,794.00	110	Library	8,130.62
003	Legal	118,594.54	114	Conference Center	1,200.00
004	Administration	1,587.58	119	Public Works-Street Improvement	1,838.22
005	Municipal Court	836.02	120	Public Works-Streets	237.00
007	Human Resources	1,659.94	126	MV-Equipment Replacement Re	36,530.51
009	Misc Financial Funds	76,182.68	138	Hotel/Motel Tax	2,500.00
010	Finance	2,461.06	146	Property Management	4,538.99
015	Information Technology	482.68	148	Cum Reserve-Parks	701.77
018	Communications, Mktg & Engag	79.34	153	Emergency Medical Services	9,838.61
021	Planning & Community Develop	46,483.84	156	Criminal Justice	6,470.63
024	Public Works-Engineering	3,336.04	197	CHIP Home Loan	124.66
026	Animal Shelter	820.34	303	PW Improvement Projects	183.60
027	Senior Center	977.80	336	Water & Sewer Sys Improv Proj	61,984.65
031	Police	9,102.46	354	Parks Capital Construction	45.90
032	Fire	11,637.01	401	Public Works-Utilities	254,428.61
038	Facilities/Maintenance	22,941.64	425	Public Works-Transit	139,151.61
	<b>TOTAL GENERAL FUND</b>	<b>\$ 305,382.72</b>	430	Everpark Garage	615.89
			440	Golf	1,093.07
			450	Shoh River Regional Water Auth	100.00
			501	MVD-Transportation Services	9,464.95
			503	Self-Insurance	8,349.50
			505	Computer Reserve	23,965.64
			637	Police Pension	301.60
			638	Fire Pension	705.31
			661	Claims	111,175.52
			<b>TOTAL CLAIMS</b>	<b>\$ 1,000,588.40</b>	

\_\_\_\_\_  
Councilperson introducing Resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Council President



RESOLUTION NO. \_\_\_\_\_

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

That the payroll of the employees of the City of Everett as of April 25, 2020, and checks issued May 01, 2020, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	11,732.96	6,155.49
003	Legal	67,107.45	23,121.59
004	Administration	46,862.96	13,957.61
005	Municipal Court	76,089.14	22,649.72
007	Personnel	45,244.98	16,668.94
010	Finance	73,679.39	28,800.19
015	Information Technology	70,207.22	28,453.89
018	Communications and Marketing	8,664.37	4,445.62
021	Planning & Community Dev	64,515.53	23,140.77
024	Public Works	149,540.83	60,287.45
026	Animal Shelter	39,918.21	16,266.15
027	Senior Center	48,728.86	8,323.57
031	Police	969,894.63	287,302.78
032	Fire	598,664.80	177,814.92
038	Facilities/Maintenance	75,058.27	31,220.16
101	Parks & Recreation	149,873.10	61,188.91
110	Library	111,051.74	38,139.55
112	Community Theatre	8,100.00	3,113.53
120	Street	60,187.42	29,262.89
153	Emergency Medical Services	267,155.95	69,457.84
197	CHIP	8,714.95	3,405.50
198	Community Dev Block	7,290.72	2,649.95
401	Utilities	718,284.37	300,462.87
425	Transit	374,922.12	167,351.11
440	Golf	23,863.75	9,313.87
501	Equip Rental	63,316.44	27,684.39
507	Telecommunications	10,224.50	4,500.85
		<u>\$4,148,894.66</u>	<u>\$1,465,140.11</u>

\_\_\_\_\_  
Councilperson Introducing Resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Council President

**Project title:** Easement from the City of Everett to U.S. Golden Eagle Farms, LP

## City Council Agenda Item Cover Sheet

**Council Bill #** *interoffice use*

**Agenda dates requested:**

5/13/2020

Briefing

Proposed action

**Consent**

Action

Ordinance

Public hearing

Yes  No

**Budget amendment:**

Yes  No

**PowerPoint presentation:**

Yes  No

**Attachments:**

1. Proposed Easement

**Department(s) involved:**

Real Property

**Contact person:**

Darcie Byrd

**Phone number:**

425-257-7294

**Email:**

[dbyrd@everettwa.gov](mailto:dbyrd@everettwa.gov)

**Initialed by:**

Department head

Administration

Council President

**Consideration:** Easement

**Project:** Easement exchange between City and U.S. Golden Eagle Farms, LP

**Partner/Supplier :** U.S. Golden Eagle Farms, LP

**Location:** Larimer Road at approximately 7500 block

**Preceding action:** None

**Fund:** None

### Fiscal summary statement:

The proposed easement on City property is part of an easement exchange with U.S. Golden Eagle Farms, LP, for which the consideration is the mutual benefits derived from said exchange.

### Project summary statement:

U.S. Golden Eagle Farms, LP, has agreed to grant an easement to City of Everett, fronting on Larimer Road, for and in consideration of an easement on City property. The easement from the City will allow for installation and maintenance of a vegetated buffer zone adjacent to a drainage mitigation project in accordance with City of Everett Municipal Code.

### Recommendation (exact action requested of Council):

Authorize the Mayor to execute the proposed Easement from the City of Everett to U.S. Golden Eagle Farms, LP

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

GRANTOR: City of Everett  
GRANTEE: U.S. Golden Eagle Farms, LP  
ABBR. LEGAL: *A ptn of the SW ¼, NW ¼, Sec 9, T28N R5E W.M.*  
ASSESSORS #: 28050900200500



#### EASEMENT

THIS AGREEMENT is made this 29 day of April, 2020,  
between City of Everett, a municipal corporation under the laws of the State of  
Washington, hereinafter referred to as "City" or "Grantor," and U.S. Golden Eagle Farms,  
LP, hereinafter referred to as, 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 installing and  
maintaining a vegetated buffer zone in compliance with City of Everett  
Municipal Code, together with the right of ingress to and egress from said  
property and across adjacent property of the Grantor during the  
construction, reconstruction, operation, maintenance, monitoring and  
repair of the vegetated buffer zone.

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 Grantee's use of the easement.

2. Grantee's construction, work or activity within the Easement shall be in conformance with all 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 Grantee 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 Grantee to cut, trim and remove any and all brush, trees, other vegetation and debris on Grantor's property which, in the Grantee's reasonable judgment, constitutes a hazard to the easement and the right of access for such purposes.

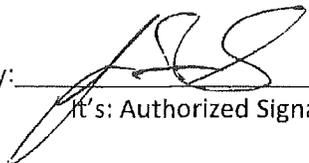
4. The Grantor agrees that title to all brush, trees, other vegetation or debris trimmed, cut and removed from the easement pursuant to this Agreement, and also all brush, trees, other vegetation or debris trimmed, cut and removed from Grantor's land pursuant to this Agreement is vested in the Grantee, 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. The Grantor covenants to the Grantee 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.



The terms and conditions of this easement are hereby accepted and approved U.S. Golden Eagle Farms, LP as of the date hereinabove set forth.

GRANTEE(S)  
U.S. Golden Eagle Farms, LP

By:   
Its: Authorized Signatory

REPRESENTATIVE ACKNOWLEDGMENT

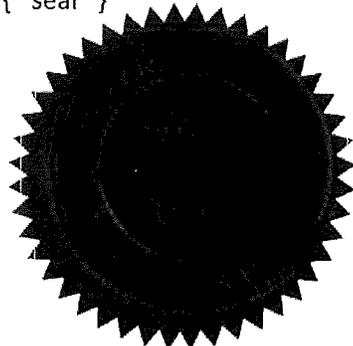
CANADA )  
PROVINCE OF ) :ss  
BRITISH COLUMBIA )

I certify that I know or have satisfactory evidence that James Chu  
signed this instrument, on oath stated that s/he was authorized to execute the  
instrument and acknowledged it as the authorized signatory of U.S. Golden Eagle Farms,  
LP to be the free and voluntary act of such party for the uses and purposes mentioned in  
the instrument.

Dated this 24 day of April, 2020  
at the city of Vancouver  
In the Province of British Columbia

By:   
Notary Public in and for the Province of British Columbia

{ seal }



**SUZAN EL-KHATIB**  
*Barrister & Solicitor*  
89 W. GEORGIA STREET  
VANCOUVER, B.C. V6B 0N8  
604-899-7565

EXHIBIT "A"  
LEGAL DESCRIPTION

The South 37.5 feet of the property described as follows:

The North 495 feet in width of the Southwest quarter of the Northwest quarter of Section 9, Township 28 North, Range 5 East, W.M., lying Easterly of that portion conveyed to Puget Sound Power and Light Co. by Deed recorded in Volume 219 of Deeds on page 219,

EXCEPT that portion condemned by Marshland Flood Control District in Snohomish County Superior Court Cause No. 76984.

Situate in the County of Snohomish, State of Washington.

**Project title:** Adopt a Resolution Declaring a 2009 John Deere 7130 Tractor and 2010 Tiger Saber Mower Arm Surplus and Authorizing Sale at Public Auction

## City Council Agenda Item Cover Sheet

**Council Bill #**

**Agenda dates requested:**

May 13, 2020

Briefing

Proposed action

Consent  No

Action

Ordinance

Public hearing

Yes  No

**Budget amendment:**

Yes  No

**PowerPoint presentation:**

Yes  No

**Attachments:**

Resolution

**Department(s) involved:**

Purchasing & Motor Vehicles

**Contact person:**

Theresa Bauccio-Teschlog

**Phone number:**

(425) 257-8901

**Email:**

tbauccio@everettwa.gov

**Consideration:** Resolution declaring a 2009 John Deere 7130 Tractor and 2010 Tiger Saber Mower Arm Surplus

**Project:** Surplus and sale of a 2009 John Deere 7130 Tractor and 2010 Tiger Saber Mower Arm

**Partner/Supplier:**

**Location:**

**Preceding action:**

**Fund:** Fund 401 Utilities

**Fiscal summary statement:**

Funds received from the surplus sale will be returned to Fund 401 Utilities.

**Project summary statement:**

The Public Works Department owns a 2009 John Deere 7130 Tractor (H0046) and 2010 Tiger Saber Mower Arm (H0046.1), which have been identified for surplus. These two items will be sold together as one unit.

The engine on the John Deere Tractor requires replacement. The estimate to replace the engine is approximately \$30,000 for parts and labor. The cost to replace the engine is greater than what the tractor is worth. Additionally, the cost to remove and refit the mower arm for a different tractor is greater than the value of the arm. The estimated value for the Equipment is approximately:

- 2009 John Deere 7130 Tractor (H0046) - \$15,000.00;
- 2010 Tiger Saber Mower Arm (H0046.1) - \$8000.00

**Initialed by:**

Department head

Administration

Council President

**Recommendation (exact action requested of Council):**

Adopt a Resolution declaring a 2009 John Deere 7130 Tractor and 2010 Tiger Saber Mower Arm surplus and authorizing sale at public auction



**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION declaring one 2009 John Deere 7130 Tractor (H0046) and 2010 Tiger Saber Mower Arm (H0046.1) surplus and authorizing for sale at Public Auction,**

**WHEREAS,**

1. The City has one 2009 John Deere 7130 Tractor (H0046) and 2010 Tiger Saber Mower Arm (H0046.1);
2. And, the above-referenced equipment is no longer of value or use to the City;
3. And, Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property;
4. And, based on the guidelines set forth in Section 2 of Ordinance 2963-06, a public auction is the disposition method that best meets the City's interests;
5. And, the City's Purchasing Manager has reported the basis for the estimated value of the surplus property and has recommended to surplus the above-referenced vehicle and equipment by public auction.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND EVERETT CITY COUNCIL THAT:**

1. The City has one 2009 John Deere 7130 Tractor (H0046) and 2010 Tiger Saber Mower Arm (H0046.1); and
2. The disposition of this equipment at a Public Auction is hereby authorized.

\_\_\_\_\_  
Councilmember introducing resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Council President



**Project title:** Adopt a Resolution Declaring a 2009 Amphib-Marine Vanguard Hovercraft and 2012 Trailer Surplus and Authorizing Sale at Public Auction

### City Council Agenda Item Cover Sheet

**Council Bill #**

**Agenda dates requested:**

May 13, 2020

Briefing

Proposed action

Consent  X

Action

Ordinance

Public hearing

Yes  No  X

**Budget amendment:**

Yes  No  X

**PowerPoint presentation:**

Yes  No  X

**Attachments:**

Resolution and Market Value Research

**Department(s) involved:**

Purchasing & Motor Vehicles

**Contact person:**

Theresa Bauccio-Teschlog

**Phone number:**

(425) 257-8901

**Email:**

tbauccio@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Consideration:** Resolution declaring a 2009 Amphib-Marine Vanguard Hovercraft and 2012 Trailer surplus

**Project:** Surplus and sale of a 2009 Amphib-Marine Vanguard Hovercraft and 2012 Trailer

**Partner/Supplier:**

**Location:**

**Preceding action:**

**Fund:** Fund 401 Utilities Fund

**Fiscal summary statement:**

Funds received from this surplus sale will be returned to Fund 401 Utilities.

**Project summary statement:**

The Public Works Department owns a 2009 Amphib-Marine Vanguard 14-27 Hovercraft (WC008) and 2012 "Homemade" Trailer (T0067), which can only be used for the Hovercraft and which have been identified for surplus.

The equipment is no longer being used. In order to prevent further on-going preventative maintenance and repair costs, the items are being surplused. The estimated value for the Hovercraft is approximately \$13,000 and \$1,000 for the trailer.

**Recommendation (exact action requested of Council):**

Adopt a Resolution declaring a 2009 Amphib-Marine Vanguard Hovercraft and 2012 Trailer surplus and authorizing sale at public auction.



**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION declaring one 2009 Amphib-Marine Hovercraft Vanguard 14-27 Hovercraft (WC008) and one 2012 Trailer (T0067) surplus and authorizing for sale at Public Auction,**

**WHEREAS,**

1. The City has one 2009 Amphib-Marine Hovercraft Vanguard 14-27 Hovercraft (WC008) and one 2012 Trailer (T0067);
2. And, the above-referenced equipment is no longer of value or use to the City;
3. And, Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property;
4. And, based on the guidelines set forth in Section 2 of Ordinance 2963-06, a public auction is the disposition method that best meets the City's interests;
5. And, the City's Purchasing Manager has reported the basis for the estimated value of the surplus property and has recommended to surplus the above-referenced vehicle and equipment by public auction.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND EVERETT CITY COUNCIL THAT:**

1. The City has one 2009 Amphib-Marine Hovercraft Vanguard 14-27 Hovercraft (WC008) and one 2012 Trailer (T0067); and
2. The disposition of this equipment at a Public Auction is hereby authorized.

\_\_\_\_\_  
Councilmember introducing resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Council President



AMPHIBIOUS MARINE  
HOVERCRAFT for  
BUSINESS & ADVENTURE

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[Our Story](#) ▾

[Vessels](#) ▾

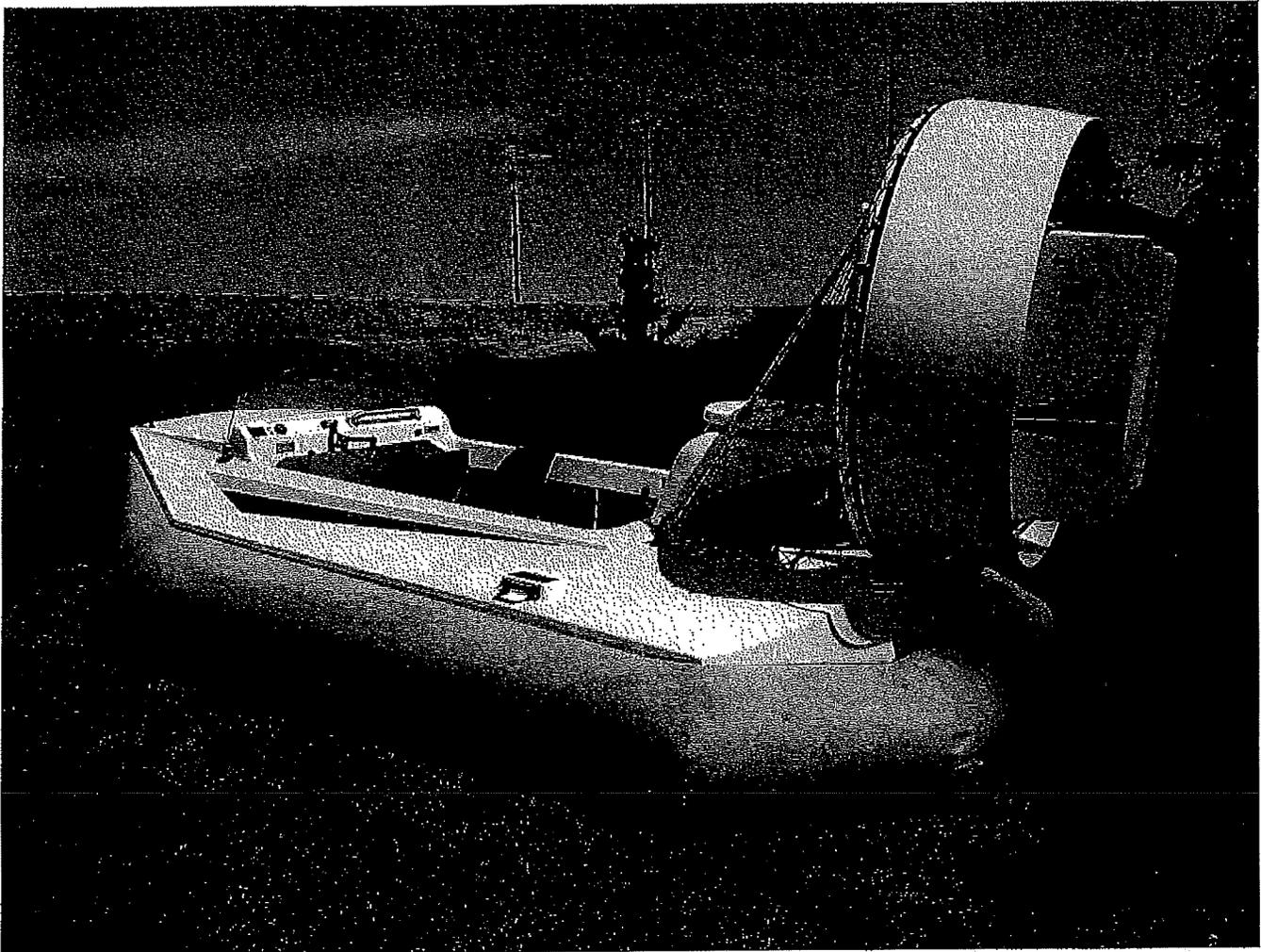
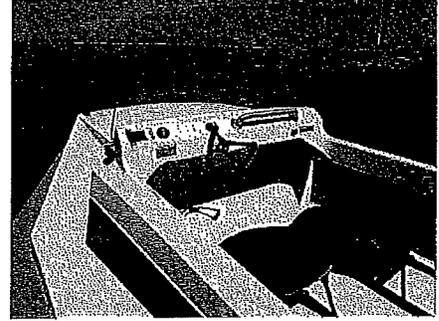
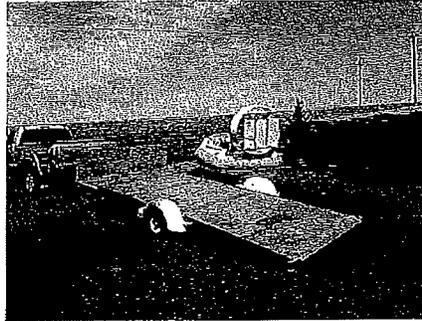
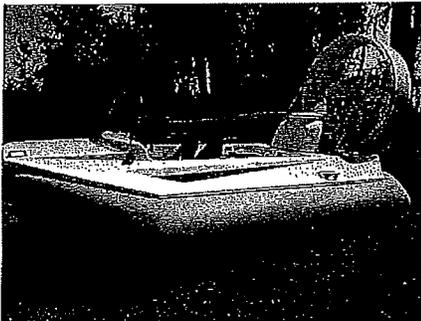
[Videos](#)

[Hovercraft For Sale](#) ▾

[Service](#)

## Used hovercraft for sale, 4 passenger, built by Amphibious Marine

SOLD 2008 Vanguard 14D \$13,700



Used hovercraft for sale, 4 passenger, built by Amphibious Marine -

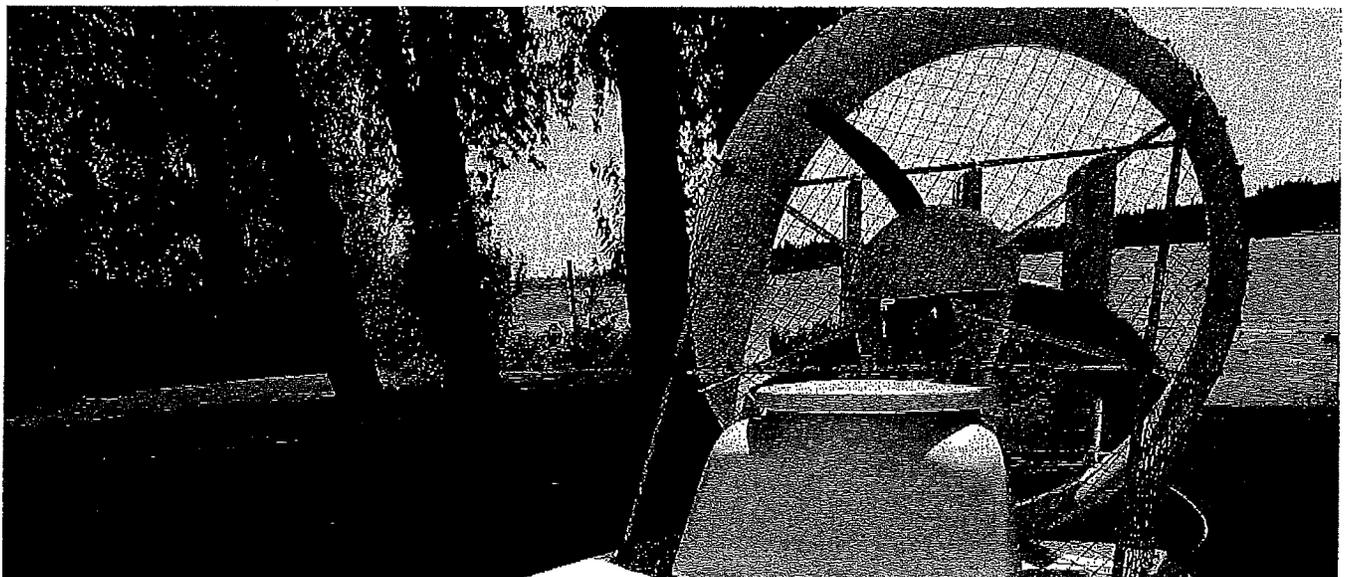
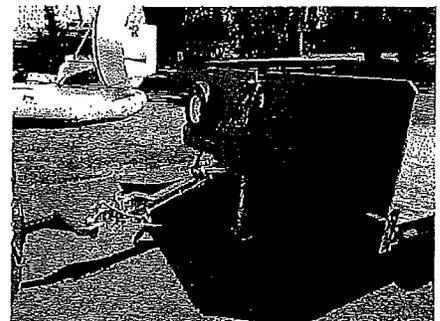
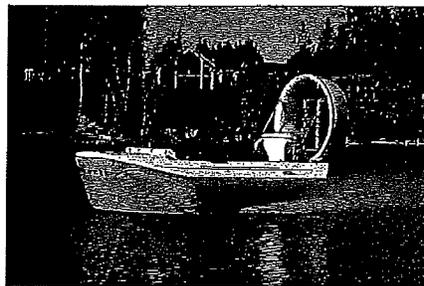
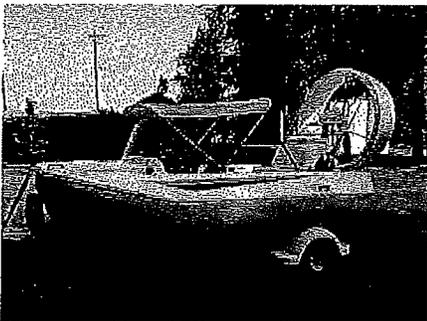
4/1/2020 4:09:36 PM

This used hovercraft for sale features a 28 hp EFI Kohler engine, 93 hours run time. Top speed 32mph, cruise at 25mph on 1.3 GPH. Payload 750 lbs. Includes trailer and Bimini top. Hypalon skirt which is much more wear resistant than vinyl skirts, and lasts very long in the sun. This craft is located in Washington state.

Call 360-426-3170, [bryan@amphibiousmarine.com](mailto:bryan@amphibiousmarine.com)

## Hovercraft Specifications

- Dimensions: 14' X 7' (4.3m X 2.1m) cushion, 82ft<sup>2</sup> (7.6m<sup>2</sup>) Length over all: 16' (4.9m). Cockpit space 82" X 50" (208cm x 127cm). Height: 6' 9" (2.06m) off cushion. Cushion depth or hard clearance: 10.5" (26.7cm).
- Payload: 3-4 adults or 750 lbs (340 kg) payload, includes people, fuel and gear.
- Empty Weight: 550 lbs (249 kg).
- Speed: 32mph (51.2 kph) maximum on water in flat calm conditions, 25mph (40 kph) cruise.
- Fuel Use: (EFI) 1.3 gallons (5 litres)/hour at cruise
- 6.5 gallon tank gives a range of over 100 miles.
- Hull: Molded composite laminate, epoxy vinyl ester resin, with glass fiber reinforcement and light weight cores. The craft is comprised of a hull, deck, and seven bulkheads all permanently bonded together. Three sealed compartments, front and rear provide 1100 lbs (500kg) of flotation. No wood is used in the construction of the craft.





## Exploration awaits

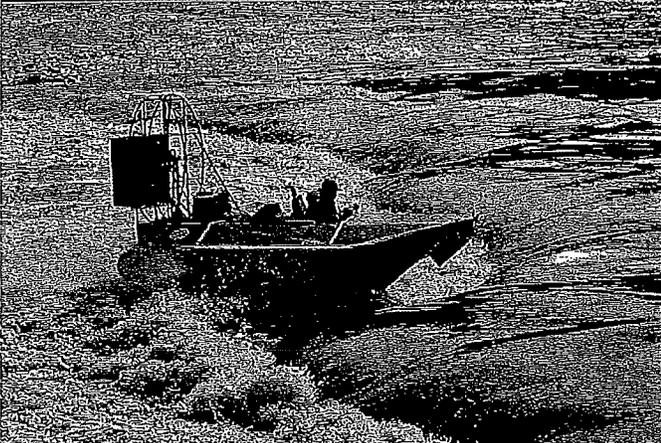
The designer has taken 500 mile trips through the Puget Sound with an 18 hp version of this craft. You can read about the trip here. In fair conditions you can travel in open water between islands. Explore areas rarely seen by others. River deltas, estuaries, mudflats, rivers during low water and high.



If you need a larger used hovercraft consider the Explorer 22x10 here.



A camouflage version of the Vanguard 14D is here.



If you want to build your own from scratch this Surveyor model is very similar.

Used hovercraft for sale, 4 passenger, built by Amphibious Marine -

4/1/2020 4:09:36 PM

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**Project title:** Adopt a Resolution Declaring a 2004 Freightliner M2 106 Asphalt Truck, Snowplow, Sander and Oil Spreader Surplus and Authorizing Sale at Public Auction

### City Council Agenda Item Cover Sheet

**Council Bill #**

**Agenda dates requested:**

May 13, 2020

Briefing

Proposed action

Consent  X

Action

Ordinance

Public hearing

Yes  No  X

**Budget amendment:**

Yes  No  X

**PowerPoint presentation:**

Yes  No  X

**Attachments:**

Resolution

**Department(s) involved:**

Purchasing & Motor Vehicles

**Contact person:**

Theresa Bauccio-Teschlog

**Phone number:**

(425) 257-8901

**Email:**

tbauccio@everettwa.gov

**Consideration:** Resolution declaring a 2004 Freightliner M2 106 Asphalt Truck, Snowplow, Sander and Oil Spreader Surplus

**Project:** Surplus and sale of a 2004 Freightliner M2 106 Asphalt Truck, Snowplow, Sander and Oil Spreader

**Partner/Supplier:**

**Location:**

**Preceding action:**

**Fund:** Fund 126 Vehicle Replacement Fund

**Fiscal summary statement:**

Funds received from the surplus sale will be returned to Fund 126 Vehicle Replacement Fund.

**Project summary statement:**

The Public Works Department owns a 2004 Freightliner M2 106 Asphalt Truck (J0072), 1992 Root TPR-11, 11-foot Snowplow (N0002), 2004 Tarco 14-foot Sander & Spreader (N0018) and 1991 Etnyre 1500-gallon Oil Spreader (4400) with homemade trailer (6400), which have been identified for surplus. The five items will be sold together as one unit.

The equipment is past its useful life and has been replaced by two- 2020 International HV607 trucks (J0166), (J0165), a truck-mounted de-icing system (N0047), sander (N0049), and snowplow (N0048), which were purchased in 2019.

The estimated value for the Equipment is approximately:

- M2 106 asphalt truck (J0072) - \$25,000.00;
- 1992 Root TPR-11, 11-foot snowplow (N0002) - \$2500.00;
- 2004 Tarco 14-foot sander & spreader (N0018) - \$5,000.00; and
- 1991 Etnyre 1500-gallon oil spreader (4400) and homemade trailer for the oil spreader (6400) - \$5000.00

**Initialed by:**

Department head

Administration

Council President

**Recommendation (exact action requested of Council):**

Adopt a Resolution declaring a 2004 Freightliner M2 106 Asphalt Truck, Snowplow, Sander and Oil Spreader Surplus and Authorizing Sale at Public Auction.



**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION declaring one 2004 Freightliner M2 106 Asphalt Truck (J0072), 1992 Root TPR-11, 11-foot Snowplow (N0002), 2004 Tarco 14-foot Sander & Spreader (N0018) and 1991 Etnyre 1500-gallon Oil Spreader (4400) with homemade trailer (6400) surplus and authorizing for sale at Public Auction,**

**WHEREAS,**

1. The City has one 2004 Freightliner M2 106 Asphalt Truck (J0072), 1992 Root TPR-11, 11-foot Snowplow (N0002), 2004 Tarco 14-foot Sander & Spreader (N0018) and 1991 Etnyre 1500-gallon Oil Spreader (4400) with homemade trailer (6400);
2. And, the above-referenced equipment is no longer of value or use to the City;
3. And, Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property;
4. And, based on the guidelines set forth in Section 2 of Ordinance 2963-06, a public auction is the disposition method that best meets the City's interests;
5. And, the City's Purchasing Manager has reported the basis for the estimated value of the surplus property and has recommended to surplus the above-referenced vehicle and equipment by public auction.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND EVERETT CITY COUNCIL THAT:**

1. The City has one 2004 Freightliner M2 106 Asphalt Truck (J0072), 1992 Root TPR-11, 11-foot Snowplow (N0002), 2004 Tarco 14-foot Sander & Spreader (N0018) and 1991 Etnyre 1500-gallon Oil Spreader (4400) with homemade trailer (6400); and
2. The disposition of this equipment at a Public Auction is hereby authorized.

\_\_\_\_\_  
Councilmember introducing resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Council President



**Project title:** Adopt a Resolution Declaring a 1998 Vermeer Trailer Mounted Woodchipper Surplus and Authorizing Sale at Public Auction

### City Council Agenda Item Cover Sheet

**Council Bill #**

**Consideration:** Resolution declaring a 1998 Vermeer Trailer Mounted Woodchipper Surplus

**Agenda dates requested:**

May 13, 2020

**Project:** Surplus and sale of a 1998 Vermeer Trailer Mounted Woodchipper

Briefing

Proposed action

Consent  X

Action

Ordinance

Public hearing

Yes  No  X

**Partner/Supplier:**

**Location:**

**Preceding action:**

**Fund:** Fund 126 Vehicle Replacement Fund

**Budget amendment:**

Yes  No  X

**Fiscal summary statement:**

Funds received from the surplus sale will be returned to Fund 126 Vehicle Replacement Fund.

**PowerPoint presentation:**

Yes  No  X

**Project summary statement:**

The Public Works Department owns a 1998 Vermeer BC1250A Trailer Mounted Woodchipper (T0023), which has been identified for surplus. The equipment is past its useful life and has been replaced by a Vermeer BC1200XL trailer-mounted woodchipper (T0098). The estimated value for the Woodchipper is approximately \$7,500.00.

**Attachments:**

Resolution

**Department(s) involved:**

Purchasing & Motor Vehicles

**Contact person:**

Theresa Bauccio-Teschlog

**Phone number:**

(425) 257-8901

**Email:**

tbauccio@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Recommendation (exact action requested of Council):**

Adopt a resolution declaring a 1998 Vermeer trailer mounted woodchipper surplus and authorizing sale at public auction



**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION declaring one 1998 Vermeer BC1250A Trailer Mounted Woodchipper (T0023) surplus and authorizing for sale at Public Auction,**

**WHEREAS,**

1. The City has one 1998 Vermeer BC1250A Trailer Mounted Woodchipper (T0023);
2. And, the above-referenced equipment is no longer of value or use to the City;
3. And, Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property;
4. And, based on the guidelines set forth in Section 2 of Ordinance 2963-06, a public auction is the disposition method that best meets the City's interests;
5. And, the City's Purchasing Manager has reported the basis for the estimated value of the surplus property and has recommended to surplus the above-referenced vehicle and equipment by public auction.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND EVERETT CITY COUNCIL THAT:**

1. The City has one 1998 Vermeer BC1250A Trailer Mounted Woodchipper (T0023); and
2. The disposition of this equipment at a Public Auction is hereby authorized.

\_\_\_\_\_  
Councilmember introducing resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Council President



**Project title:** WSDOT Franchise Agreement Amendment to Facilitate Water Main Repairs at SR-5 Bridge 645W

### City Council Agenda Item Cover Sheet

**Council Bill #** *interoffice use*

**Agenda dates requested:**

May 13, 2020

Briefing

Proposed action

Consent  X

Action

Ordinance

Public hearing

Yes  X No

**Budget amendment:**

Yes  X No

**PowerPoint presentation:**

Yes  X No

**Attachments:**

Franchise Agreement w/  
misc. Exhibits and  
Repair Drawings

**Department(s) involved:**

Public Works

**Contact person:**

Randy Loveless *RL*

**Phone number:**

425.257.8825

**Email:**

rloveless@everettwa.gov

**Initialed by:**

*RLS*  
Department head

Administration

*JT*  
Council President

**Consideration:** Utility Franchise Agreement

**Project:** Water Main Repairs at SR-5 Bridge 645W

**Partner/Supplier :** WSDOT

**Location:** Southbound lanes of I-5 near East Grand Ave overpass

**Preceding action:** 12/04/19 Maintenance Agreement with WSDOT

**Fund:** 401 = Utilities

**Fiscal summary statement:**

*No fiscal Impact*

**Project summary statement:**

In December 2019, Council reviewed and approved a maintenance agreement that allowed City crews to access and repair a damaged 8-inch ductile iron pipe water main suspended from the I-5 bridge over the Snohomish River using a WSDOT Under-Bridge Inspection Truck (UBIT)

When crews accessed the repair location, it was discovered that anchor bolts attaching the water main to the concrete bridge pier had failed – which could not be observed from the ground prior to accessing water main with the UBIT.

In order to repair the anchor bolts, WSDOT is requiring the City to amend the existing utility franchise agreement (Franchise No. 10875, expiring in 2036). This amendment, which is initiated by the attached form 224-696, incorporates an updated set of General Provisions. Because these General Provisions include updated indemnification language, council review and Mayor signature are required.

Repairing the water main is necessary in order maintain water service to Smith Island when the Tulalip transmission line is taken off-line for inspection.

**Recommendation (exact action requested of Council):**

Authorize the Mayor to sign the attached Utility Accommodation Application (Franchise Agreement) with Washington State Department of Transportation.

# Utility Accommodation Application (Permit or Franchise)

<b>Utility Contact Information</b>				CLEAR FORM
Utility Company City of Everett Public Works Department		Utility Contact Name Randy Loveless, P.E.		
Email rloveless@everettwa.gov		Phone (Office/Cell/Voicemail) (425) 257-8825		
<b>Location</b> ( <a href="http://www.snagmp.com">www.snagmp.com</a> )				
State Route SR 5	Milepost Begin 194.8	Milepost End 194.8	County Snohomis	
<b>Installation</b>				<b>Submit the Following Documentation:</b>
<b>Please Check One</b> <input type="checkbox"/> Power <input type="checkbox"/> Sewer <input checked="" type="checkbox"/> Water <input type="checkbox"/> Telecommunication <input type="checkbox"/> Gas <input type="checkbox"/> Other _____		<b>Please Check All That Apply</b> <input type="checkbox"/> Buried <input type="checkbox"/> Aerial <input type="checkbox"/> Surface Feature (Pole, ped, vault) <input checked="" type="checkbox"/> Attached to a bridge/structure		Utility Facility Description ( <a href="#">UFD</a> ) Plan Sheets  For Additional Documents Applicable to your work, see Submitting a Utility Accommodation Application Webpage ( <a href="#">Link</a> )
<b>Describe Installation Type</b> (Briefly explain)				
<p>The City of Everett owns an 8-inch ductile iron pipe water main that crosses the Snohomish River via Bridge 5/645W. The original bridge design included the water main and attachments to the bridge piers and bridge superstructure. After noticing the water main was leaking on the south end of the bridge, the City attempted to repair the water main under Maintenance Agreement GMB-1165, signed by WSDOT on 3/12/2020. When attempting the repairs on 3/13/2020, it was discovered that anchors attaching two of the water main support brackets to the concrete bridge pier had failed, and need to be replaced prior repairing the water main. The attached design is for the repair of the water main and the replacement of failed concrete anchors.</p>				
Anticipated Construction Start Date:		July 13, 2020	Project Duration:	
			1 week	
<b>Billing Information*</b>				
Contact Name City of Everett Public Works, Attn: Randy Loveless				
Street 3200 Cedar Street				
City Everett		State WA	Zip + 4 98201	
Phone (Office/Cell/Voicemail) 425-257-8825		Email rloveless@everettwa.gov		
Federal Tax ID 91-6001248		Applicant Reference Work Order ( <i>optional</i> ) 202-0858		
<b>Utility Authorized Signatory</b>				
Signature		Printed Name & Title/Owner Cassie Franklin, Mayor		Date
<p>The Authorized Signature indicates the <a href="#">General Provisions</a>, as provided, have been read and are agreed to by the Utility. The Utility understands, based on the proposed installation, applicable special provisions will be provided at issuance of your Permit or Franchise.</p> <p>* WSDOT has the authority to invoice the Utility for all work associated with the review, processing and inspection of the proposed installation. The applicant promises to pay any additional costs, in addition to the fees, incurred by WSDOT in accordance with <a href="#">WAC 468-34</a> and <a href="#">RCW 47.44</a>.</p>				
<b>Supplemental Contact Information of Authorized Agent if NOT the Utility</b>				
Company Name		Contact Name		
Email		Phone (Office/Cell/Voicemail)		



This Permit or Franchise is issued pursuant to the terms of [RCW 47.32](#), [RCW 47.44](#), and [WAC 468-34](#), and amendments thereto. Renewal of a Franchise must be by application prior to expiration of this Franchise as required by [RCW 47.44.020\(3\)](#).

1. A copy of this Permit or Franchise must be on the job site, protected from the elements, at all times during any construction authorized by this Permit or Franchise.
2. The Utility agrees to pay the reasonable costs for investigating, handling, and granting the Permit or Franchise, including, but not limited to basic overhead charges and for providing an inspector during construction and/or maintenance of the Utility's facilities. Further, the Utility agrees that it shall be responsible for and pay WSDOT's expended direct and indirect costs associated with applicable provisions of the Permit or Franchise. WSDOT will assign a reimbursable account to the Utility as a means of invoicing the Utility for the costs associated with this Permit or Franchise.
  - (a) WSDOT will assign a reimbursable account to the Utility as a means of invoicing the Utility for the costs associated with this Permit or Franchise.
  - (b) WSDOT will invoice the Utility and the Utility agrees to pay WSDOT within thirty (30) calendar days of receipt of an invoice.
3. Upon approval of this Permit or Franchise, the Utility shall diligently proceed with the Work and comply with all General and Special provisions herein. Construction of facilities proposed under this Permit or Franchise shall begin within one (1) year and must be completed within three (3) years from date of WSDOT approval. "Work" under this Permit or Franchise shall mean construction, operation, and maintenance of the Utility's facilities as authorized herein.
4. The Utility shall notify WSDOT representative in special provision 1 of the name, address, and telephone number of its contractor when Work outlined herein is going to be performed with other than its own forces. When the Utility uses a contractor, an authorized representative of the Utility shall be present at all times unless otherwise agreed to by WSDOT representative. A list of authorized representatives shall be submitted prior to the construction start date. (Authorized representatives are defined as persons having signatory authority for the Utility and or the authority to control the Work as needed for any issues identified by WSDOT.)
5. The Utility agrees to schedule and perform its Work in such a manner as not to delay WSDOT's contractor's work when WSDOT has a contractor performing work in the vicinity of the Utility's Work.
6. All contact between WSDOT and the Utility's contractor shall be through the Utility representative. Where the Utility chooses to perform the Work with its own forces, it may elect to appoint one of its own employees engaged in the Work as its representative. The Utility, at its own expense, shall adequately police and supervise all Work performed by itself, its contractor, subcontractor, agent, and/or others, so as not to endanger or injure any person or property.
7. The Utility shall contact the identified WSDOT representative two (2) weeks prior to conducting Work, to determine the location of survey control monuments within the area in which the Utility will be working. In the event any monument or right of way marker will be altered, damaged, or destroyed by the Utility, WSDOT, prior to Utility Work, will reference or reset the monument or right of way marker. During the Work, upon discovery of a monument or right of way marker, the Utility shall cease Work in that area and immediately notify WSDOT of the discovery. WSDOT will coordinate with the Utility to ensure that the monument or right of way marker is recorded or replaced. The Utility agrees to pay all WSDOT costs to perform monument or right of way marker work, as provided in this provision, in accordance with general provision 2.
8. In the event any milepost, fence, or guardrail is located within the limits of the Utility's Work and will be disturbed during Utility Work, the Utility agrees to carefully remove these highway facilities prior to Utility Work and reset or replace these highway facilities after the Utility Work, to WSDOT's sole satisfaction and at the sole cost of the Utility. The Utility agrees that all highway signs and traffic control devices shall not be removed or disturbed during Utility Work.

9. The Utility agrees that all Work shall be done to the satisfaction of WSDOT. All material and workmanship shall conform to [WSDOT's Standard Specifications for Road, Bridge, and Municipal Construction](#), current edition, and amendments thereto, and shall be subject to WSDOT inspection. All WSDOT acceptance and inspections are solely for the benefit of WSDOT and not for the benefit of the Utility, the Utility's contractor (if any), or any third party. The Utility agrees that it shall pay all WSDOT inspection costs in accordance with general provision 2.
10. The Utility shall comply with the [Manual on Uniform Traffic Control Devices for Streets and Highways \(Federal Highway Administration\)](#) and the State of Washington modifications thereto ([chapter 468-95 WAC](#)) while it performs the Work. If WSDOT requires, the Utility shall submit a signing and traffic control plan to WSDOT's representative for approval prior to construction or maintenance Work. No lane closures shall be allowed except as approved by WSDOT's representative. Approvals may cause revision of Special Provisions of this Permit or Franchise, including hours of operation.
11. This Permit or Franchise may not be amended or modified without WSDOT's prior review and approval. Upon completion of the Work, the Utility shall provide a written notice of completion of the Work to WSDOT's representative within ten (10) calendar days of the completion of the Work so that WSDOT may make its final inspection. Further, the Utility shall provide the Region Utilities Engineer with detailed as-built drawings within ninety (90) calendar days of Work completion, if the originally approved Permit or Franchise construction plans have been revised during the course of construction.
12. If WSDOT, at its sole discretion, shall determine that any or all of the Utility's facilities must be modified, removed from, or relocated within the state-owned highway right of way as necessary, incidental, or convenient for the construction, alteration, improvement, repair, relocation, or maintenance of the state highway, or for the safety of the traveling public, the Utility, its successors and assigns, shall, at its sole cost and expense, upon written notice by WSDOT, modify, relocate, or remove any or all of its facilities within or from the state-owned highway right of way as required by WSDOT. The Utility shall perform in a timely manner all facility modifications, relocations, and/or removals as WSDOT directs, to avoid highway project impacts or delays and in such manner as will cause the least disruption of traffic or interference with WSDOT's continued operation and/or maintenance of the highway.
13. Should the Utility fail or refuse to comply with WSDOT's direction, pursuant to general provision 12, to modify, remove, or relocate any Utility facility, WSDOT may undertake and perform any modification, removal, or relocation of the Utility facility that WSDOT, in its sole discretion, deems necessary. The Utility agrees to pay WSDOT's expended costs and expenses for performing the work, in accordance with general provision 2.
14. If WSDOT determines in good faith that emergency maintenance work on the Utility's facility is needed to (a) protect any aspect of the state highway right of way, or (b) secure the safety of the traveling public due to a failure of the Utility's facility, WSDOT may perform the necessary work without the Utility's prior approval, and the Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with general provision 2. WSDOT will notify the Utility of the emergency work performed as soon as practicable.
15. WSDOT may amend, revoke, or cancel this Permit or Franchise at any time by giving written notice to the Utility. If the Permit or Franchise is amended, the Utility will have thirty (30) calendar days to modify the facility as the Permit or Franchise amendment(s) require. If the facility modifications cannot be made within thirty (30) calendar days, the Utility shall respond to WSDOT, in writing, as to when the facility modifications can be made. If the Permit or Franchise is revoked or canceled, the Utility shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way thirty (30) calendar days after written notice of Permit or Franchise revocation or cancellation may be removed by WSDOT at the expense of the Utility. The Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with general provision 2.
16. Should the Utility breach any of the conditions and requirements of this Permit or Franchise, or should the Utility fail to proceed with due diligence and in good faith with the Work as authorized by this Permit or Franchise, WSDOT may cancel or revoke the Permit or Franchise upon thirty (30) calendar days written notice to the Utility.
17. The Utility shall not excavate or place any obstacle within the state-owned highway right of way in such a manner as to interfere with WSDOT's construction, operation, and maintenance of the state-owned highway right of way or the public's travel thereon without first receiving WSDOT's written authorization.
18. The Utility agrees to maintain, at its sole expense, its facilities authorized by this Permit or Franchise in a condition satisfactory to WSDOT.
19. The Utility agrees that it is financially responsible to WSDOT for all necessary expenses incurred in inspecting the construction and restoring the highway pavement or related transportation equipment or facilities to a permanent condition suitable for travel as determined by WSDOT, as well as financially responsible to WSDOT for trenching

work not completed and for compensating WSDOT for the loss of useful pavement life caused by trenching as required by [RCW 47.44.020](#).

20. Upon completion of all Work, the Utility shall immediately remove all rubbish and debris from the state-owned highway right of way, leaving the state-owned highway right of way in a neat, presentable, and safe condition to WSDOT's satisfaction. Any Work-related rubbish and debris clean up, or any necessary slope treatment to restore and/or protect the state-owned right of way, not done within one (1) week of Work completion, unless otherwise negotiated, will be done by WSDOT at the expense of the Utility. The Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with general provision 2.
21. For the benefit and safety of the traveling public, the Utility voluntarily agrees to permit WSDOT to attach and maintain upon any Utility facility under this Permit or Franchise any required traffic control devices, such as traffic signals, luminaires, and overhead suspended signs, when the use of such devices or attachments does not interfere with the use for which the facility was constructed. WSDOT shall bear the cost of attachment and maintenance of such traffic control devices, including the expended cost of any extra Utility infrastructure construction beyond what is necessary for the Utility's facility; such extra cost to be jointly determined by WSDOT and the Utility. WSDOT shall not share in the Utility facilities' cost of installation, operation, or maintenance of any of the facilities installed under this Permit or Franchise.
22. The Utility shall comply with [WSDOT's Temporary Erosion and Sediment Control Manual \(M 3103.01\)](#) and any revisions thereto, for erosion control and/or to mitigate any erosion occurring as a result of the Work. If the Utility Work performed under this Permit alters, modifies, changes, or interferes in any way with the drainage of the state-owned highway right of way, the Utility shall, at its own expense, make all corrections and/or provisions WSDOT requires to fix and restore the state-owned right of way drainage to its original condition and function prior to the Utility's Work. Any flows from the Utility shall not exceed the flows discharging to WSDOT drainage prior to the new work. Any flows discharged to state-owned highway right of way shall meet the requirements for quantity and water quality according to the current version [Highway Runoff Manual \(M 31-16\)](#). Should the Utility not make the required drainage restoration, WSDOT reserves the right to make such changes as necessary to restore the original drainage function at the sole cost of the Utility, and the Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with Stormwater Discharge General Provision 2.
23. The Utility shall be responsible for securing all necessary permits, including but not limited to, federal, state, and local regulatory, tribal, environmental, archeological, and railroad permits and permits from the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife, and/ or the U.S. Army Corps of Engineers prior to beginning the Work authorized by this Permit or Franchise. The Utility shall be responsible for mitigation measures where wetlands have been disturbed and agrees that it is responsible for any fines imposed for noncompliance with the permit(s) conditions or for failure to obtain the required permits. In addition, the Utility, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, WSDOT and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages (to regulatory agencies, persons, and/or property), arising out of, or in any way resulting from, the Utility's failure to (1) obtain any required permit for the Utility Work or (2) comply with permit conditions. Further, the Utility shall be responsible for compliance with all federal, state, and local laws, regulations.
24. For any of the Utility's Work that requires permit coverage under the "CONSTRUCTION STORMWATER GENERAL PERMIT – National Pollutant Discharge Elimination System and State Waste Discharge General Permit for Stormwater Discharges Associated with Construction Activity" (Construction Stormwater General Permit), the Utility shall obtain said permit coverage and shall comply with all requirements of the Construction Stormwater General Permit. Upon WSDOT's request, the Utility shall provide a copy of the Construction Stormwater General Permit. In addition, the Utility, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, WSDOT and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages (to regulatory agencies, persons, and/or property), arising out of, or in any way resulting from, the Utility's failure to (1) obtain coverage under the Construction Stormwater General Permit for Utility Work or (2) comply with the Construction Stormwater General Permit requirements.

25. This Permit or Franchise does not authorize the Utility, or its employees, contractors, or agents, any right to cut, spray, retard, remove, destroy, disfigure, or in any way modify the physical condition of any vegetative material located on the state-owned highway right of way. Should the Utility anticipate that its Work will alter the appearance of the state-owned highway right of way vegetation, the Utility shall notify WSDOT representative listed in special provision 1 to obtain WSDOT's prior written approval of the Utility's proposed work. If WSDOT permits the Utility to modify the state-owned highway right of way vegetation, it agrees that any vegetation cutting and/or trimming activities shall be conducted in such a manner that the state-owned highway right of way vegetation appearance will not be damaged. Should the Utility damage the appearance of the state-owned highway right of way vegetation without WSDOT's prior written approval, the Utility is subject to penalties provided for in RCWs [47.40.070](#), [47.40.080](#), and [4.24.630](#), as applicable.
26. The Utility hereby certifies that its facilities described in this Permit or Franchise are (1) in compliance with the Control Zone Guidelines, or (2) for a franchise consolidation or renewal, a mitigation plan has been submitted and approved for any existing Location I or Location II utility objects to be corrected in accordance with the Control Zone Guidelines, pursuant to Chapter 9 of WSDOT's [Utilities Manual \(M 22-87\)](#) and any revisions thereto.
27. The Utility shall not assign or transfer this Permit or Franchise without WSDOT's prior written approval. The Utility understands that any assignment or transfer requires the assignee or transferee to have the means to assume all obligations, duties, and liabilities of the terms and conditions of this Permit or Franchise, and the Utility will advise the assignee or transferee of its obligation to apply for an updated or replacement Permit or Franchise. If WSDOT does not approve the assignment or transfer, this Permit or Franchise shall automatically terminate, and the facility occupying state-owned highway right of way shall be subject to the terms of RCW [47.44.060](#).
28. The Utility, its successors and assigns, shall indemnify, defend at its sole cost and expense, and hold harmless the State of Washington, its officers and employees, from all claims, demands, damages (both to persons and/or property), expenses, regulatory fines, and/or suits that (1) arise out of or are incident to any acts or omissions of the Utility, its agents, contractors, and/or employees, in the use of the state-owned highway right of way as authorized by the terms and conditions of this Permit or Franchise, or (2) are caused by the breach of any of the terms or conditions of this Permit or Franchise by the Utility, its successors and assigns, and its contractors, agents, and/or employees. The Utility, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington, its officers and/or employees, if the claim, suit, or action for damages (both to persons and/or property) is caused by the acts or omissions of the State of Washington, its officers and/or employees; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the State of Washington, its officers and/or employees, and (b) the Utility, its agents, contractors, and/or employees, or involves those actions covered by RCW [4.24.115](#), the indemnity provisions provided herein shall be valid and enforceable only to the extent of the acts or omissions of the Utility, its agents, contractors, and/or employees.
29. The Utility agrees that its obligations under this Permit or Franchise extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while performing Work under this Permit or Franchise while located on state-owned highway right of way. For this purpose, the Utility, by MUTUAL NEGOTIATION, hereby waives, with respect to the State of Washington only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in [chapter 51.12 RCW](#).
30. The indemnification and waiver provided for in general provisions 28 and 29 shall survive the termination of this Permit or Franchise.
31. Any action for damages against the State of Washington, its agents, contractors, and/or employees, arising out of damages to a utility or other facility located on state-owned highway right of way, shall be subject to the provisions and limitations of [RCW 47.44.150](#).
32. This Permit or Franchise shall not be deemed or held to be an exclusive one and shall not prohibit WSDOT from granting rights of like or other nature to other public or private utilities, nor shall it prevent WSDOT from using any of the state-owned highway right of way or other properties for transportation purposes, or affect WSDOT's right to full supervision and control over all or any part of the state-owned highway right of way or properties, none of which is hereby surrendered. Further, WSDOT reserves the exclusive right to require that all utility facilities be subject to joint trenching and occupancy.







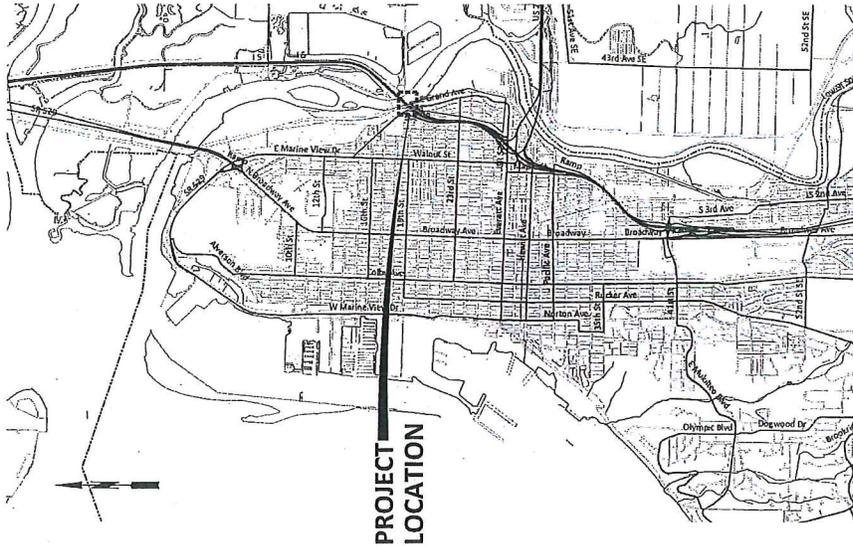
**Exhibit B**  
Street View Photo

**EXHIBIT C**

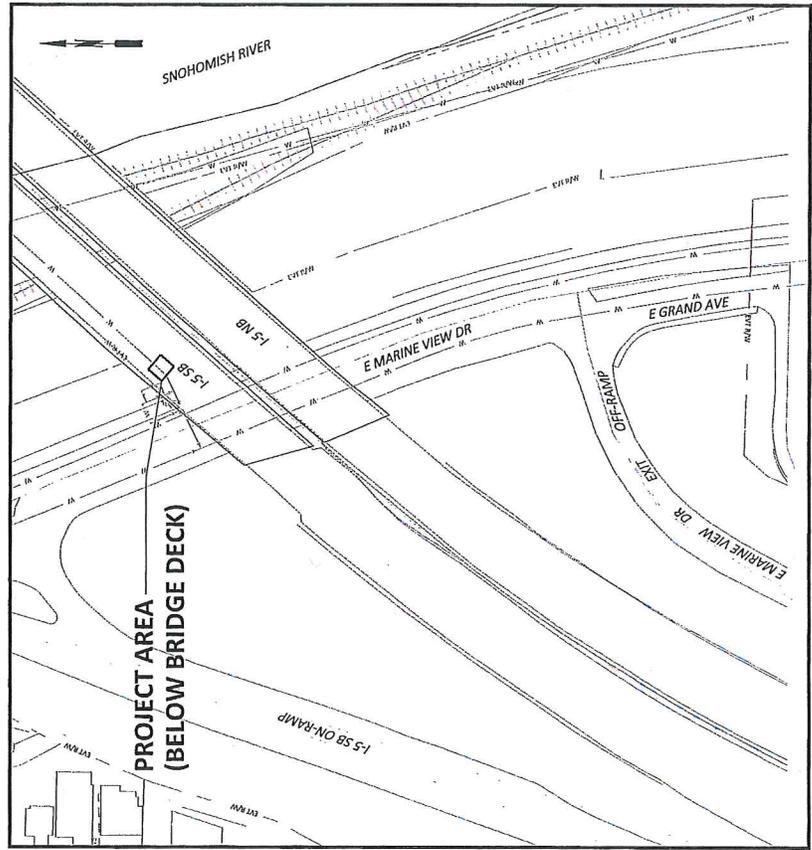
Bridge Attachment Plan &  
Utility Repair Plan/Details

# CITY OF EVERETT PUBLIC WORKS DEPARTMENT WATER MAIN REPAIR AT SR-5 BRIDGE 645W

WORK ORDER: 2020-0858



**PROJECT LOCATION**



**PROJECT AREA**  
SCALE: 1"=50'

**CITY OFFICIALS:**

**MAYOR:**  
CASSIE FRANKLIN

**COUNCIL MEMBERS:**

COUNCIL PRESIDENT  
JUDY TUOHY

PAUL ROBERTS  
JEFF MOORE  
SCOTT MURPHY

LIZ VOGELI  
SCOTT BADER  
BRENDA STONECIPHER

**RECOMMENDED FOR APPROVAL:**

*[Signature]*  
RAJESH K. RAJ  
RAJESH K. RAJ, P.E.  
MAINTENANCE SUPERINTENDENT  
GRANT TROEN, P.E.

**APPROVED BY:**

*[Signature]*  
RYAN L. SASS, P.E.  
PUBLIC WORKS DIRECTOR



SHEET #	DRAWING #	TITLE
1	C1	COVER
2	C2	GENERAL NOTES & LEGEND
3	C3	BRIDGE ATTACHMENT-WATER MAIN REPAIR PLAN & DETAILS

**ISSUED FOR CONSTRUCTION**



**811**  
Know what's below.  
Call before you dig.

**CALL TWO (2) BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555**

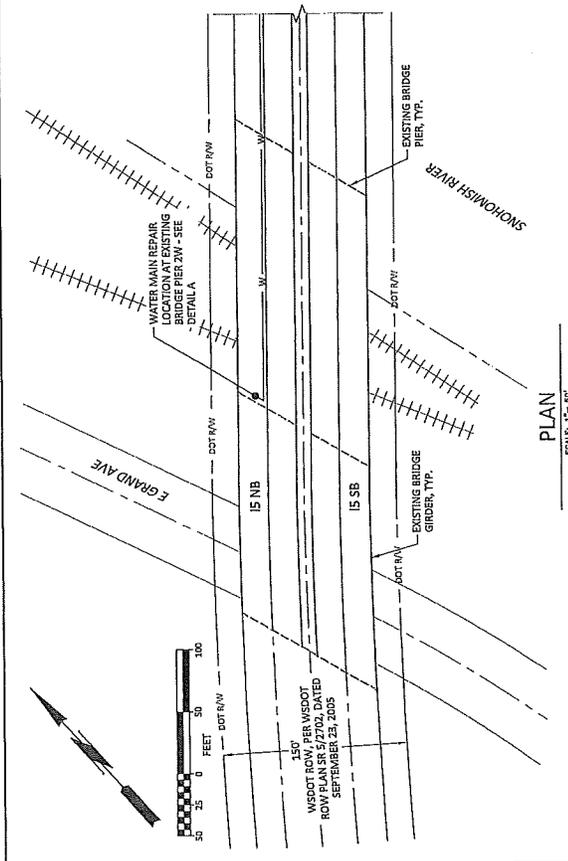
CALL	EMERGENCY CONTACTS	FOR:
SNO COUNTY PUD PSE (IGAS)	425-783-4745 1-888-225-5773	ELECTRICAL GAS LEAKS
CITY OF EVERETT (DISPATCH)	425-257-8832	SS,SD, WATER, TRAFFIC & SIGNAL

NO.	DATE	REVISED	BY	REASON

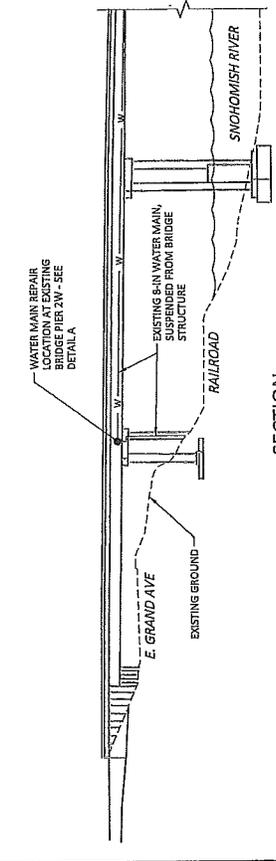
  

ACTION	DATE	APPROVED	ACTION	DATE	APPROVED

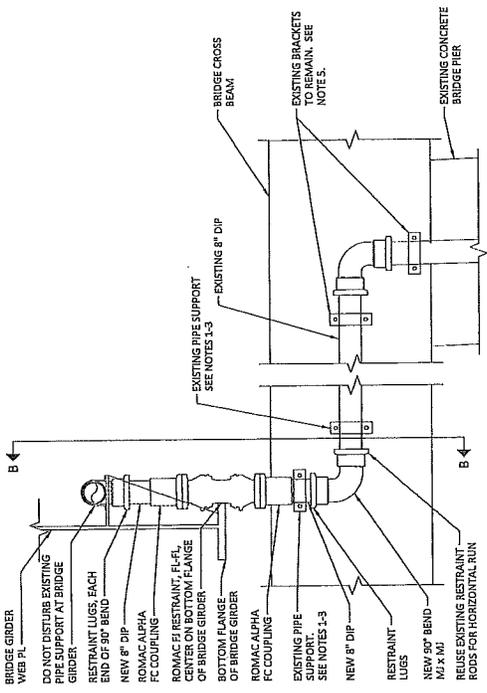




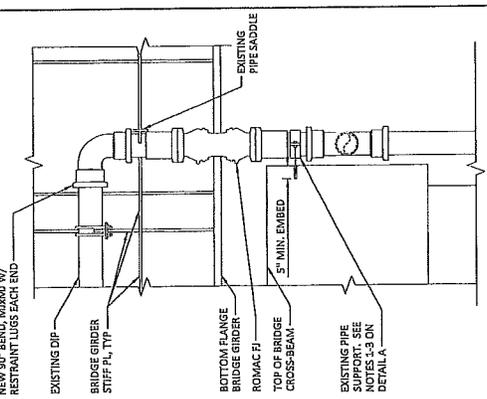
PLAN  
SCALE: 1" = 30'



SECTION  
SCALE: 1" = 30'



DETAIL A  
SCALE: 1" = 2'



SECTION B-B  
SCALE: 1" = 2'

- NOTE:**
- THE DESIGN INTENT IS TO UTILIZE EXISTING ANCHOR HOLES AND EXISTING PIPE SUPPORT HARDWARE. DRILLING MAY BE REQUIRED TO ENLARGE EXISTING HOLES. ANCHOR BOLTS SHALL BE REPLACED. ANCHORS SHALL BE 1/2" DIA. (3/8" DIA. FOR 1/2" W/SPRISON SET) ADHESIVE SHALL BE USED TO REPAIR ANCHOR HOLES. ALL ANCHORS SHALL BE FULLY EMBEDDED IN CONCRETE. DAMAGE EXISTING REINFORCING BARS WHEN DRILLING INTO CONCRETE. ALLOW EPOXY TO FULLY CURE BEFORE LOADING.
  - BRIDGE RECORD DRAWINGS INDICATE EXISTING ANCHOR BOLTS ARE 1-1/4" DIA. FIELD MEASUREMENTS FROM OPPOSITE SIDE OF RIVER SUGGEST ACTUAL ANCHOR BOLT SIZE IS 1" DIA. 1" DIA. IS ASSUMED FOR THE ANCHOR DESIGN. UPSIZING ADHESIVE ANCHORS TO MATCH EXISTING ANCHOR BOLT DIAMETER IS PERMITTED, UP TO 1-1/4" DIA. NOTIFY ENGINEER IF EXISTING ANCHOR BOLTS ARE OUTSIDE THIS RANGE.
  - NEW ANCHOR LOCATIONS MAY BE REQUIRED IF EXISTING HOLES ARE FOUND TO BE UNSUITABLE. EXISTING ANCHOR HOLES THAT NEED TO BE ABANDONED SHALL BE CLEANED OF DUST AND DEBRIS AND FILLED WITH GROUT. EXISTING ANCHOR HOLES NEW ANCHORS SHALL BE LOCATED A MINIMUM OF (B) ANCHOR DIAMETERS FROM UNUSED OR ABANDONED HOLES.
  - DURING INSTALLATION OF WATER MAIN REPAIRS, A CHAIN MAY TEMPORARILY BE WRAPPED AROUND THE EXISTING BRIDGE GIRDER TO HOIST PARTS AND MATERIALS. NO MORE THAN 500 LBS MAY BE SUPPORTED BY THE CHAIN. AT ANY TIME, THE CHAIN SHALL BE RATED FOR A SAFE WORKING LOAD OF 500 LBS. THE CHAIN SHALL BE PLACED AT A BRIDGE STIFFENER/LATE LOCATION, AND SHALL BE REMOVED AT COMPLETION OF THE PROJECT.
  - EXISTING ANCHORS IN THESE LOCATIONS APPEAR TO BE IN ACCEPTABLE CONDITION. HOWEVER, IF IT IS DISCOVERED THAT THESE ANCHORS HAVE ALSO FAILED, THEY SHALL BE REPLACED ACCORDING TO NOTES 1-3 PRIOR TO INSTALLATION OF WATER MAIN REPAIRS.

ISSUED FOR CONSTRUCTION

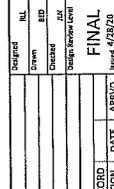
Drawn	C3
Project No.	3
Sheet No.	3
of Total	3

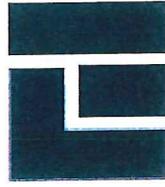
C-CIVIL  
BRIDGE ATTACHMENT-WATER MAIN  
REPAIR PLAN & DETAILS

WATER MAIN REPAIR AT  
SR-5 BRIDGE 645W  
WORK ORDER 2020-0858

**EVERETT PUBLIC WORKS**  
3200 Cedar Street  
Everett, WA 98201  
425.257.6800 everett.gov

Designed	ILL	Checked	BYD	Drawn	CH
Reviewed		Checked	JAY	Checked	JAY
DATE	APRVD	DATE	APRVD	DATE	APRVD
ACTION	DATE	ACTION	DATE	ACTION	DATE
REVISION					
PLANS ISSUED FOR					
CONST					
RECORD					
FINAL					
Issued 4/29/23					





# EVERETT

PUBLIC WORKS

## DESIGN CALCULATIONS



**Project:** I-5 Bridge 645W Water Main Repairs  
**Design by:** Randy Loveless, P.E.  
**Date:** 4/28/2020  
**COE Work Order:** 2020-0858

**Exhibit D**  
Calculations for the design  
of pipe support anchors.



Project 15 BRIDGE H <sub>2</sub> O MAIN REPAIR	Calc. By ELL	Date 4/2020
Subject ANCHOR ANALYSIS	Chkd By	Date

SEISMIC LOADING ON PIPE - ASCE 7 APPROACH

$W_p = 106 \text{ PLF}$

$$F_p = \frac{0.4 S_{DS} a_p W_p}{(R_p / I_p)} \left(1 + 2 \frac{z}{h}\right)$$

•  $z/h = 1$

•  $S_{DS} = 0.837$  @ LAT/LONG: 47.992, -122.181

•  $a_p = 2.5$  ) CONSERVATIVE VALUES

•  $R_p = 3.0$

•  $I_p = 1.5$  (CRITICAL UTILITY W/O REDUNDANCE)

$\Rightarrow F_p = 83 \text{ LB/FT}$  ( $F_p = 1.25 W_p$ )

MAX SPACING OF CLAMPS: 9 FT  $\Rightarrow (F_p)_{\text{MAX}} = 750 \text{ LB}$

\* AASHTO 2014 ISN'T CLEAR ON SEISMIC FORCES ON ANCHORAGES, BUT BY THE ASCE 7 APPROACH, THE ANCHORS WORK BY A HEALTHY MARGIN. SEISMIC IS OK BY INSPECTION

SEGMENT AT CROSS-BEAM:

$$F_p = 2216 \# \times 1.25 = 2,770 \#$$

\* ASSUME EVENLY SPLIT BETWEEN (4) ANCHORS

FORCE PER ANCHOR:  $T_{\text{ANCH}} = V_{\text{ANCH}} = 693 \#$

(EITHER SHEAR OR TENSION, NOT BOTH)

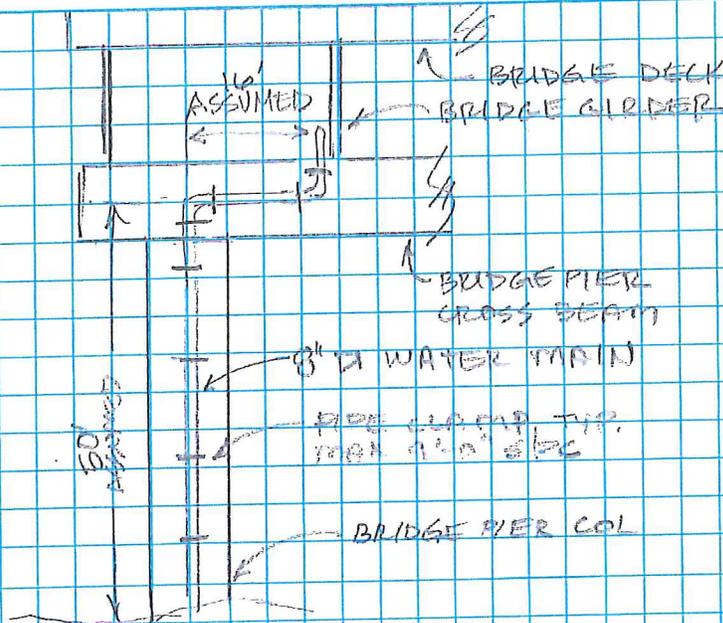


# City of Everett Public Works

Sheet \_\_\_\_\_ of \_\_\_\_\_

Work Order No. \_\_\_\_\_

Project 1-5 SR BRIDGE	Calc. By RLL	Date 4/2020
Subject H <sub>2</sub> O MAIN REPAIR	Chkd By	Date



WEIGHT OF PIPE FLOWING FULL:  $W = 35 \text{ PLF} + 24 \text{ PLF} \approx 60 \text{ PLF}$   
 ↑ PIPE    ↑ WATER  
 \* ADD 10% FOR HARDWARE → 66 PLF

TOTAL WEIGHT OF PIPES SUPPORTED PIPE

$$W = 66 \text{ PLF} \times (50 \text{ LF} + 10 \text{ LF} + 10 \text{ LF}) = 5,020 \text{ LB}$$

PIPE SUPPORTED BY BRIDGE PIER ONLY

$$W = 66 \text{ PLF} (10 \text{ LF} + 10 \text{ LF}) = 1,320 \text{ LB}$$

+ (2) ROMAC FC COUPLERS: 150 #

+ ROMAC FL: 350 #

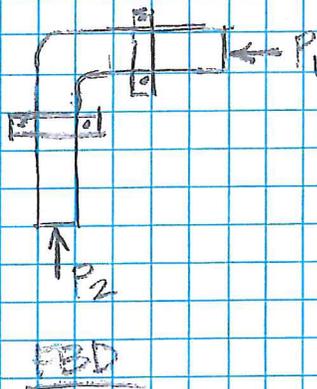
TOTAL WEIGHT: 2,216 #, CARRIED BY (4) ANCHORS

ANCHOR DEMANDS  $V_{DL} = 554 \text{ LB/ANCHOR}$



Project 15 BRIDGE H <sub>2</sub> O MAIN REPAIR	Calc. By RLL	Date 4/2020
Subject ANCHOR ANALYSIS	Chkd By	Date

ANALYSIS OF SURGE PRESSURES



\* ASSUME INTERNAL PIPE RESTRAINT ABSORBS STATIC PRESSURE (50 PSI)

\* ASSUME PRESSURE DIFFERENTIAL ACTS AGAINST BRACKETS / ANCHORS, AND IS NOT ABSORBED BY PIPE RESTRAINTS (MECHANICAL RESTRAINTS)

\* ASSUME PRESSURE DIFFERENTIAL IS 50 PSI → P<sub>1</sub> = 50 PSI, P<sub>2</sub> = 0 WHICH IS ABSORBED BY 'AIRLIPS' ABOVE

FORCE FROM PRESSURE DIFFERENTIAL

$$F = 50 \text{ PSI} \times 57 \text{ in}^2 = 2,850 \#$$

SHEAR FORCE PER ANCHOR

$$V_{\text{ANCH}} = 2,850 \# / 4 = 713 \#$$

COMBINED FORCES

$V_u = DL + \text{SEISMIC} + \text{SURGE (VERY CONSERVATIVE)}$

$$V_u = 554 \# + 1,693 \# + 713 \# \Rightarrow V_u = 2,960 \#$$

$$\phi V_n = 4,166 \#$$

$DCR = V_u / \phi V_n = 0.73$	<u>OK</u>
-------------------------------	-----------



Anchor Designer™  
Software  
Version 2.9.7376.1

Company:	City of Everett	Date:	4/20/2020
Engineer:	Randy Loveless, P.E.	Page:	1/6
Project:	Water Main Repair - WSDOT Bridge 5/645W		
Address:			
Phone:			
E-mail:			

**1. Project information**

Customer company:  
Customer contact name:  
Customer e-mail:  
Comment: Existing anchors attaching water main to bridge.

Project description:  
Location:  
Fastening description:

**2. Input Data & Anchor Parameters**

**General**

Design method: ACI 318-14  
Units: Imperial units

**Anchor Information:**

Anchor type: Bonded anchor  
Material: F1554 Grade 36  
Diameter (inch): 1.000  
Effective Embedment depth,  $h_{ef}$  (inch): 5.000  
Code report: ICC-ES ESR-2508  
Anchor category: -  
Anchor ductility: Yes  
 $h_{min}$  (inch): 10.00  
 $C_{ac}$  (inch): 6.09  
 $C_{min}$  (inch): 1.75  
 $S_{min}$  (inch): 3.00

**Base Material**

Concrete: Normal-weight  
Concrete thickness, h (inch): 60.00  
State: Uncracked  
Compressive strength,  $f_c$  (psi): 5000  
 $\Psi_{e,v}$ : 1.4  
Reinforcement condition: B tension, B shear  
Supplemental reinforcement: No  
Reinforcement provided at corners: No  
Ignore concrete breakout in tension: No  
Ignore concrete breakout in shear: No  
Hole condition: Dry concrete  
Inspection: Continuous  
Temperature range, Short/Long: 150/110°F  
Ignore 6do requirement: Not applicable  
Build-up grout pad: No

**Base Plate**

Length x Width x Thickness (inch): 3.00 x 16.00 x 0.76

**Recommended Anchor**

Anchor Name: SET-XP® - SET-XP w/ 1"Ø F1554 Gr. 36  
Code Report: ICC-ES ESR-2508



Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.

Company:	City of Everett	Date:	4/20/2020
Engineer:	Randy Loveless, P.E.	Page:	2/6
Project:	Water Main Repair - WSDOT Bridge 5/645W		
Address:			
Phone:			
E-mail:			

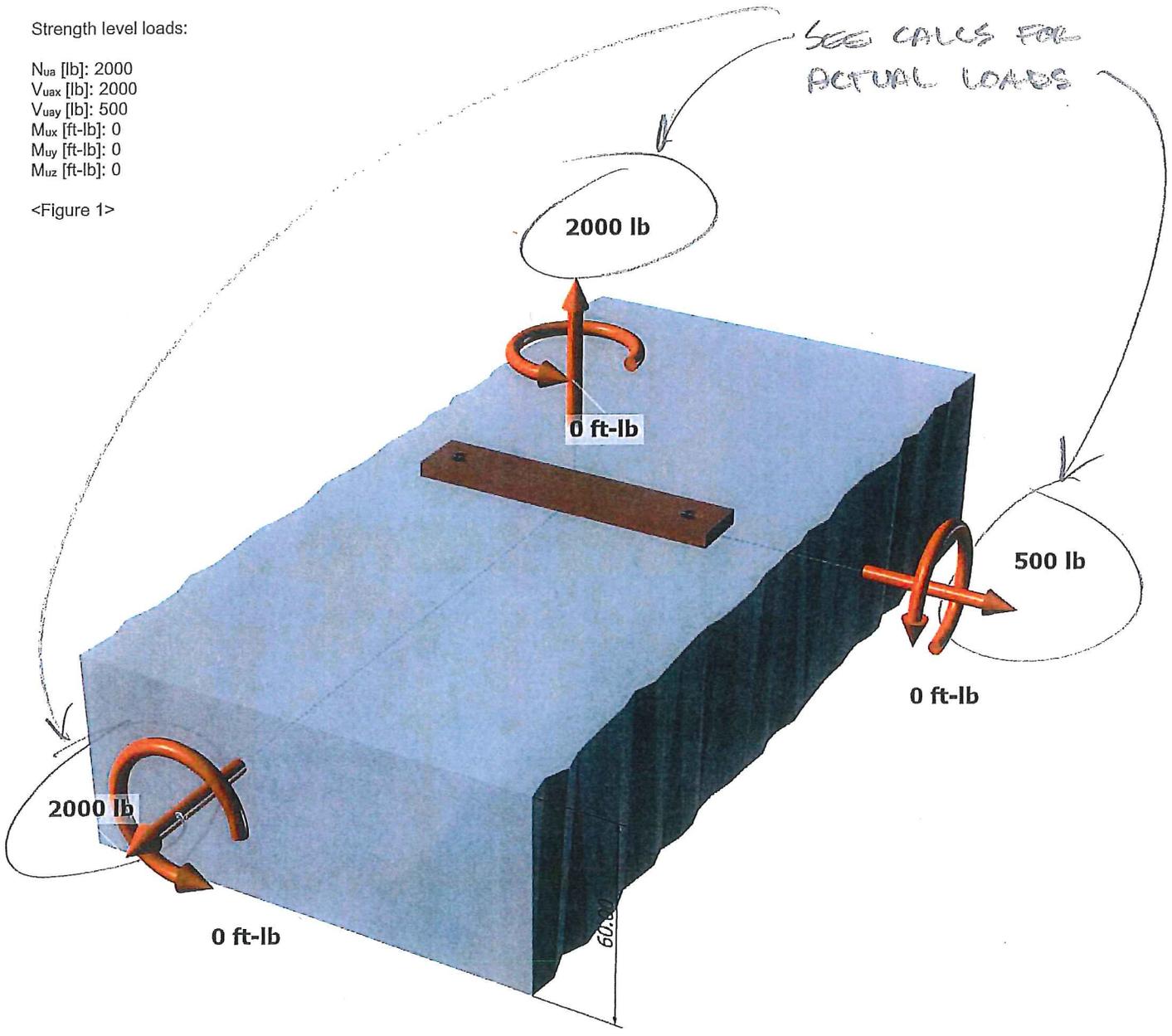
**Load and Geometry**

Load factor source: ACI 318 Section 5.3  
 Load combination: not set  
 Seismic design: Yes  
 Anchors subjected to sustained tension: No  
 Ductility section for tension: 17.2.3.4.2 not applicable  
 Ductility section for shear: 17.2.3.5.2 not applicable  
 $\Omega_0$  factor: not set  
 Apply entire shear load at front row: No  
 Anchors only resisting wind and/or seismic loads: No

**Strength level loads:**

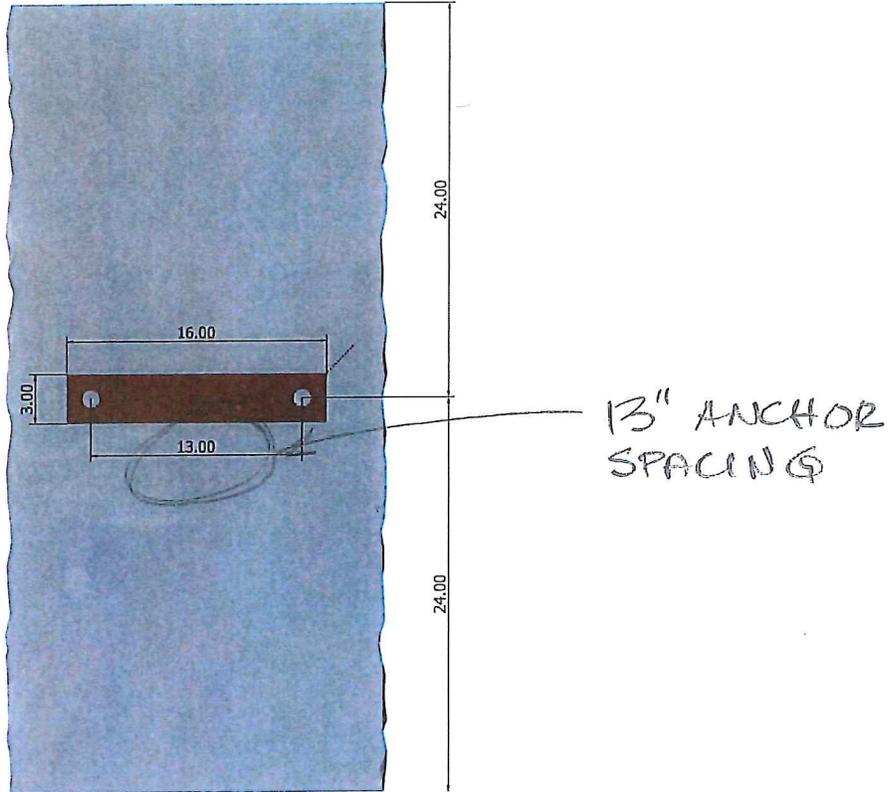
$N_{ua}$  [lb]: 2000  
 $V_{uax}$  [lb]: 2000  
 $V_{uay}$  [lb]: 500  
 $M_{ux}$  [ft-lb]: 0  
 $M_{uy}$  [ft-lb]: 0  
 $M_{uz}$  [ft-lb]: 0

<Figure 1>



Company:	City of Everett	Date:	4/20/2020
Engineer:	Randy Loveless, P.E.	Page:	3/6
Project:	Water Main Repair - WSDOT Bridge 5/645W		
Address:			
Phone:			
E-mail:			

<Figure 2>





Anchor Designer™  
Software  
Version 2.9.7376.1

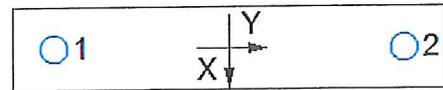
Company:	City of Everett	Date:	4/20/2020
Engineer:	Randy Loveless, P.E.	Page:	4/6
Project:	Water Main Repair - WSDOT Bridge 5/645W		
Address:			
Phone:			
E-mail:			

**3. Resulting Anchor Forces**

Anchor	Tension load, N <sub>ua</sub> (lb)	Shear load x, V <sub>uax</sub> (lb)	Shear load y, V <sub>uay</sub> (lb)	Shear load combined, $\sqrt{(V_{uax})^2 + (V_{uay})^2}$ (lb)
1	1000.0	1000.0	250.0	1030.8
2	1000.0	1000.0	250.0	1030.8
Sum	2000.0	2000.0	500.0	2061.6

Maximum concrete compression strain (‰): 0.00  
 Maximum concrete compression stress (psi): 0  
 Resultant tension force (lb): 2000  
 Resultant compression force (lb): 0  
 Eccentricity of resultant tension forces in x-axis, e<sub>Nx</sub> (inch): 0.00  
 Eccentricity of resultant tension forces in y-axis, e<sub>Ny</sub> (inch): 0.00  
 Eccentricity of resultant shear forces in x-axis, e<sub>Vx</sub> (inch): 0.00  
 Eccentricity of resultant shear forces in y-axis, e<sub>Vy</sub> (inch): 0.00

<Figure 3>



**4. Steel Strength of Anchor in Tension (Sec. 17.4.1)**

N <sub>sa</sub> (lb)	φ	φN <sub>sa</sub> (lb)
35150	0.75	26363

**5. Concrete Breakout Strength of Anchor in Tension (Sec. 17.4.2)**

$N_b = k_c \lambda_a \sqrt{f_c} h_{ef}^{1.5}$  (Eq. 17.4.2.2a)

k <sub>c</sub>	λ <sub>a</sub>	f <sub>c</sub> (psi)	h <sub>ef</sub> (in)	N <sub>b</sub> (lb)
24.0	1.00	5000	5.000	18974

$0.75 \phi N_{cbg} = 0.75 \phi (A_{Nc} / A_{Nco}) \Psi_{ec,N} \Psi_{ed,N} \Psi_{cp,N} N_b$  (Sec. 17.3.1 & Eq. 17.4.2.1b)

A <sub>Nc</sub> (in <sup>2</sup> )	A <sub>Nco</sub> (in <sup>2</sup> )	C <sub>a,min</sub> (in)	Ψ <sub>ec,N</sub>	Ψ <sub>ed,N</sub>	Ψ <sub>cp,N</sub>	Ψ <sub>cp,N</sub>	N <sub>b</sub> (lb)	φ	0.75φN <sub>cbg</sub> (lb)
420.00	225.00	24.00	1.000	1.000	1.00	1.000	18974	0.65	17266

**6. Adhesive Strength of Anchor in Tension (Sec. 17.4.5)**

$\tau_{k,uncr} = \tau_{k,uncr,short-term} K_{sat} \alpha_{N,seis}$

τ <sub>k,uncr</sub> (psi)	f <sub>short-term</sub>	K <sub>sat</sub>	α <sub>N,seis</sub>	τ <sub>k,uncr</sub> (psi)
790	1.00	1.00	0.92	727

$N_{ba} = \lambda_a \tau_{uncr} A_{da} h_{ef}$  (Eq. 17.4.5.2)

λ <sub>a</sub>	τ <sub>uncr</sub> (psi)	d <sub>a</sub> (in)	h <sub>ef</sub> (in)	N <sub>ba</sub> (lb)
1.00	727	1.00	5.000	11417

$0.75 \phi N_{ag} = 0.75 \phi (A_{Na} / A_{Na0}) \Psi_{ec,Na} \Psi_{ed,Na} \Psi_{cp,Na} N_{ba}$  (Sec. 17.3.1 & Eq. 17.4.5.1b)

A <sub>Na</sub> (in <sup>2</sup> )	A <sub>Na0</sub> (in <sup>2</sup> )	C <sub>Na</sub> (in)	C <sub>a,min</sub> (in)	Ψ <sub>ec,Na</sub>	Ψ <sub>ed,Na</sub>	Ψ <sub>cp,Na</sub>	N <sub>ba</sub> (lb)	φ	0.75φN <sub>ag</sub> (lb)
507.61	287.27	8.47	24.00	1.000	1.000	1.000	11417	0.65	9834

Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.

Company:	City of Everett	Date:	4/20/2020
Engineer:	Randy Loveless, P.E.	Page:	5/6
Project:	Water Main Repair - WSDOT Bridge 5/645W		
Address:			
Phone:			
E-mail:			

**8. Steel Strength of Anchor in Shear (Sec. 17.5.1)**

$V_{sa}$ (lb)	$\phi_{grout}$	$\phi$	$\alpha_{V,seis}$	$\phi_{grout}\alpha_{V,seis}\phi V_{sa}$ (lb)
21090	1.0	0.65	0.68	9322

**9. Concrete Breakout Strength of Anchor in Shear (Sec. 17.5.2)**

Shear perpendicular to edge in x-direction:

$V_{bx} = \min[7(l_e/d_a)^{0.2}d_a\lambda_a\sqrt{f_c}c_{a1}^{1.5}; 9\lambda_a\sqrt{f_c}c_{a1}^{1.5}]$  (Eq. 17.5.2.2a & Eq. 17.5.2.2b)

$l_e$ (in)	$d_a$ (in)	$\lambda_a$	$f_c$ (psi)	$c_{a1}$ (in)	$V_{bx}$ (lb)
5.00	1.000	1.00	5000	24.00	74825

$\phi V_{cbgx} = \phi (A_{vc}/A_{vco})\Psi_{ec,v}\Psi_{ed,v}\Psi_{c,v}\Psi_{h,v}V_{bx}$  (Sec. 17.3.1 & Eq. 17.5.2.1b)

$A_{vc}$ (in <sup>2</sup> )	$A_{vco}$ (in <sup>2</sup> )	$\Psi_{ec,v}$	$\Psi_{ed,v}$	$\Psi_{c,v}$	$\Psi_{h,v}$	$V_{bx}$ (lb)	$\phi$	$\phi V_{cbgx}$ (lb)
3060.00	2592.00	1.000	1.000	1.400	1.000	74825	0.70	86568

Shear parallel to edge in y-direction:

$V_{by} = \min[7(l_e/d_a)^{0.2}d_a\lambda_a\sqrt{f_c}c_{a1}^{1.5}; 9\lambda_a\sqrt{f_c}c_{a1}^{1.5}]$  (Eq. 17.5.2.2a & Eq. 17.5.2.2b)

$l_e$ (in)	$d_a$ (in)	$\lambda_a$	$f_c$ (psi)	$c_{a1}$ (in)	$V_{bx}$ (lb)
5.00	1.000	1.00	5000	24.00	74825

$\phi V_{cbgy} = \phi (2)(A_{vc}/A_{vco})\Psi_{ec,v}\Psi_{ed,v}\Psi_{c,v}\Psi_{h,v}V_{bx}$  (Sec. 17.3.1, 17.5.2.1(c) & Eq. 17.5.2.1b)

$A_{vc}$ (in <sup>2</sup> )	$A_{vco}$ (in <sup>2</sup> )	$\Psi_{ec,v}$	$\Psi_{ed,v}$	$\Psi_{c,v}$	$\Psi_{h,v}$	$V_{bx}$ (lb)	$\phi$	$\phi V_{cbgy}$ (lb)
3060.00	2592.00	1.000	1.000	1.400	1.000	74825	0.70	173136

**10. Concrete Pryout Strength of Anchor in Shear (Sec. 17.5.3)**

$\phi V_{cp} = \phi \min[k_{cp}N_{ag}; k_{cp}N_{cbg}] = \phi \min[k_{cp}(A_{Na}/A_{Na0})\Psi_{ec,Na}\Psi_{ed,Na}\Psi_{cp,Na}N_{ba}; k_{cp}(A_{Nc}/A_{Nco})\Psi_{ec,N}\Psi_{ed,N}\Psi_{c,N}\Psi_{cp,N}N_b]$  (Sec. 17.3.1 & Eq. 17.5.3.1b)

$k_{cp}$	$A_{Na}$ (in <sup>2</sup> )	$A_{Na0}$ (in <sup>2</sup> )	$\Psi_{ed,Na}$	$\Psi_{ec,Na}$	$\Psi_{cp,Na}$	$N_{ba}$ (lb)	$N_a$ (lb)
2.0	507.61	287.27	1.000	1.000	1.000	11417	20173

$A_{Nc}$ (in <sup>2</sup> )	$A_{Nco}$ (in <sup>2</sup> )	$\Psi_{ec,N}$	$\Psi_{ed,N}$	$\Psi_{c,N}$	$\Psi_{cp,N}$	$N_b$ (lb)	$N_{cb}$ (lb)	$\phi$
420.00	225.00	1.000	1.000	1.000	1.000	18974	35418	0.70

$\phi V_{cp}$ (lb)
28242

4,917 #/ANCHOR (TENSION)  
 11,601 #/ANCHOR (SHEAR)

**11. Results**

**Interaction of Tensile and Shear Forces (Sec. 17.6.)**

Tension	Factored Load, $N_{ua}$ (lb)	Design Strength, $\phi N_n$ (lb)	Ratio	Status
Steel	1000	26363	0.04	Pass
Concrete breakout	2000	17266	0.12	Pass
Adhesive	2000	9834	0.20	Pass (Governs)
Shear	Factored Load, $V_{ua}$ (lb)	Design Strength, $\phi V_n$ (lb)	Ratio	Status
Steel	1031	9322	0.11	Pass (Governs)
T Concrete breakout x+	2000	86568	0.02	Pass
Concrete breakout x-	500	173136	0.00	Pass

Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.

Company:	City of Everett	Date:	4/20/2020
Engineer:	Randy Loveless, P.E.	Page:	6/6
Project:	Water Main Repair - WSDOT Bridge 5/645W		
Address:			
Phone:			
E-mail:			

Pryout	2062	28242	0.07	Pass	
Interaction check	$N_{ua}/\phi N_n$	$V_{ua}/\phi V_n$	Combined Ratio	Permissible	Status
Sec. 17.6..1	0.20	0.00	20.3%	1.0	Pass

SET-XP w/ 1"Ø F1554 Gr. 36 with hef = 5.000 inch meets the selected design criteria.

**12. Warnings**

- When cracked concrete is selected, concrete compressive strength used in concrete breakout strength in tension, adhesive strength in tension and concrete pryout strength in shear for SET-XP adhesive anchor is limited to 2,500 psi per ICC-ES ESR-2508 Section 5.3.
- Per designer input, the tensile component of the strength-level earthquake force applied to anchors does not exceed 20 percent of the total factored anchor tensile force associated with the same load combination. Therefore the ductility requirements of ACI 318 17.2.3.4.2 for tension need not be satisfied – designer to verify.
- Per designer input, the shear component of the strength-level earthquake force applied to anchors does not exceed 20 percent of the total factored anchor shear force associated with the same load combination. Therefore the ductility requirements of ACI 318 17.2.3.5.2 for shear need not be satisfied – designer to verify.
- Designer must exercise own judgement to determine if this design is suitable.
- Refer to manufacturer's product literature for hole cleaning and installation instructions.



**Project title:** Amendment No. 3 to Professional Services Agreement with HWA Geosciences, Inc. for Beverly Lake Sanitary Sewer Replacement

### City Council Agenda Item Cover Sheet

**Council Bill #**

**Project:** Beverly Lake Sanitary Sewer Replacement

**Partner/Supplier:** HWA Geosciences, Inc.

**Location:** Beverly Lake

**Preceding action:** PSA Amendment No. 2

**Fund:** 401/Utilities

**Agenda dates requested:**

May 13, 2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes

No

**Budget amendment:**

Yes

x

No

**PowerPoint presentation:**

Yes

x

No

**Attachments:**

Amendment No. 3

**Department(s) involved:**

Public Works, Legal

**Contact person:**

Gael Fisk

**Phone number:**

425 257-8909

**Email:**

gfisk@everettwa.gov

**Fiscal summary statement:**

The original PSA was for the amount of \$52,401. Amendment No. 1 was for a date extension only. Amendment No. 2 was for an additional amount of \$7,015 and date extension.

This amendment, No. 3, is for an additional \$15,000 and date extension. The Agreement is modified so that total compensation, including all services and expenses, shall not exceed \$74,416.

**Project summary statement:**

This Amendment No. 3 adds additional scope to the PSA, including analysis and design for planned retaining walls and on-call construction support services as needed during construction of the improvements. The amendment also extends the PSA completion date to December 31, 2022.

This project replaces existing sanitary sewer facilities that have become problematic in recent years. Specific project benefits include:

- Improved capacity
- Reduction in freshwater intrusion by removing system components from Beverly Lake
- New pump system to improve system efficiency

**Initialed by:**

Department head

Administration

Council President

**Recommendation (exact action requested of Council):**

Authorize the Mayor to sign Amendment No. 3 to the Professional Services Agreement with HWA Geosciences, Inc. for the Beverly Lake Sanitary Sewer Replacement in the amount of \$15,000.00.

CITY

**AMENDMENT NO. 3  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF EVERETT  
AND HWA GEOSCIENCES, INC.**

This Amendment No. 3 is dated for reference purposes May 2020. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington ("City") and HWA Geosciences, Inc. ("Service Provider").

**RECITALS**

- A. The City and Service Provider are parties to the Professional Services Agreement dated May 9, 2016 (the "Agreement").
- B. The City and the Service Provider desire to amend the Agreement for the purpose of providing geotechnical services for the design of, and construction services for, the Beverly Lake Sewer Replacement project. This requires an increase of \$15,000 in the compensation under the Agreement. The scope of work for this work is attached to this amendment, marked as Exhibit A. A budget breakdown of the \$15,000 is attached to this amendment, marked as Exhibit B.

**AGREEMENT**

The City and Service Provider agree as follows:

1. The Agreement is modified so that time of beginning and completion are as follows:  

Time of Beginning and Completion of Performance: This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2022
2. The Agreement is modified so that total compensation, including all services and expenses, shall not exceed \$74,416.
3. The Work is modified to add the Work shown on Exhibit A to this Amendment.
4. Regardless of the date(s) on which this Amendment is signed by the parties, the parties agree that the Agreement has been continuously in effect since May 9, 2016.
5. At the sole discretion of the City, the City may consent to the Service Provider's signature on this Amendment being by email, fax, pdf or other electronic means, in which case such Service Provider signature will be deemed an original signature for all purposes. The City will be deemed to have given such consent effective upon execution of this Amendment by the Mayor of the City.
6. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

## Exhibit A

February 7, 2020  
HWA Project No. 2016-044-21

City of Everett  
3200 Cedar Street  
Everett, Washington 98201

Attention: Gael Fisk, P.E.  
Subject: **Additional Geotechnical Services  
Beverly Lake Sewer Improvements  
Everett, Washington**

Dear Gail:

As requested, HWA GeoSciences Inc. (HWA) is pleased to present this scope of work to provide additional geotechnical services for the Beverly Lake Sewer Improvements in Everett, Washington. The need for additional services is associated finalizing design and providing construction support.

### **Supplementary Geotechnical Design Services**

HWA proposes to provide the following services to support the completion of the design phase of the project.

- **Develop Retaining Wall Recommendations:** It is our understanding that the city is proposing to construct a modest height, gravity block, retaining wall near the proposed lift station. HWA will evaluate soils in the vicinity of the wall and provide geotechnical design parameters for the wall structure.
- **Internal QA/QC:** HWA will have all design calculations and recommendations reviewed by a senior principal prior to distribution to the City.
- **Update Geotechnical Report:** HWA will update the geotechnical engineering report to include retaining wall design recommendations. The report will also contain the results of the completed geotechnical engineering investigation, including description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary boring logs; and laboratory test results. The report will provide a narrative and geotechnical recommendations for each of the above described geotechnical aspects of the project.

February 7, 2020  
HWA Project No. 2016-044-21

### **Geotechnical Construction Assistance**

HWA proposes to provide the following services to support the completion of the construction phase of the project.

- **Review Geotechnical Submittals and RFIs:** HWA will provide review and comments on geotechnical related submittals and RFI's during construction.
- **Geotechnical Site Visits:** HWA will make up to three (3) site visits to observe geotechnical challenges and provide geotechnical guidance. These site visits will be completed as needed and at the direction of the City.
- **Miscellaneous Geotechnical Construction Services.** HWA will provide up to 20 hours of miscellaneous geotechnical support during construction.

### ***ASSUMPTIONS:***

- HWA will not provide geotechnical materials testing, compaction testing, or coffer dam installation inspection during construction.
- HWA site visits will be limited to 3 during construction
- HWA will not attend any design meeting or construction meetings

### ***DELIVERABLES:***

- Revised Final Geotechnical report
- Field reports for site visits
- RFI and submittal review comments



We appreciate the opportunity to provide geotechnical engineering services on this project. Please feel free to call if you have any questions or need additional information.

Sincerely,

**HWA GEOSCIENCES INC.**

A handwritten signature in cursive script that reads "Donald J. Huling".

Donald J. Huling, P.E.  
Geotechnical Engineer, Principal

Exhibit B



HWA GEOSCIENCES INC.

HWA Ref: 2016-044-21  
 Date: 7-Feb-20

Prepared By: DJH

**PROPOSED WORK SCOPE:**

See Scope Document

**Geotechnical Engineering Services**

**ESTIMATED HWA LABOR:**

WORK TASK DESCRIPTION	2020 PERSONNEL & HOURLY RATES							TOTAL HOURS	TOTAL AMOUNT
	Principal IX Borium \$290.00	Geologist VIII Greene \$230.00	Geotechnical Engineer VI Hulling \$230.00	Geotechnical Engineer IV Brodahl \$175.00	Geotechnical Engineer I Miller \$120.00	CAD Fry \$92.00	Clerical Fisk \$80.00		
<i>Geotechnical Design Support</i>									
Develop Retaining Wall Recommendations:			1		6			7	\$950
Internal QA/QC:			3					3	\$690
Update Geotechnical Report:			6		8		1	15	\$2,420
<i>Geotechnical Construction Support</i>									
Review Geotechnical Submittals and RFIs:			8					8	\$1,840
Geotechnical Site Visits:		2	12					14	\$3,220
Miscellaneous Geotechnical Construction Services:			20					20	\$4,600
<i>Project Management</i>									
Task Management	0	2	5	0	14	0	1	5	\$1,150
<b>TOTAL LABOR:</b>			55	0	14	0	1	72	\$14,870

**ESTIMATED DIRECT EXPENSES:**

Mileage IRS Rate	\$130
<b>TOTAL DIRECT EXPENSES:</b>	<b>\$130</b>

**ESTIMATED PROJECT TOTALS AND SUMMARY:**

Total Labor Cost	\$14,870
Direct Expenses	\$130
<b>ESTIMATED TOTAL:</b>	<b>\$15,000</b>



**Project title:** An Ordinance creating a special construction fund entitled "Everett Municipal Building – Elevator Modernization Project" Fund 342, Program 030, to accumulate design and construction costs in the amount of \$30,000.

**City Council Agenda Item Cover Sheet**

**Council Bill #** *interoffice use*

*CB 2005-32*

**Agenda dates requested:**

- May 13, 2020
- May 20, 2020
- May 27, 2020

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

**Budget amendment:**  
Yes No **X**

**PowerPoint presentation:**  
Yes No **X**

**Attachments:**  
Funding Ordinance

**Department(s) involved:**  
Facilities

**Contact person:**  
Chris Lark

**Phone number:**  
425-257-6294

**Email:**  
[clark@everettwa.gov](mailto:clark@everettwa.gov)  
**Initialed by:**

*[Signature]*  
Department head  
*[Signature]*  
Administration  
*[Signature]*  
Council President

**Consideration:** Funding Ordinance

**Project:** Everett Municipal Building – Elevator Modernization Project

**Partner/Supplier :** Department of Enterprise Services / McKinstry

**Location:** 2930 Wetmore Avenue

**Preceding action:** None

**Fund:** Fund 342, Program 030 (CIP-1)

**Fiscal summary statement:**

The proposed funding Ordinance will fund the elevator modernization for the Everett Municipal Building's three elevators.

- The source of funds is CIP-1
- The estimated cost for the engineering design work is \$30,000
- The cost for construction will be determined at the completion of the design.
- The funding Ordinance would be amended to add funds for the construction.

**Project summary statement:**

The Everett Municipal Building – Elevator Modernization Project is included in the 2020 - Facilities Budget and the CIP-1 finance model. The Everett Municipal Building elevators were also identified as an observed deficiency in the Facilities Condition Assessment. The 2020 project budget estimate is \$1,200,000, compared to the Facilities Condition Assessment cost estimate of \$1,779,206.

On March 4, 2020 Council authorized an Interagency Agreement with the Washington State Department of Enterprise Services (DES) for an Energy Savings Performance Contracting Program (ESPC). The ESPC will provide an efficient and effective delivery of energy related projects with DES providing project management services. The cost of these services is calculated based on the total project value. A preliminary energy savings audit for the Everett Municipal Building – Elevator Modernization Project was submitted to the Department of Enterprise Services and the City (Facilities) by McKinstry, a DES approved Energy Services Company. After reviewing the McKinstry proposal DES and Facilities recommend proceeding with the engineering design phase of the project.

The funding Ordinance will fund the engineering design (Investment Grade Audit) for the project. The Investment Grade Audit will deliver a maximum allowable project cost, description of how the energy savings will be guaranteed, and a schedule for project completion. The Investment Grade Audit's target completion is 100 calendar days from the notice to proceed. The authorization for the Mayor to sign the Energy Services Agreement will be at the third reading of the funding Ordinance. At the completion of the Investment Grade Audit it will be the City's option to proceed with construction.

**Recommendation (exact action requested of Council)**

Adopt an Ordinance creating a special construction fund entitled "Everett Municipal Building – Elevator Modernization Project" Fund 342, Program 030, to accumulate design and construction costs in the amount of \$30,000.



**ORDINANCE NO.** \_\_\_\_\_

An **ORDINANCE** creating the special construction fund entitled “Everett Municipal Building – Elevator Modernizations”, Fund 342, Program 030, to accumulate the design and construction costs for the project in the amount of \$30,000.

**WHEREAS,**

- A. The City Council has recognized the need to modernize the Everett Municipal Building elevators.

**NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:**

**Section 1.** A special construction fund is hereby entitled “Everett Municipal Building – Elevator Modernizations”, Fund 342, Program 030.

**Section 2.** Authorization is hereby granted to the Parks and Facilities Director under the administration of the Mayor, to assume full responsibility for conducting all tasks and performing all necessary steps to accomplish the actions authorized by this Ordinance.

**Section 3.** The estimated cost of the design is \$30,000.

**Section 4:** The sum of \$30,000 is hereby appropriated to Fund 342, Program 030, “Everett Municipal Building – Elevator Modernizations”.

A.	Use of Funds	
	Construction	<u>\$30,000</u>
	Total	\$30,000

B.	Source of Funds	
	CIP 1	<u>\$30,000</u>
	Total	\$30,000

- C. The appropriation shall not lapse, but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of re-appropriation.

**Section 5.** 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 6.** 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 7.** 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: \_\_\_\_\_





**Project title:** An Ordinance creating a special construction fund entitled "Police Headquarters – Window Replacement Project" Fund 342, Program 031, to accumulate design and construction costs in the amount of \$40,000.

**City Council Agenda Item Cover Sheet**

**Council Bill #** *interoffice use*

*CB2005-33*

**Agenda dates requested:**

- May 13, 2020
- May 20, 2020
- May 27, 2020

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

**Budget amendment:**  
 Yes  No

**PowerPoint presentation:**  
 Yes  No

**Attachments:**  
 Funding Ordinance

**Department(s) involved:**  
 Facilities

**Contact person:**  
 Chris Lark

**Phone number:**  
 425-257-6294

**Email:** clark@everettwa.gov  
**Initialed by:**

Department head

Administration

Council President

**Consideration:** Funding Ordinance

**Project:** Police Headquarters – Window Replacement Project

**Partner/Supplier :** Department of Enterprise Services / McKinstry

**Location:** 3002 Wetmore Avenue

**Preceding action:** None

**Fund:** Fund 342, Program 031 (CIP-1)

**Fiscal summary statement:**

The proposed funding Ordinance will fund the window replacements for the Police Headquarters. The window replacements will include the historic wood cased windows, the skylight over the south stairwell, and the window walls at the north and south second floor additions.

- The source of funds is CIP-1
- The estimated cost for the engineering design work is \$40,000
- The cost for construction will be determined at the completion of the design.
- The funding ordinance would be amended to add funds for the construction.

**Project summary statement:**

The Police Headquarters – Window Replacement Project is an identified project in the City’s 2020 Budget and is in the CIP-1 finance model. The window replacements were also identified as an observed deficiency in the Facilities Condition Assessment. The 2020 project budget estimate of \$800,000 is in line with the Facilities Condition Assessment cost estimate of \$812,736.

On March 4, 2020 Council authorized an Interagency Agreement with the Washington State Department of Enterprise Services (DES) for an Energy Savings Performance Contracting Program (ESPC). The ESPC will provide an efficient and effective delivery of energy related projects with DES providing project management services. The cost of these services is calculated based on the total project value. A preliminary energy savings audit for the Police Headquarters – Window Replacement Project was submitted to the DES and the City (Facilities) by McKinstry, a DES approved Energy Services Company. After reviewing the McKinstry proposal DES and Facilities recommend proceeding with the engineering design phase of the project.

The funding Ordinance will fund the engineering design (Investment Grade Audit) for the project. The Investment Grade Audit will deliver a maximum allowable project cost, description of how the energy savings will be guaranteed, and a schedule for project completion. The Investment Grade Audit’s target completion is 100 calendar days from Notice to Proceed. The authorization for the Mayor to sign the Energy Services Agreement will follow the third reading of this project’s funding Ordinance. At completion, it will be the City’s option to proceed with construction.

**Recommendation (exact action requested of Council)**

Adopt an Ordinance creating a special construction fund entitled "Police Headquarters – Window Replacement Project" Fund 342, Program 031, to accumulate design and construction costs in the amount of \$40,000.



**ORDINANCE NO.** \_\_\_\_\_

An ORDINANCE creating the special construction fund entitled “Police Headquarters – Window Replacements”, Fund 342, Program 031, to accumulate the design and construction costs for the project in the amount of \$40,000.

**WHEREAS,**

- A. The City Council has recognized the need to replace the windows at Police Headquarters.

**NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:**

**Section 1.** A special design and construction fund is hereby entitled “Police Headquarters – Window Replacements”, Fund 342, Program 031

**Section 2.** Authorization is hereby granted to the Parks and Facilities Director under the administration of the Mayor, to assume full responsibility for conducting all tasks and performing all necessary steps to accomplish the actions authorized by this Ordinance.

**Section 3.** The estimated cost of the design is \$40,000.

**Section 4:** The sum of \$30,000 is hereby appropriated to Fund 342, Program 031, “Police Headquarters – Window Replacements”.

A.	Use of Funds	
	Design	<u>\$40,000</u>
	Total	\$40,000

B.	Source of Funds	
	CIP 1	<u>\$40,000</u>
	Total	\$40,000

- C. The appropriation shall not lapse, but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of re-appropriation.

**Section 5.** 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 6.** 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 7.** 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: \_\_\_\_\_





**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  
 Yes  No

**Budget amendment:**  
 Yes  No

**PowerPoint presentation:**  
 Yes  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.



**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



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

Handwritten signature of Ashley Lommers-Johnson in black ink.

By: Ashley Lommers-Johnson

Its: Executive Director

Apr 1, 2020

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

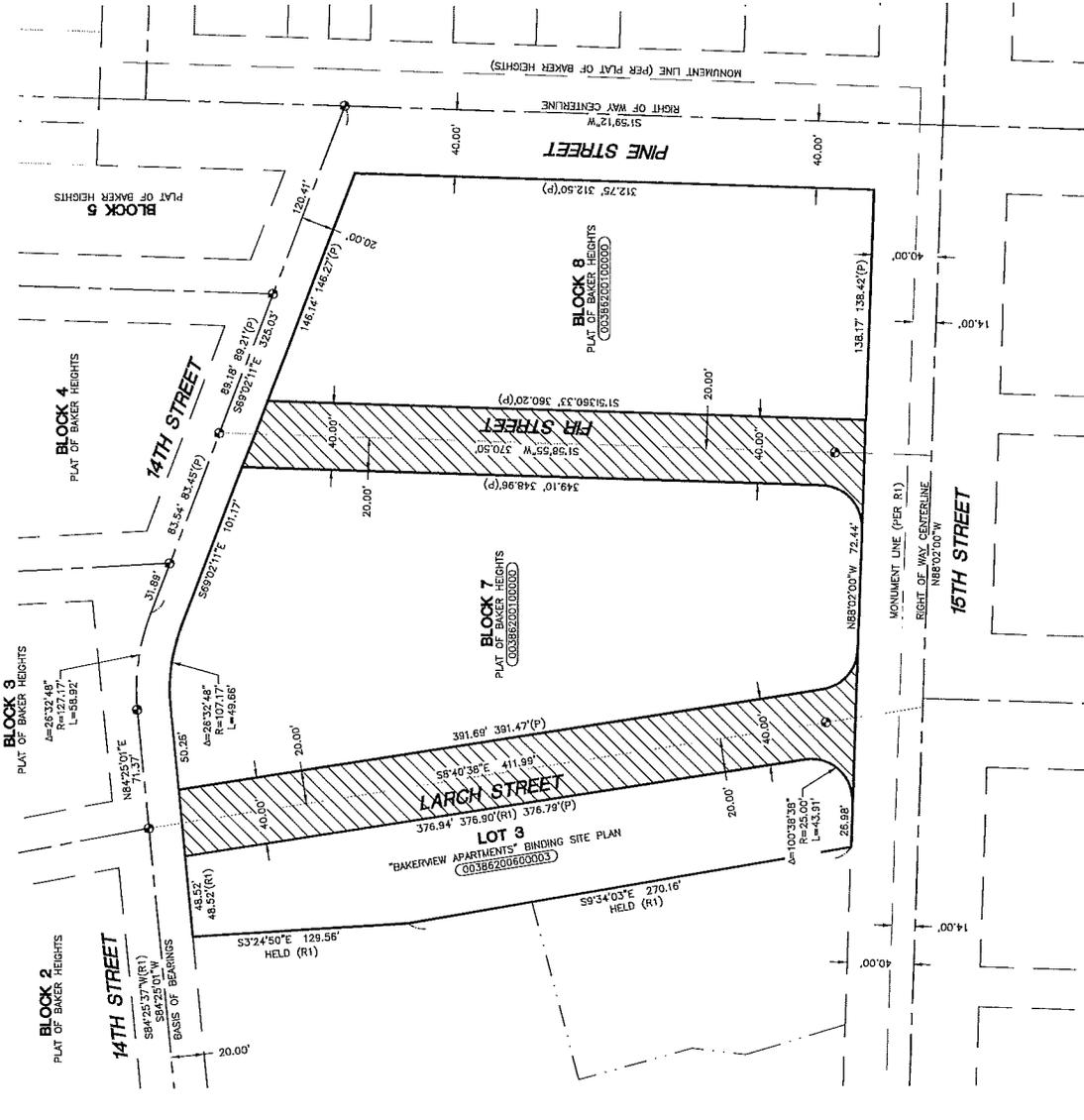
\_\_\_\_\_

**REFERENCE DATA:**

1. PLAT OF BAKER HEIGHTS
2. BRIDING 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  
 INSTRUMENTS: (A) TOTAL STATION, (B) TOTAL STATION,  
 STATION, MAINTAINED TO THE MANUFACTURER'S SPECIFICATIONS PER W.A.C.  
 332-30-100. (C) FIELD TRAVERSE, EXCEEDING REQUIREMENTS SET FORTH IN  
 W.A.C. 332-130-090.



**LEGEND**

- FIND BEAR AND CAP (AS NOTED)
- ⊙ FOUND GASED MONUMENT

- CENTER LINES
- MONUMENT LINES
- RIGHT-OF-WAY LINES
- LOT LINE
- MONUMENT LINE
- SHOHAMSH COUNTY TAX ID NUMBER
- PLAT OF BAKER HEIGHTS
- "BAKERVIEW APARTMENTS"
- EVERETT HOUSING AUTHORITY
- BRIDING SITE PLAN

332505-8142  
 (P)  
 (R1)



11255 Kirkland Way, Suite 300  
 Kirkland, WA 98033  
 p: 425.827.2041 f: 425.827.5043  
 Civil | Structural | Planning | Survey  
 paceengr.com

PORTION OF: NET/4, SE1/4, SECTION 17, T.28N., R.05E., W.M.

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



**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

Public hearing  
Yes  No

Budget amendment:  
Yes  No

PowerPoint presentation:  
Yes  No

Attachments:  
Closing Ordinance

Department(s) involved:  
Facilities

Contact person:  
Chris Lark

Phone number:  
425-257-6294

**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.

**Initialed by:**

Department head

Administration

Council President

**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.



**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	<u>\$457,904</u>
<b>Total</b>	<b>\$457,904</b>

EXPENSES	
Construction	\$452,904
Transfer Out – to CIP 1	<u>\$ 5,000</u>
<b>Total</b>	<b>\$457,904</b>

**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: \_\_\_\_\_





**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
- May 20, 2020

Briefing

Proposed action

Consent

Action

Ordinance  X

Public hearing

Yes  No  X

**Budget amendment:**

Yes  No  X

**PowerPoint presentation:**

Yes  No  X

**Attachments:**

Closing Ordinance

**Department(s) involved:**

Facilities

**Contact person:**

Chris Lark

**Phone number:**

425-257-6294

**Email:**

clark@everettwa.gov

**Initialed by:**

*DL*  
Department head

*PL*  
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.



**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
<b>Total</b>	<b>\$866,216</b>

**EXPENSES**

Construction	\$866,216
<b>Total</b>	<b>\$866,216</b>

**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: \_\_\_\_\_





**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*

*CB 200430*

**Agenda dates requested:**

May 6, 2020  
May 13, 2020  
May 20, 2020

Briefing

Proposed action

Consent

Action

Ordinance  X

Public hearing

Yes  No  X

**Budget amendment:**

Yes  No  X

**PowerPoint presentation:**

Yes  No  X

**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

*[Signature]*  
.....  
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.



**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
<b>Total</b>	<b>\$519,703</b>

EXPENSES

Construction	\$519,703
<b>Total</b>	<b>\$519,703</b>

**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: \_\_\_\_\_





**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*

*CB 200431*

**Agenda dates requested:**

5/6/2020

Briefing

Proposed action

Consent

Action

Ordinance X

Public hearing

Yes  No

**Budget amendment:**

Yes  No

**PowerPoint presentation:**

Yes  No

**Attachments:**

- Proposed Ordinance
- Proposed Easement

**Department(s) involved:**

Real Property

**Contact person:**

Darcie Byrd

**Phone number:**

425-257-7294

**Email:**

[dbyrd@everettwa.gov](mailto:dbyrd@everettwa.gov)

**Initialed by:**

Department head

Administration

*[Signature]*  
Council President

**Consideration:** Resolution

**Project:** Partial street vacation

**Partner/Supplier :** James Hoagland, Petitioner

**Location:** 32<sup>nd</sup> 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 #:



### 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: \_\_\_\_\_  
James R. Hoagland

By: \_\_\_\_\_  
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.



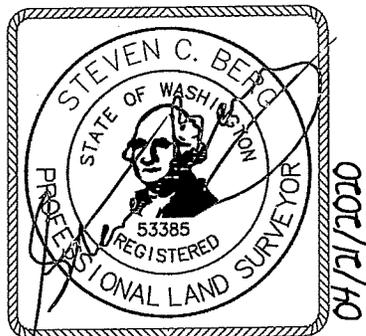
**UTILITY EASEMENT**

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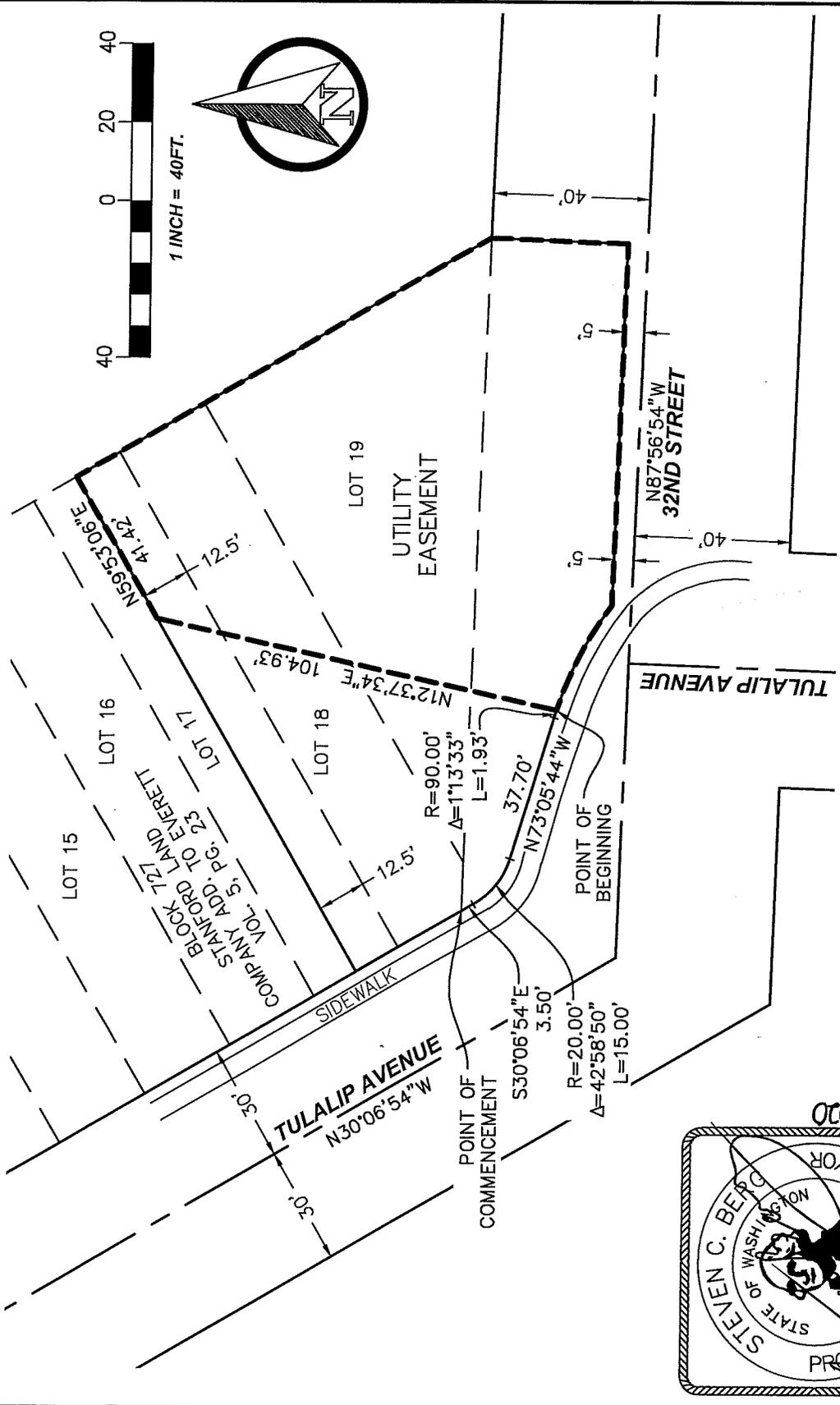
SITUATE IN THE CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON.



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

NE 1/4 OF THE NW 1/4, SEC. 30, TWP. 29 N., RGE. 5 E., W.M.



**NORTH PEAK ASSOCIATES LLC**  
 PROFESSIONAL LAND SURVEYORS  
 17270 WOODINVILLE REDMOND RD. NE, STE 705  
 WOODINVILLE, WA  
 (206) 601-4682  
 DATE: 04/21/2020  
 JOB NO.: 19-020

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

