

**YOU MAY CALL IN AT 6:00 P.M. PRIOR TO THE MEETING  
TO PROVIDE PUBLIC COMMENT AT THE COUNCIL  
MEETING AT 1.425.616.3920,  
CONFERENCE ID: 377 859 224#**

**YOU MAY CALL IN TO LISTEN TO THE COUNCIL  
MEETING AT 1.425.616.3920,  
CONFERENCE ID: 724 887 726#**

**EVERETT CITY COUNCIL  
6:30 P.M., WEDNESDAY, JUNE 3, 2020**

Roll Call

Approval of Minutes: May 27, 2020

Mayor's Comments:

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Public Comment

CONSENT ITEMS:

(1) Adopt Resolution authorizing claims against the City of Everett in the amount of \$718,876.21 for the period of May 16, 2020 through May 22, 2020.

Documents:

[res-24.pdf](#)

(2) Authorize the Mayor to sign all necessary documents and agreements with the Office of Justice Programs regarding the application, acceptance, and utilization of the Bullet Proof Vest Program Grant in the amount of \$21,056.75.

Documents:

[Vest Program.pdf](#)

PUBLIC HEARING:

(3) Adopt Resolution authorizing the declaration of certain city owned properties as surplus and authorizing the sale and disposition of those properties.

Documents:

[Surplus.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.)

(4) CB 2005-35 – 1st Reading – Adopt the Proposed Ordinance creating a Special Improvement Project entitled, “100th Street SW Improvements” Fund 303, Program 120. (3rd and final reading on 6-17-20).

Documents:

[CB 2005-35.pdf](#)

(5) Award and Authorize Request for Proposal #2019-124 Parking Management Services-Everpark Garage to the Downtown Everett Association for an initial three-year (3) contract term and two (2) optional three-year terms.

Documents:

[Everpark Garage.pdf](#)

(6) Reboot for Rethink Zoning

Documents:

[Rethink Zone.pdf](#)

PROPOSED ACTION ITEMS:

(7) CB 2005-34 – 2nd Reading – Adopt the Proposed Ordinance creating a Special Improvement Project entitled, “Sewer “O” Utility Upgrades” Fund 336, Program 013. (3rd and final reading on 6-10-20).

Documents:

[CB2005-34.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).

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

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 May 16, 2020 through May 22, 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>
002	General Government	1,701.50	101	Parks & Recreation	7,854.21
004	Administration	1,805.50	110	Library	17,515.27
005	Municipal Court	69.64	112	Community Theater	1,500.00
009	Misc Financial Funds	53,153.81	119	Public Works-Strees Improveme	10.65
010	Finance	1,430.88	120	Public Works-Streets	1,202.96
021	Planning & Community Develop	13,010.00	146	Property Management	4,265.52
024	Public Works-Engineering	146.44	197	CHIP Home Loan	7,610.63
026	Animal Shelter	220.31	198	Community Dev Block Grants	7,079.80
031	Police	6,072.00	303	PW Improvement Projects	1,342.41
032	Fire	1,005.57	308	Riverfront Development	68,413.06
038	Facilities/Maintenance	3,121.82	336	Water & Sewer Sys Improv Proj	2,213.21
	<b>TOTAL GENERAL FUND</b>	<b>\$ 81,737.47</b>	342	City Facilities Construction	4,777.64
			354	Parks Capital Construction	20,340.45
			401	Public Works-Utilities	291,954.15
			402	Solid Waste Utility	44,688.04
			425	Public Works-Transit	12,402.03
			430	Everpark Garage	153.05
			440	Golf	14,675.44
			501	MVD-Transportation Services	53,252.71
			503	Self-Insurance	31,636.41
			505	Computer Reserve	16,479.52
			507	Telecommunications	807.70
			637	Police Pension	1,768.60
			638	Fire Pension	6,745.60
			665	Other Special Agency Funds	18,449.68
			<b>TOTAL CLAIMS</b>	<b>\$ 718,876.21</b>	

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

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

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

**Project title:** Bullet Proof Vest Program Grant**Council Bill #** *interoffice use***Agenda dates requested:**

6/3/2020

Briefing

Proposed action

Consent

Action  x

Ordinance

Public hearing

 Yes  x  No**Budget amendment:** x Yes  No**PowerPoint presentation:** Yes  x  No**Attachments:**BVP Application,  
Certifications, EPD Vest Policy**Department(s) involved:**

Police, Legal

**Contact person:**

John DeRousse

**Phone number:**

425-257-8408

**Email:**

jderousse@everettwa.gov

**Initialed by:**
  
 Department head

  
 Administration

  
 Council President
**Project:** FY20 Bulletproof Vest Partnership Grant**Partner/Supplier :** Office of Justice Programs**Location:** City of Everett**Preceding action:****Fund:** 031/Police**Fiscal summary statement:**

Funds from the Office of Justice Programs, FY2020 Patrick Leahy Bulletproof Vest Partnership Grant would be used to pay for 50% of the cost of 50 vests. These vests are a required part of the protective gear that each Commissioned Officer is supplied by EPD. The total program cost would be \$42,113.50; \$21,056.75 Federal funding and \$21,056.75 in City funds.

**Project summary statement:**

The Everett Police Department is looking to apply for funding with the Office of Justice Programs that would assist with the cost of Bullet Proof Vests for Commissioned Staff. These funds would pay 50% of the cost of 50 vests required by EPD policy and worn by all commissioned officers over a two-year grant period. These vests will outfit both new officers and replacements for expired vests, each vest has a 5-year lifespan.

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

Authorize the Major to sign all necessary documents and agreements with the Office of Justice Programs regarding the application, acceptance, and utilization of the Bullet Proof Vest Program Grant in the amount of \$21,056.75.



# AGENCY INFORMATION

Please make sure your Jurisdiction name is correct since this is how it will appear on your banking form. If the jurisdiction name is incorrect, please contact the BVP Help Desk as shown at the bottom of the left side menu.

## AGENCY INFORMATION

**Name:** EVERETT CITY

**Agency Type:** City/Municipality

**Government ID Number:** 482031005

**\* Tax Payer ID Number:**

**9 Digit DUNS:** 608909156

**DUNS 4:**

**Number of Existing Population:** 108000

**Number of Existing Full Time Officers:** 206

**Number of Existing Part Time Officers:** 0

## OFFICE ADDRESS

**\* Address Line 1:**

**Address Line 2:**

3002 WETMORE AVENUE

**\* City:**

EVERETT

**State:**

WA

**\* Zip:**

98201-4018

CANCEL

SAVE

# MANAGE APPLICATION



Application Profile



Application



NIJ Approved Vests

Submit Application

Listed below is each of the vests which you included in your application. You may view, change or delete the information shown for each type of vests listed by clicking on its 'Model Name'. To add more vests to your application, please select the "Add Vests To Application" button. If all information is correct, please select the "Proceed To Submit Application" button to continue with the application process.

## APPLICATION PROFILE

<b>Participant</b>	EVERETT CITY
<b>Fiscal Year</b>	2020
<b>Number of Agencies Applied</b>	1
<b>Total Number of Officers for Application</b>	206
<b>Number of Officers on Approved Applications</b>	206

## APPLICATION PROFILE

<b>Fiscal Year</b>	2020
<b>Vest Replacement Cycle</b> 	5

Number of Officers 206

Number of Stolen or Damaged Replacement Needs ⓘ Number of Officer Turnover 8

**VIEW/UPDATE APPLICATION**

**Vests for 2020 Regular Fund**

Model Name	Quantity	Specification	Gender	Unit Price	Total Cost
+ <u>AXBIIIA</u>	25	IIIA	M	\$765.00	\$21,056.75
+ <u>AXII</u>	25	II	M	\$765.00	\$21,056.75
+ Grand Totals	50				\$42,113.50

PROCEED TO SUBMIT APPLICATION

ADD VESTS TO APPLICATION

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# CEO CERTIFICATION



Application Profile



Application



NIJ Approved Vests



Submit Application

## CERTIFICATION

### General Certification

**U.S. Department of Justice  
Office of Justice Programs**

**Patrick Leahy Bulletproof Vest Partnership Grant  
Certifications and Assurances  
by the Chief Executive of the Applicant Government**

On behalf of the applicant, and in support of this application for an award under the Patrick Leahy Bulletproof Vest Partnership (BVP) Grant program, I certify under penalty of perjury to the Office of Justice Programs (OJP), U.S. Department of Justice (Department), that all of the following are true and correct:

- a. I have the authority, as chief executive of the applicant to make the following representations on behalf of myself and the applicant. I understand that these representations will be relied upon as material in any OJP decision to make an award to the applicant based on its application.
- b. The applicant has the legal authority to apply for the federal assistance sought by the application, and that it has funds sufficient to pay any required non-federal share of project costs.
- c. I assure that, throughout the period of performance for the award (if any) made by OJP based on the application, the applicant will-
  - i. comply with all award requirements and all federal statutes and regulations applicable to the award;

- ii. require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
  - iii. maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- d. The applicant understands that the federal statutes and regulations applicable to the award (if any) made by OJP based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition-
  - i. the applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
  - ii. the applicant understands that the applicable statutes pertaining to nondiscrimination may include section 815(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d(c)); section 1407(e) of the Victims of Crime Act of 1984 (42 U.S.C. § 10604(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (42 U.S.C. § 13925(b)(13)) also may apply; and
  - iii. on behalf of the applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
- e. The applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by OJP based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), and 46 (human subjects protection).
- f. I assure that the applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by OJP based on the application. The applicant agrees that documentation to support the BVP application and payment requests will be kept for at least a three year period.

- g. I certify that submission of this application for funding under the BVP Grant Act constitutes the legally binding acceptance by the applicant of the terms and conditions set forth in the application, and of the BVP program's statutory, regulatory, and programmatic requirements, restrictions, and conditions.
- h. The applicant understands that, in the case of any equipment or products that may be purchased under an award under the BVP Grant Act, it is the sense of the Congress that BVP recipients receiving the assistance should, in expending the award funds, purchase only American-made equipment and products.
- i. No funding received under any other Federal grant program will be used to pay or defer the cost, in whole or in part, of the matching requirement of 31 USC § 10531(1), except as provided in 31 USC § 10531(2) regarding funds appropriated for the activities of any agency of an Indian Tribal government or the Bureau of Indian Affairs.
- j. The applicant EITHER:
- i. did NOT (or will NOT) apply for a Justice Assistance Grant (JAG) Local award for the same fiscal year as that of this application; OR
  - ii. HAS applied for (or WILL apply for) a JAG Local award for the same fiscal year as that of this application and has considered but did NOT (and does NOT) expect to use those JAG Local award funds for any part of the cost of purchasing armor vests (including either the federal or the match portion).

I acknowledge and accept the General Certification

## CERTIFICATION

### Funding Limits Certification

- a. I acknowledge that all funding awards will be subject to the availability of funds and I acknowledge that there is no guaranteed level of funding associated with the submission of this application to the BVP program.

- b. The applicant will meet its financial and contractual obligations associated with any purchase transactions, regardless of the amount of funding received under this application.

I acknowledge and accept the Funding Limits Certification

**CERTIFICATION**

**Mandatory Wear Policy Certification**

- a. The applicant has a written, mandatory-wear policy that establishes general requirements for law enforcement and corrections officers, assigned to uniformed functions, to wear (subject to appropriate exceptions as determined by the applicant) bullet-resistant vests and that this policy is in effect on the date this application is submitted.
- b. I assure that the foregoing written mandatory-wear policy will remain in effect during the service life of any and all vests purchased with federal funds under this award.
- c. To the best of my knowledge and belief, after diligent inquiry and review, this applicant is, at the time this application is submitted, in compliance with the foregoing mandatory-wear policy.
- d. I assure that the applicant will remain in compliance with the foregoing mandatory-wear policy throughout the service life of any and all vests purchased with federal funds under this award.

I acknowledge and accept the Mandatory Wear Policy Certification

**CERTIFICATION**

**Unique Vest Fit Certification**

- a. To the best of my knowledge and belief, after diligent inquiry and review, I certify that, at the time this application is submitted-
- i. The criteria and protocols, made available by the BVP program, for providing "uniquely fitted" ballistic or stab-resistant vests to officers have been reviewed.
  - ii. All of the applicant's law enforcement and corrections officers have been provided with access to the ASTM International "Standard Practice for Body Armor Wearer Measurement and Fitting of Armor"-ASTM Standard E3003-and the Justice Information Technology Center's "Personal Armor Fit Assessment".
  - iii. All of the applicant's law enforcement and corrections officers have been notified that, upon their request, they will be provided with the opportunity to receive a protective vest that is uniquely fitted to them.

*Note: In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer.*

I acknowledge and accept the Unique Vest Fit Certification

## CERTIFICATION

### Signature Acknowledgement Certification

I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that payments under OJP programs such as the BVP program, including certifications provided in

connection with such awards, are subject to review by the Department, including by OJP and by the Department's Office of the Inspector General.

I acknowledge and accept the Signature Acknowledgement Certification

**SIGNATURE**

As the chief executive officer (or designee), authorized to submit this application, I hereby enter my full name in the space provided below:

**SUBMIT**

**BACK**

#### **6.4 PROTECTIVE VESTS**

Officers assigned to administrative and investigative duty (primarily plain clothes) are encouraged to wear the protective vest but it is at the discretion of the immediate supervisor; it must be available at the department for instant use if necessary.

The protective vest shall be worn when executing search warrants and making planned arrests.

It is the policy of the Everett Police Department that all officers in uniform will wear a protective vest with both front and back panels.

**EXCEPTION:** Medical conditions may preclude the wearing of a vest but must be verified in writing by a physician submitted through the Chain of Command.

**EXEMPTION:** Officers assigned to the Marine Unit are exempt from this policy while engaged in on the water activities.

Officers wearing the ceremonial dress uniform are exempt from this policy.



## Tracey Landry

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**From:** BVP Email Account <ojp@public.govdelivery.com>  
**Sent:** Thursday, April 23, 2020 8:49 AM  
**To:** Tracey Landry  
**Subject:** Bulletproof Vest Partnership (BVP) – FY 2020 Application Announcement

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear BVP Participant:

The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year 2020 Patrick Leahy Bulletproof Vest Partnership (BVP) application funding period.

Applications for FY 2020 BVP funds will be accepted beginning April 23, 2020. All applications must be submitted online at <https://ojp.gov/bvpbasi/> by 6:00 pm (e.d.t.), June 8, 2020.

### Important Information Regarding FY 2020 BVP Funds:

1. Jurisdictions receiving funding for reimbursement of body armor purchases must have a written mandatory wear policy for uniformed patrol officers in place when the FY 2020 BVP applications are submitted. There are no requirements regarding the nature of the policy other than it specify when mandatory wear is required for uniformed officers on duty. Please see the BVP Mandatory FAQs for further guidance on this requirement: [https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/FAQsBVP MandatoryWearPolicy\\_0.pdf](https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/FAQsBVP MandatoryWearPolicy_0.pdf).
2. Each vest purchased with FY 2020 funds must meet the National Institute of Justice (NIJ) standards on the date it was ordered and must be American-made. Please see these websites for the latest NIJ compliant vests: [https://www.justnet.org/other/ballistic\\_cpl.html](https://www.justnet.org/other/ballistic_cpl.html) and [https://www.justnet.org/other/stab\\_cpl.html](https://www.justnet.org/other/stab_cpl.html).
3. Uniquely Fitted Armor Vest Requirement: Jurisdictions receiving funding for reimbursement of body armor purchases must have in place a uniquely fitted vest requirement when the FY 2020 BVP applications are submitted.

In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of the Office of Justice Programs' efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for

Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) available at no cost. The [Personal Armor Fit Assessment checklist](#), is excerpted from ASTM E3003.

4. Multiple law enforcement agencies (LEAs) within the same jurisdiction must submit their own application information and vest needs to the jurisdiction. The jurisdiction will then submit the LEA applications in one submission to BJA. This includes colleges and universities. All public colleges and universities are considered LEAs under their respective jurisdiction.

5. To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2020 BVP funds:

- a. Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)
- b. Ensure that the application accurately reflects the current market cost for the vests identified on the application.
- c. Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs.

Your careful attention to actual vest needs will help ensure that all eligible jurisdictions submitting requests will receive the maximum award allowable based on the appropriation and distribution guidelines.

6. BJA has completed user guides and training materials for the BVP application process and the payment request process. Please see the following website for the guides and checklists:  
<https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources>

For questions regarding this email or for assistance with the online application process, please do not hesitate to call the BVP Help Desk at 1-877-758-3787, or email [vests@usdoj.gov](mailto:vests@usdoj.gov).

Sincerely,

The BVP Program Team

Bureau of Justice Assistance

<https://ojp.gov/bvpbasi/>



**Project title:** A Resolution authorizing the declaration of certain City owned properties as surplus and authorizing the sale and disposition of those properties .

**City Council Agenda Item Cover Sheet**

**Council Bill #**

**Project:** Continuation of Public Hearing regarding the Sale of City owned property identified as surplus to City needs.

**Agenda dates requested:**

**Partner/Supplier :** N/A

June 3, 2020

**Location:** Citywide

**Preceding action:** 03/11/2020 – Briefing for this round of surplus property sales

**Fund:** 145 – Real Property; 401 – Utilities

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

**Fiscal summary statement:**  
Positive with proceeds from property sales

**Project summary statement:**

The City proposes to surplus city owned properties which staff has identified as surplus to the City’s needs as described in the attached Resolution Exhibit A and as generally depicted on the attached site map. This proposed selection of parcels is a follow-on to the initial round of properties identified in Resolution 7309 which was adopted by City Council in November 2018.

**Budget amendment:**  
 Yes  No

This agenda item will be a continuation of the call-in Public Hearing of the City Council that was first opened on May 27, 2020.

**PowerPoint presentation:**  
 Yes  No

**Attachments:**

1. Resolution
2. Site Map

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

Adopt Resolution authorizing the declaration of certain city owned properties as surplus and authorizing the sale and disposition of those properties.

**Department(s) involved:**  
ALL

**Contact person:**  
Paul McKee

**Phone number:**  
425 257-8938

**Email:**  
pmckee@everettwa.gov

**Initialed by:**

Department head

Administration

Council President





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

**A RESOLUTION authorizing the declaration of certain City owned properties as surplus and authorizing the sale and disposition of those properties.**

**WHEREAS,**

- A. All City departments have completed a surplus review of the four properties described in the attached Exhibit A. The Mayor has approved this review and its determination that the Exhibit A properties are surplus.
- B. In accordance with RCW 35.94.040, the City of Everett held a public hearing on May 27, 2020, which was then continued to June 3, 2020, regarding the proposed surplus of the four Exhibit A properties, some of which were originally purchased for utility purposes.
- C. Two of the four Exhibit A properties were originally purchased for utility purposes. As further described in Exhibit A, these two include: the utility property at Shore Ave (00571700900400), with appraised fair market value of \$510,000; and the utility property at Kenwood Drive (00612000002000), with appraised fair market value of \$170,000.
- D. The remaining two Exhibit A properties were not originally purchased for utility purposes. Appraisals on these properties are pending. As further described in Exhibit A, these properties include: property at East Marine View Drive (29051700100600) and property at Colby Avenue (00439171700800).
- E. The Everett City Council finds and determines that all of the real property described in Exhibit A, is no longer required for City purposes and is, therefore, declared to be surplus. With respect the real property in Exhibit A originally acquired for utility purposes, the Everett City Council further finds and determines that such real property is surplus to the City's needs and is not required for providing continued public utility service.
- F. The Everett City Council finds that the City is acting in compliance with the City Charter and the requirements of Ordinance No. 2935-06 (Chapter 3.84 EMC).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERETT:**

**Section 1:** All of the real property described in Exhibit A is no longer required for City purposes, and is, therefore, declared to be surplus property. With respect to the real property in Exhibit A originally acquired for utility purposes, such real property is further resolved by City Council to be surplus to the City's needs and not required for providing continued public utility service.

**Section 2:** The City Council authorizes the sale of the real property described in Exhibit A as follows, which the City Council deems in the best public interest:

- a) Properties in Exhibit A originally acquired for utility purposes shall be sold for at least 100% of the appraised fair market values stated in the Recitals above and in Exhibit A. Other properties in Exhibit A shall be sold for at least 100% of the market value as established by written independent appraisal for the property or for such other reasonable and lawful terms and conditions the City Council determines to be in the best interests of the City; and
- b) The City may market and list some or all of the Exhibit A properties for sale with a licensed real estate broker so long as the listing or other agreement between the broker and the City is an agreement approved by City Council; and
- c) Some or all of the properties may be marketed and listed for sale by City staff; and
- d) The disposition of the real property described in Exhibit A is to be done in a commercially reasonable manner as determined by the City's real property manager; and
- e) The purchase and sale agreement for each Exhibit A property will be submitted to City Council for approval prior to closing of the sale of the property; and
- f) The City Council reserves the right to reject any proposed purchase and sale agreement for any Exhibit A property.

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Councilperson Introducing Resolution

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Council President

**Exhibit "A"**  
**City of Everett Real Property - Surplus List**  
**Utilities owned: Items 1&2; Other owned: Items 3&4**

1. **TAX ACCOUNT NUMBER: 00571700900400** **Size: Appx. 0.50 Acre**

**3121 Shore Ave**  
**\$510,000**

**Appraised Fair Market Value:**

**Legal Description:**

LOT 4, BLOCK 9, PLAT OF SHORE ACRES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 32, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; EXCEPT THE EAST 10 FEET THEREOF.

SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD, IF ANY.

2. **TAX ACCOUNT NUMBER: 00612000002000** **Size: Appx. 0.20 Acre**

**6331 Kenwood Drive**  
**\$170,000**

**Appraised Fair Market Value:**

**Legal Description:**

LOT 20, PLAT OF WESTWOOD, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 65, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD, IF ANY.

3. **TAX ACCOUNT NUMBER: 29051700100600** **Size: Appx. 0.10 Acre**

**903 East Marine View Drive**

**Appraisal Pending**

**Legal Description:**

THE EASTERLY 60 FEET OF THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON, AND THE EAST LINE OF WALNUT STREET;  
THENCE NORTHERLY ALONG THE EAST LINE OF WALNUT STREET A DISTANCE OF 476.06 FEET TO THE TRUEPOINT OF BEGINNING;  
THENCE CONTINUE NORTHERLY ALONG THE EAST LINE OF WALNUT STREET A DISTANCE OF 75 FEET;

THENCE ANGLE TO THE RIGHT 89° 29' A DISTANCE OF 277 FEET, MORE OR LESS,  
TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF  
BURLINGTON NORTHERN RAILWAY;  
THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 75.27  
FEET;  
THENCE ANGLE TO THE RIGHT 94° 54' TO AN INTERSECTION WITH THE EAST LINE  
OF WALNUT STREET AND THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD, IF ANY.

**4. TAX ACCOUNT NUMBER: 00439171700800**

**Size: Appx. 0.13 Acre**

**3015 Colby Avenue (Culmback Bldg)**

**Appraisal Pending**

**Legal Description:**

LOTS 8 AND 9, BLOCK 717, PLAT OF EVERETT, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 3 OF PLATS, PAGE 32, RECORDS OF SNOHOMISH COUNTY,  
WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

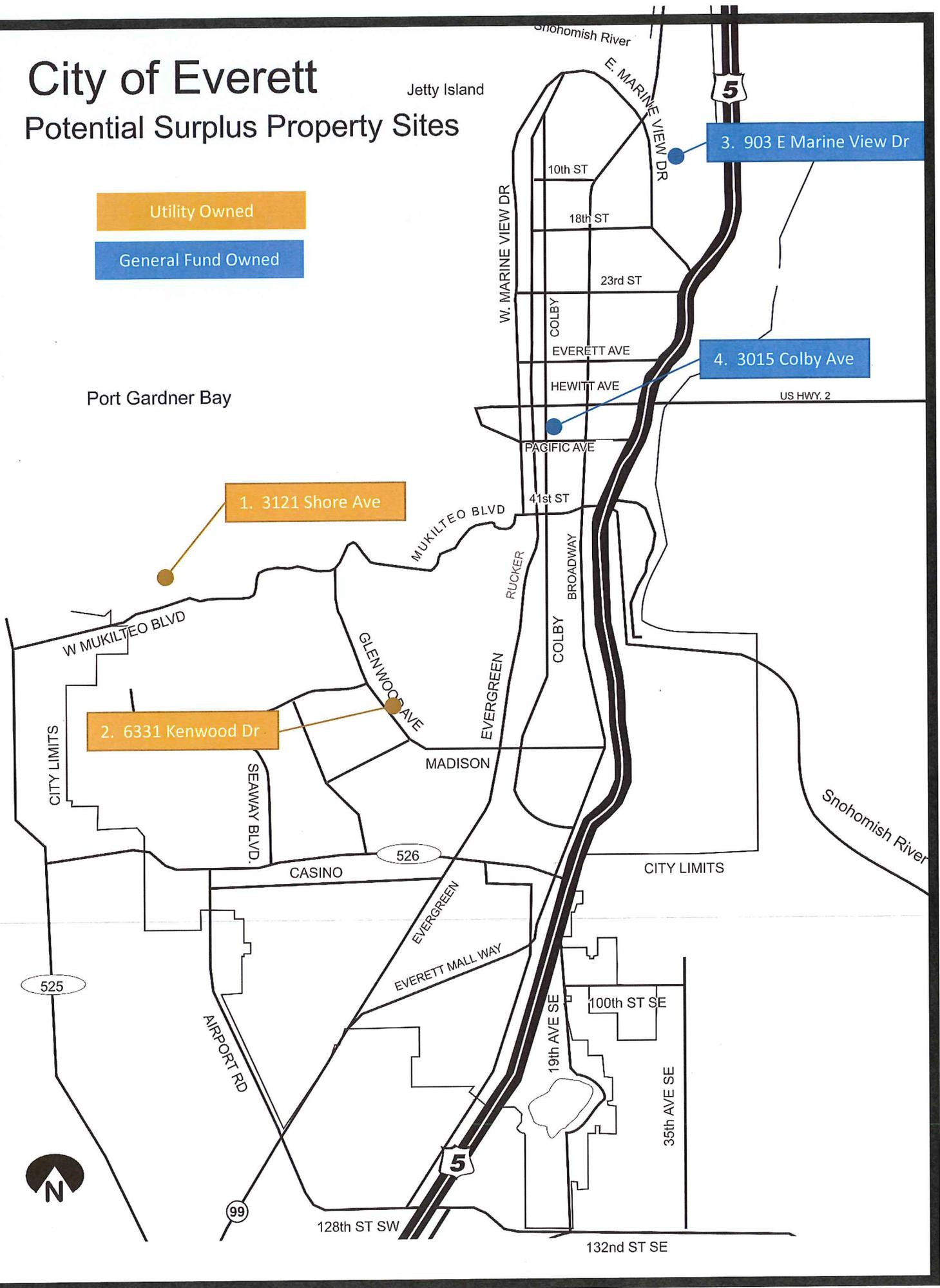
SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD, IF ANY.

# City of Everett

## Potential Surplus Property Sites

Utility Owned

General Fund Owned







**Project title:** An Ordinance creating a special improvement project entitled "100th Street SW Improvements" Fund 303, Program 120.

**City Council Agenda Item Cover Sheet**

**Council Bill #**  
CB 2005-35

**Agenda dates requested:**  
June 3, 2020

Briefing  
Proposed action  
Consent  
Action  
Ordinance  
Public hearing  
Yes  No

**Budget amendment:**  
Yes  No

**PowerPoint presentation:**  
Yes  No

**Attachments:**  
Proposed Ordinance

**Department(s) involved:**  
Public Works, Admin

**Contact person:**  
Christina Curtis

**Phone number:**  
(425) 257-8855

**Email:**  
ccurtis@everettwa.gov

**Initialed by:**  
  
Department head

**Administration:**  
  
Council President

**Consideration:** Plans & Systems Ordinance  
**Project:** 100th Street SW Improvements  
**Partner/Supplier:**  
**Location:** 100<sup>th</sup> Street SW  
**Preceding action:** None  
**Fund:** Fund 303

**Fiscal summary statement:**

The budget for the design phase of this project is \$960,000 and the source of funds will be a Federal Surface Transportation Program (STP) grant in the amount of \$800,000 and local matching funds of \$160,00 for a total of \$960,000. The local matching funds will come from Fund 157 – Traffic Mitigation in the amount of \$150,000 and Fund 119 – Street Improvements in the amount of \$10,000.

**Project summary statement:**

100<sup>th</sup> Street SW is a critical east-west arterial link between Evergreen Way and the Paine Field Passenger Air Terminal and the Southwest Everett Manufacturing and Industrial Center. Planned roadway widening improvements include adding a center turn lane, bicycle lanes, and sidewalks. These improvements are also identified as a needed connection of existing facilities in the Bicycle Master Plan.

Ancillary improvements will include the upgrading of 2 drainage culverts, stormwater management, pavement markings and signing, illumination upgrades and ADA improvements.

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

Adopt an Ordinance creating a special improvement project entitled "100th Street SW Improvements" Fund 303, Program 120.



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

An **ORDINANCE** creating a special improvement project entitled “100th Street SW Improvements” Fund 303, Program 120, to accumulate all costs for the improvement.

**WHEREAS,**

- A. The City of Everett is committed to a planned transportation infrastructure improvement program.
- B. The City of Everett has identified the need and obtained funds to design and construct certain improvements on 100<sup>th</sup> Street SW.

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

**Section 1.** A special improvement project is hereby established as Fund 303, Program 120, entitled “100th Street SW Improvements” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

**Section 2.** Authorization is hereby granted for the “Public Works Director” or “City Engineer” under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance

**Section 3.** The sum of \$960,000 is hereby appropriated to Fund 303, Program 120, “100th Street SW Improvements” as follows:

A. Estimated Project Design Costs	\$ 960,000
B. Source of Funds	
Federal Grant - STP	\$ 800,000
Fund 157 – Traffic Mitigation	150,000
Fund 119 – Street Improvements	10,000
Total Funds	<u>\$ 960,000</u>

**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.

**Section 7.** It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

\_\_\_\_\_  
Cassie Franklin, Mayor

ATTEST:

\_\_\_\_\_  
Sharon Fuller, City Clerk

PASSED: \_\_\_\_\_

VALID: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_





**Project title:** Award and Authorize Request for Proposal #2019-124 Parking Management Services – Everpark Garage

### City Council Agenda Item Cover Sheet

**Council Bill #**

**Project:** Parking Management Services for Everpark Garage

**Partner/Supplier:** Downtown Everett Association

**Location:** 2801 Hoyt Avenue

**Agenda dates requested:**

June 3, 2020

**Preceding action:** Authorization to Release the Request for Proposal 1/15/20 Six-Month Management Contract Extension Approval 12/02/19

**Fund:** 430 (Everpark Garage)

Briefing

Proposed action

Consent  X

Action

Ordinance

Public hearing

Yes  X No

**Budget amendment:**

Yes  X No

**PowerPoint presentation:**

Yes  X No

**Attachments:**

RFP #2019-124

**Department(s) involved:**

Purchasing & Real Property

**Contact person:**

Theresa Bauccio-Teschlog

**Phone number:**

(425) 257-8901

**Email:**

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

Initialed by:

Department head

Administration

Council President

**Fiscal summary statement:**

In December 2020, City Council granted a six-month extension to the Downtown Everett Association agreement to manage the Everpark Garage through June 30, 2020, with a monthly management fee of \$18,274.30.

This contract award continues that monthly management fee of \$18,274.30 until either the City elects to automate the garage—in which the monthly management fee would reduce to \$12,289 per month—or until the end of the first contract year.

**Project summary statement:**

City of Everett Ordinance No. 849-82 requires that the Everpark Garage be operated through a management agreement with a private operator to serve civic center purposes for the benefit of the general public. The Downtown Everett Association (DEA) has been the City’s agent in managing the Everpark Garage for more than a decade.

Request for Proposal #2019-124 was released on January 29, 2020. It was advertised in the Daily Herald and posted on the City’s website. It was also sent to all known Parking Management companies. On March 3, 2020, the City received five (5) proposal responses. Staff is recommending awarding the contract to the Downtown Everett Association, who is the highest scored, best value provider.

Supplier	Final Score
Downtown Everett Association	355
Propark America West, LLC	277
Diamond Parking Services LLC	209
Laz Parking Northwest LLC	255
Republic Parking Systems LLC	281

Any contract extensions will be brought back to Council for approval.

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

Award and Authorize Request for Proposal #2019-124 Parking Management Services – Everpark Garage to the Downtown Everett Association for an initial three-year (3) contract term and two (2) optional three-year terms.



**CITY OF EVERETT  
PARKING MANAGEMENT SERVICES AGREEMENT**



**THIS AGREEMENT** made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the “*City*,” and Downtown Everett Association, whose address is 2707 Colby Avenue, Suite F, Everett, WA 98201, hereinafter referred to as the “*Service Provider*.”

**WHEREAS**, the City issued Request For Proposal #2019-124 in order to select a manager for the City’s Everpark Garage (the “*RFP*”);

**WHEREAS**, as a result of the RFP, the City desires to engage the Service Provider to provide Everpark Garage Parking Management Services to conduct the day-to-day operation for the Everpark Garage; and

**WHEREAS**, the Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached Exhibit A (the “*Work*”). By this Agreement, the City as principal engages Service Provider as its agent to operate the Everpark Garage as set forth in the Work. All Work shall be performed to the satisfaction of the City’s Representative or his/her designee. Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. In addition, the City has rights and obligations as set forth in the attached Exhibit A, including without limitation Section 11 of Exhibit A.
2. **Agreement/Order of Precedence.** This Agreement includes (A) this executed Parking Management Services Agreement document, (B) the attached Exhibit A, and (C) the attached Exhibit B, which includes Service Provider’s proposal response to the RFP (all items attached as Exhibit B collectively, the “*Proposal*”). In the event of a conflict between parts of this Agreement, and for purposes of interpretation to determine the duties, understandings, agreements and responsibilities between the parties, the order of precedence of the parts of this Agreement is: (1) this executed Parking Management Services Agreement document, (2) attached Exhibit A, and (3) attached Exhibit B. If this Agreement contains different provisions relating to the same subject matter, the provisions most stringent on the Service Provider control.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of July 1, 2020, and shall be completed by June 30, 2023. For the purposes of this Agreement, a “*Contract Year*” is from July 1 to June 30, so that there are three Contract Years during the base term of this Agreement: July 1, 2020 to June 30, 2021; July 1, 2021 to June 30, 2022; and July 1, 2022 to June 30, 2023.

Additionally, the parties may choose to extend the term of this Agreement by two (2) – three-year extension terms. If the parties so agree, each extension term will be formalized in an amendment to this Agreement.

4. **Compensation.**

A. **Management Fee Is Complete Compensation.** The City will pay Service Provider: the Management Fee, as defined in Section 4.B below. The Management Fee is full payment and complete compensation to Service Provider for all labor, materials, services, costs, expenses, equipment and all other items or actions necessary for the Work and for completion of all Service Provider’s obligations under this Agreement. No other payments or reimbursements to Service Provider are allowed under this Agreement.

B. **Definition of Management Fee.** The “*Management Fee*” is as follows:

<b>Contract Year</b>	<b>Management Fee</b>
Contract Year One July 1, 2020 to June 30, 2021	\$18,274.30 per month until automation occurs. As set forth in the RFP, the City intends to automate the Everpark Garage, which is anticipated to occur during Contract Year One. Effective on automation, Management Fee becomes \$12,289 per month. If automation occurs mid-month, that month will be prorated.
Contract Year Two July 1, 2021 to June 30, 2022	\$12,658 per month
Contract Year Three July 1, 2022 to June 30, 2023	\$13,038 per month

C. **Failure to Correct Work.** If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider’s conduct.

5. **Method of Payment.**

A. To obtain payment, the Service Provider shall (a) file its request for payment for the Management Fee and (b) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett  
Attn.: Real Property Manager  
3200 Cedar Street  
Everett, WA 98201

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.**

A. **For Convenience.** The City may terminate this Agreement without cause at any time by sending written notice of termination to the Service Provider. The notice shall specify a termination date at least sixty days (60) after the date the Notice is issued.

B. **For Default.** In the event of breach of this Agreement by either party to this Agreement, the non-breaching party will give written notice of breach to the breaching party. The breaching party is in default under this Agreement if the breaching party has not cured such breach (1) within five days after issuance of the notice of breach, if the breach is concerns insurance or payment of money or (2) within a commercially reasonable time after issuance of the notice of breach, but never to exceed 60 days, for any breach not concerning insurance or payment of money. Upon occurrence of default, the non-breaching party may terminate this Agreement by written notice of termination to the party in default. The notice of termination shall specify a termination date at least ten (10) days after the date the termination notice is issued.

C. **Termination Procedure.**A written notice of termination (a "*Notice*") shall be effective ("*Notice Date*") upon the earlier of either actual receipt (whether by fax, email, mail, delivery or other method reasonably calculated to be received in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's default, the Service Provider shall be paid or reimbursed for: the Management Fee up to the termination date, less all payments previously made. Notices under Section 7 shall be sent by the United States Mail to the City's and Service Provider's addresses provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, the Notice may also be sent by any other method reasonably believed to provide actual notice in a timely manner, such as fax or email. The City does not by this section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other back charges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** Except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "**City**" includes the City, the City's officers, employees, agents, and representatives and (2) "**Claims**" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10.

11. **Insurance.**

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Garage Policy Liability Insurance which shall include Garagekeeper's Legal Liability Insurance in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy, Garage Policy Liability Insurance policy, and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with

evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

F. In case of the breach of any provision of this Section 11, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

## 12. Independent Contractor.

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section 12. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section 12, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

- (1) Service Provider is free from control or direction over the performance of the service; and
- (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
- (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
- (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
- (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
- (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

**13. Employment.** The Service Provider warrants that the Service Provider has not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**14. Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

**15. City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

**16. State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder. This includes without limitation Washington law regarding prevailing wages (Chapter 39.12 RCW), which may apply to Work relating to maintenance or construction of improvements.

18. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

20. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, independent Service Provider, or proposed independent Service Provider, on the basis of race, color, religion, sex, age, disability, marital state, or national origin.

21. **Waiver.** Any waiver by the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

22. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

23. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

24. **Severability**. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

25. **Notices**.

A. Notices to the City of Everett shall be sent to the following address:

City of Everett  
Attn.: Purchasing Manager  
3200 Cedar Street  
Everett, WA 98201

B. Notices to the Service Provider shall be sent to the following address:

Downtown Everett Association  
Attn: Executive Director  
2707 Colby Avenue, Suite F  
Everett, WA 98201

26. **Venue**. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

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

28. **No Interest in Real Estate**. The parties agree that this Agreement does not convey any interest in any real estate.

29. **Representations**. The Service Provider represents that statements of fact contained in its Proposal are true and correct, and no material facts were omitted that would be reasonably necessary to make the statements made in the proposal, in the light of the circumstances under which they were made, not misleading. The Manager also represents that it has examined the Everpark Garage and can perform the work, services and improvements set forth in the Proposal and the RFP.

30. **Signature**. At the sole discretion of the City, the City may consent to the Service Provider's signature on this Agreement or amendment thereof being by email, fax, photocopy, 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 Agreement or amendment thereof by the Mayor of the City.

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,  
WASHINGTON**

\_\_\_\_\_  
Cassie Franklin, Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Fuller, City Clerk

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**DOWNTOWN EVERETT ASSOCIATION**

\_\_\_\_\_  
*Liz Stenning*

Name: Liz Stenning

Title: Executive Director

Date 05/19/2020

**EXHIBIT A**  
**SCOPE OF WORK**

**EXHIBIT A – SCOPE OF WORK**

In this Scope of Work, “Supplier” is the Service Provider.

**1. SCOPE OF WORK & OPERATOR RESPONSIBILITIES**

The supplier will manage and operate the Garage. Services to be provided by the supplier will include, at the minimum, the essential requirements as listed below:

- a. Collect public parking revenue derived from Garage operations.
- b. Collect and account for all cash and other payments received from any source derived for use of the facilities.
- c. Manage and operate the Garage, including supervision of the parking and circulation of vehicles inside the Garage, plus administration, implementation, processing, and monitoring of prepaid parking credit card use. This may include future electric charging stations.
- d. Employ, manage, evaluate and if necessary, terminate parking management services’ personnel. All staff members must be fluent in English and must be able to understand and be understood when conversing with English speaking customers. Additional language skills are desirable. Supplier must obtain a nationwide criminal background check for all staff members. Records of criminal background checks must be kept on file by the supplier and made available to the City of Everett for review upon request. Questionable backgrounds must be brought to the attention of the City of Everett. Throughout the life of the contract, the City reserves the right to require the supplier to have background checks updated or completed again at the supplier’s expense.
- e. Consult with the City on matters related to the operation of the Garage.
- f. Provide a monthly summary report of income and expenses to the City’s Representative.
- g. Review and recommend adjustments to parking rates by category, including terms of use, per the requirements of City Resolution 7410 on at least an annual basis.
- h. Maintain a short and long-term promotional plan to increase Garage usage.
1. Work with the downtown merchants for the promotion and operation of the garage for the betterment of downtown Everett and its citizens.
- i. Investigate and answer all Garage related complaints.
- j. Maintain Garage cleanliness.
  1. Employee restroom must be cleaned daily.
  2. Particular attention must be given to all public access areas, such as elevator, stairways, and arcade walkway. If necessary, the painted access areas should be scrubbed as needed to maintain a fresh appearance. Graffiti must be immediately cleaned or painted over.
  3. Daily cleaning of stairways, elevators, and each parking level. In the event of snow or icy conditions, the stairwells will be cleared to ensure the public safety as soon as reasonably possible to prevent hazard or injury.
  4. Keep the Garage free of all debris and flammable materials of every description.
- k. Maintain ticket dispensers and automated equipment.
- l. Provide a maintenance crew that is available during normal business hours of at a minimum of 8:00 a.m. to 5:00 p.m., Monday through Friday and Maintain 24-hour on-call maintenance support.

- m. Develop and recommend a capital improvement plan annually and provide it to the City's Representative by July 1, of each year.
- n. Pay for and obtain all licenses and permits necessary for the operation of the Garage.
- o. Initiate work orders with the City's Representative to correct maintenance needs and undertake repairs.
- p. Submit in writing any maintenance requests to the City's Representative.
- q. Maintenance and repair of the PARCS system, if implemented, will be the sole responsibility of the City.
- r. Direct any special request for other use, or promotional coordination with downtown merchant groups to the City's Representative, who will in turn coordinate the requests within the City.
- s. Allow the City to audit the Supplier's operation of the Garage upon request of the City.
- t. No vending other than necessary for the parking operation will be allowed in the Garage unless approved by the City's Representative.
- u. It is the intent and it is agreed, that the Supplier is not granted a leasehold interest to exclusively occupy the Garage. The Supplier is providing management services as described and therefore should not be subject to any Leasehold Excise Tax, RCW Chapter 82.29A. However, if it is otherwise determined and the Supplier is responsible for said tax, then the Supplier is solely responsible for and must pay the tax.

2. **LOCATION**

The parking garage is located at:  
 2815 Hoyt Avenue  
 Everett, WA 98201

3. **CURRENT HOURS OF EVERPARK GARAGE FOR FEE PARKING\***

The supplier must provide twenty (20) hours of staffing per day at the Garage, pre-automation. Staffing level post-automation will be 16 hours per day. Pre-automation staffing levels will be based on the following Garage hours:

- Weekdays - from 7:00 a.m. to 6:00 p.m.

\*Parking is currently available for free after 6:00 p.m. weekdays and all day on Saturday and Sunday. The supplier is not expected to provide staffing during this time.

4. **ANNUAL REPORTING**

An annual operating budget for the Garage must be prepared and submitted to the City for approval. The proposed budget is due by June 30 of each calendar year for the next calendar year. The budget must include detailed operating revenue and expense projections.

Implementation of the proposed budget, or as modified by the City, requires written authorization from the City's Representative. The Supplier is limited to the total expense authority in the budget as approved by the City's Representative.

5. **STAFFING**

- Supplier will provide a company organizational chart for personnel involved in the day to day operation of the Garage. The designated Garage Manager will maintain the responsibility for oversight of the Garage, acting as the single point of contact between the City's Representative, and the Supplier. The Supplier will provide the City with contact information for a minimum of two (2) other local contacts that will be available for emergency and operational needs.
- Staff shall be attired in uniforms approved by the Supplier and the City's Representative at all times when the Garage is open to the general public. If a staff member of the Supplier, in the reasonable opinion of the City's Representative, fails to exhibit and conform to reasonable standards of courteousness, cleanliness and politeness which reflect favorably on the City, the supplier shall promptly counsel or discipline such employee or remove such employee from the Garage.

6. **FIDELITY BOND**

The supplier must provide a fidelity bond for all employees in the amount of five thousand dollars (\$5000) for each incident and the bond must be in a form acceptable to the City Attorney which will provided to the city prior to contract execution and each renewal thereafter.

7. **PARKING RATES**

The rates charged for parking will be determined and regulated solely by the City, with recommendations from the supplier. On an annual basis, the supplier will, provide an annual market survey of comparable area parking rates to the City, throughout the term of the Contract or upon request. The market survey will include any recommended rate changes prescribed by the supplier, which shall be subject to City approval, prior to implementation.

The supplier will collect parking revenue in accordance with the approved rates' structures and will provide temporary or portable signage and provide notice to customers of parking rates, and any changes that may occur to the rates' structure from time to time. Collection of revenue not in conformance with the approved rates' structure will constitute a breach of contract and may result in contract termination.

8. **CUSTOMER COMPLAINTS**

The supplier will implement a methodology for handling customer complaints, completing incident reports, and reporting the nature and reasonable disposition to the City. The Supplier will respond to customer complaints or comments within twenty-four (24) hours of receipt of such. The City will be provided a record of those complaints upon request.

9. **PARKING REVENUE**

All monies received by the Supplier on the City's behalf because of Supplier's management of the Garage must be deposited in the account established by the City or taken to the City Clerk's Office. The City will provide the Supplier with deposit slips.

Deposits must be made daily. Fees from the previous day must be deposited on the next business day following the collection. The Supplier must provide Cash Collection reports daily to the City Clerk's Office.

#### **10. FINANCIAL CONTROLS**

The Supplier must provide or follow the following financial controls:

- a. Develop an Accounting Management Reporting System within thirty (30) days of the effective date of this Agreement, which reporting system must be acceptable to the City's Finance Director.
- b. Provide its own change fund.
- c. Provide an electronic cash register.
- d. Record all revenue into an electronic cash register at its full value immediately upon receipt and issue a receipt upon conclusion of the transaction.
- e. Make manual receipts available that are preprinted with the "Everpark" logo and in numerical sequence to be used in the event electrical service is disrupted or a customer requires a more detailed receipt than is produced by the cash register.
- f. Immediately and restrictively endorse all checks received for deposit only to the "City of Everett" with the endorsement stamp provided by the City Finance Department.
- g. Reconcile the daily receipts using a worksheet provided and approved by the City's Finance Director. Written explanations must accompany any overages or shortages. The mode of payment totals from the cash register z-tape should match the total of each payment type in the deposit i.e., cash and checks. If the mode of payment totals does not match, the reason must be documented by the supplier supervisor. The supplier must organize preprinted parking stubs in numerical sequence and identify any missing or lost tickets. The supplier must forward daily to the Finance Department the completed worksheet along with a copy of the deposit slip, the cash register z-tape, a bank validation slip, and the day's organized parking ticket stubs.
- h. Make bank deposits on a daily basis into the City of Everett's operating account. Deposit slips, provided by the City of Everett Finance Department, will be prepared in duplicate. All receipts will be deposited intact. The City's Finance Department will record Garage revenue daily in the City's financial system.
- i. Prepare and distribute invoices for monthly parking customers. Invoices for monthly parking customers will be mailed on or before the 15th of each month.
- j. Submit monthly invoices to the Property Management Division of the City for its management fee on or before the first of each month for its services during the prior month.

#### **11. CITY OF EVERETT RIGHTS AND RESPONSIBILITIES**

The City of Everett will:

- a. Set parking rates, discounts, allowances, and hours of operation.
- b. Pay for all utilities except for telecommunication and refuse removal expenses.
- c. Provide Everett Police Department support as needed.

- d. Provide garage parking for three (3) DEA staff members plus any personnel directly engaged in operating the garage — locations provided at the City’s discretion.
- e. Provide use of the Everpark Garage office space for DEA operations staffing.
- f. Provide a Flammable Cabinet as City property to remain with the garage.
- g. Manage and fund any major capital improvements (such as painting, car deck resurfacing and light re-lamping and major emergency repairs).
- h. Retain the right to amend or modify financial control procedures as needed.
- i. Provide all maintenance and improvements such as:
  - 1. Re-lamp and replace broken glass;
  - 2. Paint signs and restrooms as and when the City believes necessary;
  - 3. Maintenance and repair of the Garage structure, elevator system, mechanical security doors, lighting, and support utilities. City owned equipment will be the responsibility of the City’s Facilities Department.
- j. Maintain the right during the term of the Agreement to modify the Garage on a temporary or permanent basis for any reason including, but not limited to the following:
  - 1. To repair one or more sections of the Garage;
  - 2. To revise the available supply of spaces by redesign, restriping, or otherwise;
  - 3. To revise the available supply of spaces for any purpose; and
  - 4. To make any necessary physical changes to the Garage.

The City retains its right to directly enter into agreements with third parties for the use of parking spaces in the Garage; provided however City will consult with the Supplier prior to entering into any third-party agreement. “Consult” means to confer and does not obligate the City to seek or obtain the Supplier’s approval or concurrence prior to the City’s entering into any third-party agreement.

**12. PARKING ACCESS AND REVENUE CONTROL SYSTEM**

City of Everett plans to implement an automated parking garage access and revenue system (PARCS). Once implemented, the Supplier will coordinate the maintenance and repair of equipment with City staff. The management of the daily operation of the automated system will be the responsibility of the Supplier.

If the City automates, the City and Supplier will agree on the date that the automated system is fully operational without additional staffing support. The agreed upon date of the fully functional system will be the date that the reduced Management Fee begins per Section 4B.

**13. SIGNAGE**

The supplier will clean, maintain, and repair all signs at the Garage, including parking rate signs, directional, wayfinding, and any other signage related to parking functions.

The supplier may recommend additional signage from time to time. Any additional signs will be requested through the City’s representative and will be procured by the City. Installation of signs on any wall areas must be approved in writing by the City

The Supplier will not physically alter the parking facilities, but may install necessary portable signs, directional markers, etc. Building walls, sidewalks and landscaped areas may not be altered without written permission of the City. Capital investments and other fixed improvements in excess of \$500 for an individual item will not be made without the prior written approval of the City. Work items will not be broken down in an effort to evade this threshold.

The Supplier will not allow advertising signs on the parking structure or inside except those specifically authorized by the City.

**EXHIBIT B**  
**PROPOSAL**

**STATE RETIREMENT SYSTEMS FORM**  
**ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM**

1. Does Service Provider have twenty-five (25) or more employees?  Yes  No  
IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.  
IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)?  Yes  No

3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)?  Yes  No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)?  Yes  No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)?  Yes  No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)?  Yes  No

**IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.**

Service Provider Name: Downtown Everett Association

Signature: Liz Stening Printed Name: Liz Stening Title: Executive Director

Project title: **City Council Briefing – Reboot for ReThink Zoning**

### City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

**Project:** ReThink Zoning

**Partner/Supplier :** N/A

**Location:** City-wide

**Preceding action:** Several previous City Council briefings on ReThink Zoning

**Fund:** N/A

**Agenda dates requested:**

*Dates requested for council action*

**Briefing** **May 27, 2020**

Proposed action

Consent

Action

Ordinance

Public hearing

No

**Budget amendment:**

No

**PowerPoint presentation:**

No

**Attachments:**

None

**Department(s) involved:**

Planning

**Contact person:**

Allan Giffen or David Stalheim

**Phone number:**

425 257-8731

**Email:**

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

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

**Initialed by:**

Department head

Administration

Council President

**Fiscal summary statement:** Staff have been working on ReThink Zoning for approximately 18 months.

**Project summary statement:** Prior to COVID, staff had anticipated completing the ReThink Zoning effort in 2020. With the inability to hold meetings for public outreach, and with departures of staff members working on Rethink, it appears that fully realizing that goal is not feasible. However, finishing up some of the work to consolidate zones and improve usability of the code is feasible.

Staff proposes to pause work on most changes affecting existing single-family zoned neighborhoods, including establishing new zones, adding more housing types (e.g.; duplex, townhouse), and changing how building height is measured. This work product could be put into a detailed draft for discussion and possible action at a later date.

Staff recommends making improvements in code formatting and some substantive changes to the code this year. Format changes would include reducing more than 30 existing land use zones to fewer than 15 zones, by consolidating the existing multi-family, commercial and industrial zones into fewer zoning classifications. This approach was successful in the Metro Everett planning process and would build on that work.

The proposed changes would create a Unified Development Code (UDC) by:

- Revising the Land Division code now in EMC Title 18
- Revising the Local Project Review Procedures now in EMC Title 15
- Moving SEPA ordinance into a chapter within the UDC
- Minor revisions to Historic Resources and moving into UDC
- A shorter, more generalized list of land uses in a single land use table
- More logical organization of topics within the UDC
- Simplifying existing design standards and applying them in all commercial, industrial and multi-family residential zones

With the consolidation of existing zones, it will be necessary to rezone the multi-family, commercial and industrial zones to apply the new zone designations. Staff also proposes to change some zoning designations to match current land use in areas where it is unlikely the land use will change in the future. In some of these areas, it will necessary to also amend the land use map of the Comprehensive Plan.

Staff will discuss the schedule at the briefing.

**Recommendation (exact action requested of Council):** No action is required. Staff requesting Council input.



**Project title:** An Ordinance creating a special improvement project entitled "Sewer "O" Utility Upgrades"  
Fund 336, Program 013.

**City Council Agenda Item Cover Sheet**

**Council Bill #**

CB2005-34

**Agenda dates requested:**

May 27, 2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes  No

**Budget amendment:**

Yes  No

**PowerPoint presentation:**

Yes  No

**Attachments:**

Proposed Ordinance, Map

**Department(s) involved:**

Public Works, Admin

**Contact person:**

Amie Roshak

**Phone number:**

425-257-7249

**Email:**

aroshak@everettwa.gov

**Consideration:** Plans & Systems Ordinance

**Project:** Sewer "O" Utility Upgrades

**Partner/Supplier:**

**Location:** South of Pacific Avenue, North of 41<sup>st</sup> Street

**Preceding action:** Call for Bids 3/11/20

**Fund:** 336

**Fiscal summary statement:**

The budget for this project is \$6,000,000 and the source of funds will be Fund 401 – Water and Sewer Utility Fund.

**Project summary statement:**

Sewer "O" Utility Upgrades project will replace and upsize existing sewers to address pipe condition and capacity issues. The existing sewer mains are over 100 years old. Existing drainage structures in the right-of way will be replaced and reconnected to the new main. Cast iron water mains installed in 1958 are prone to breaks and will be replaced on Colby Ave between 37th and 40th. Street illumination direct bury wiring and telemetry conduit will be replaced. Restoration will include trench patch, half width street pavement overlay of the east side of Colby Ave., ADA curb ramp upgrades at intersections and replacement of sidewalk on both sides of the street. Alleys will be repaved full width after trenches are backfilled.

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

Adopt an Ordinance creating a special improvement project entitled "Sewer "O" Utility Upgrades" Fund 336, Program 013.

**Initialed by:**

Department head

Administration

Council President



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

An ORDINANCE creating a special improvement project entitled "Sewer "O" Utility Upgrades" Fund 336, Program 013, to accumulate all costs for the improvement.

**WHEREAS,**

- A. The City of Everett is committed to a planned sewer infrastructure replacement program.
- B. The City of Everett had identified the need and obtained funds to construct certain sewer system replacements.

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

**Section 1.** A special improvement project is hereby established as Fund 336, Program 013, entitled "Sewer "O" Utility Upgrades" to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

**Section 2.** Authorization is hereby granted for the "Public Works Director" or "City Engineer" under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance

**Section 3.** The sum of \$6,000,000 is hereby appropriated to Fund 336, Program 013, "Sewer "O" Utility Upgrades" as follows:

A. Estimated Project Costs	\$6,000,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$6,000,000

**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.

**Section 7.** It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

\_\_\_\_\_  
Cassie Franklin, Mayor

ATTEST:

\_\_\_\_\_  
Sharon Fuller, City Clerk

PASSED: \_\_\_\_\_

VALID: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

