

## **SPECIAL MEETING: PLEASE NOTE CHANGE IN TIME**

YOU MAY CALL IN AT **12:00 P.M. PRIOR TO THE MEETING** TO PROVIDE PUBLIC COMMENT AT THE COUNCIL MEETINGS AT 1.425.616.3920,

**Conference ID: 492 726 198#**

WE ENCOURAGE YOU TO PROVIDE YOUR COMMENTS IN WRITING BEFORE THE MEETING AT [COUNCIL@EVERETTWA.GOV](mailto:COUNCIL@EVERETTWA.GOV).

YOU MAY CALL IN TO LISTEN TO THE COUNCIL MEETINGS AT

**1.425.616.3920, Conference ID: 724 887 726#**

### **EVERETT CITY COUNCIL PRELIMINARY AGENDA**

**12:30 P.M., WEDNESDAY, JUNE 10, 2020**

**CITY COUNCIL CHAMBERS**

Roll Call

Approval of Minutes: May 27, 2020

Mayor's Comments:

Council Comments/Liaison Reports - Resolution in response to the death of George Floyd, condemning racism, and supporting peaceful protests

Documents:

[Floyd Resolution.pdf](#)

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) Adopt Resolution authorizing claims against the City of Everett in the amount of \$3,360,370.23 for the period of May 23, 2020 through May 29, 2020.

Documents:

[res-25.pdf](#)

(3) Adopt Resolution authorizing payroll claims against the City of Everett in the amount of \$3,888,958.76 for the period ending May 23, 2020.

Documents:

[payroll-13.pdf](#)

(4) 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](#)

(5) Authorize the Mayor to sign the Affiliation Agreement with the University of Washington, School of Social Work for placement of student interns with the Everett Police Department Community Outreach and Enforcement teams.

Documents:

[EPD Intern.pdf](#)

(6) Authorize the Mayor to sign a Professional Services Agreement with Triangle Associates, Inc., to provide classroom presentations in the Everett Water Service Area for a maximum amount of \$150,600.

Documents:

[Triangle.pdf](#)

(7) Adopt Resolution declaring the "Pegasus" Bookmobile surplus and authorizing its long-term loan to the Everett History Museum.

Documents:

[Pegasus.pdf](#)

(8) Authorize the Mayor to sign the Interlocal Cooperative Purchasing Agreement with Skagit Transit.

Documents:

[Skagit Transit.pdf](#)

(9) Authorize the Mayor to sign the First Amendment to General Transfer Agreement

with the Port of Everett in substantially the form provided.

Documents:

[Transfer Port.pdf](#)

(10) Adopt Resolution authorizing applying for grant funding, designating authorized representative to act on behalf of City of Everett with respect to Grant Agreement managed by Washington State Recreation and Conservation Office for the Thornton Creek (Tributary to Silver Lake) Culvert Replacement Project.

Documents:

[Thornton-1.pdf](#)

PUBLIC HEARING:

(11) Adopt Resolution authorizing the declaration of certain city owned properties as surplus and authorizing the sale and disposition of those properties. (The Woods Creek property has been pulled from this Resolution).

Documents:

[Surplus-1.pdf](#)  
[Surplus.pdf](#)

ACTION ITEMS:

(12) CB 2006-38 – Adopt the Emergency Ordinance establishing Interim Regulations for Flood Damage Prevention, Repealing Section 3 of Ordinance No. 1847-92, as amended (EMC 19.04.030); Repealing Section 30 of Ordinance No. 1671-89, as amended (EMC Chapter 19.30); amending related Sections of Ordinance No. 1671-89, as amended; Declaring a Public Emergency to Exist; and Establishing an Expiration Date Consistent with RCW 36.70A.390.

Documents:

[CB 2006-38.pdf](#)

(13) THIS ITEM HAS BEEN PULLED - Award Bid for Sewer "O" Utility Upgrades Project to Interwest Construction, Inc., in the amount of \$4,234,567.89.

Documents:

[Interwest.pdf](#)

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

Documents:

[Everpark Garage-1.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.)

(15) Reboot for Rethink Zoning

Documents:

[Rethink Zone.pdf](#)

(16) 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 6-24-20).

Documents:

[CB 2005-35.pdf](#)

(17) CB 2006-36 –1st Reading – Adopt the Proposed Ordinance creating a Special Improvement Project entitled, “Grand Avenue Utilities Replacement” Fund 336, Program 014. (3rd and final Reading on 6-24-20).

Documents:

[CB 2006-36.pdf](#)

(18) CB 2006-37 –1st Reading – Adopt the Proposed Ordinance creating a Special Improvement Project entitled, “1-5 & US-2 Interchange Justification Report (IJR) Planning Study” Fund 303, Program 121. (3rd and final Reading on 6-24-20).

Documents:

[CB 2006-37.pdf](#)

#### PROPOSED ACTION ITEMS:

(19) 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 6-17-20).

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. \_\_\_\_\_**

**A RESOLUTION in response to the death of George Floyd, condemning racism, and supporting peaceful protests**

**WHEREAS,**

- A. On May 25, 2020, George Floyd was killed by police in Minneapolis, Minnesota.
- B. The death of George Floyd has triggered demonstrations across the country in support of racial justice.
- C. Every citizen’s right to assemble and protest is constitutionally protected.
- D. While most demonstrations have been peaceful, a small number of individuals have used the demonstrations to commit acts of vandalism or to advertise hate symbols.
- E. The City of Everett encourages the peaceful exercise of constitutionally protected rights, supports the cause of racial justice, and condemns hate, violence, and property destruction.

**NOW, THEREFORE, THE CITY COUNCIL AND MAYOR OF EVERETT RESOLVE THAT THE CITY:**

- 1. Mourns the death of George Floyd and joins the call for justice;
- 2. Supports those who wish to protest peacefully;
- 3. Condemns act of violence and damage to public and private property and acts or symbols of hate;
- 4. Commits to improving our systems and institutions to make them more just for everyone; and
- 5. Supports racial justice and equity and condemns all efforts inconsistent with these values.

Passed this 9<sup>th</sup> day of June, 2020.

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

\_\_\_\_\_  
Judy Touhy, Council President

\_\_\_\_\_  
Council member Paul Roberts

\_\_\_\_\_  
Council member Jeff Moore

\_\_\_\_\_  
Council member Scott D. Murphy

\_\_\_\_\_  
Council member Liz Vogeli

\_\_\_\_\_  
Council member Scott Bader

\_\_\_\_\_  
Council member Brenda Stonecipher



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



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 23, 2020 through May 29, 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	51,274.70	101	Parks & Recreation	5,007.34
003	Legal	113,000.00	110	Library	236.07
004	Administration	3,333.00	112	Community Theater	100.00
005	Municipal Court	1,209.65	120	Public Works-Streets	390.88
009	Misc Financial Funds	112,485.09	146	Property Management	6,911.91
021	Planning & Community Develop	1,975.60	153	Emergency Medical Services	6,692.20
024	Public Works-Engineering	16,502.77	156	Criminal Justice	9,383.13
026	Animal Shelter	330.49	198	Community Dev Block Grants	415,584.25
031	Police	21,088.54	303	PW Improvement Projects	29,495.14
032	Fire	1,435.57	336	Water & Sewer Sys Improv Proj	54,291.12
038	Facilities/Maintenance	12,097.50	401	Public Works-Utilities	2,397,914.98
	<b>TOTAL GENERAL FUND</b>	<b>\$ 334,732.91</b>	402	Solid Waste Utility	262.31
			425	Public Works-Transit	13,566.38
			430	Everpark Garage	563.09
			440	Golf	7,091.31
			501	MVD-Transportation Services	10,877.05
			503	Self-Insurance	3,461.50
			505	Computer Reserve	34,559.32
			508	Health Benefits Reserve	13,811.50
			637	Police Pension	6,927.23
			638	Fire Pension	6,780.61
			661	Claims	1,730.00
			<b>TOTAL CLAIMS</b>	<b>\$ 3,360,370.23</b>	

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

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

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



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

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

That the payroll of the employees of the City of Everett as of May 23, 2020, and checks issued May 29, 2020, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	11,732.96	2,285.47
003	Legal	63,506.59	12,736.14
004	Administration	46,862.96	9,614.72
005	Municipal Court	51,463.68	10,151.05
007	Personnel	44,516.41	9,118.60
010	Finance	75,017.00	15,410.68
015	Information Technology	69,660.40	14,321.66
018	Communications and Marketing	5,573.60	1,151.61
021	Planning & Community Dev	64,366.20	13,265.91
024	Public Works	186,568.43	32,698.64
026	Animal Shelter	37,538.36	7,340.57
031	Police	963,024.51	94,088.07
032	Fire	589,220.83	44,208.66
038	Facilities/Maintenance	59,963.04	11,616.01
101	Parks & Recreation	121,927.22	19,229.04
110	Library	60,194.31	12,403.99
112	Community Theatre	8,100.00	1,665.23
120	Street	38,327.22	7,916.56
153	Emergency Medical Services	254,776.48	17,875.29
197	CHIP	8,714.94	1,796.75
198	Community Dev Block	7,290.73	1,502.92
401	Utilities	661,119.49	133,454.68
425	Transit	360,807.36	69,108.06
440	Golf	22,837.56	4,718.24
501	Equip Rental	65,480.00	13,240.26
507	Telecommunications	10,368.48	2,140.73
		<u>\$3,888,958.76</u>	<u>\$563,059.54</u>

\_\_\_\_\_  
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, 28 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:** Affiliation Agreement with University of Washington, School of Social Work for placement of student intern(s)

### City Council Agenda Item Cover Sheet

**Council Bill #**

**Agenda dates requested:**

June 10, 2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes                      X    No

**Budget amendment:**

Yes                      X    No

**PowerPoint presentation:**

Yes                      X    No

**Attachments:**

Agreement

**Department(s) involved:**

Police, Legal

**Contact person:**

Mark St.Clair

**Phone number:**

425-257-8432

**Email:**

mstclair@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Project:** Agreement for student intern placement with EPD COET

**Partner/Supplier:** University of Washington

**Location:**

**Preceding action:**

**Fund:**

**Fiscal summary statement:**

None

**Project summary statement:**

The Everett Police Department's Community Outreach and Enforcement Team (COET) would like the opportunity to host student interns from the University of Washington's School of Social Work. This partnership would be mutually beneficial and afford a unique training opportunity for social work students while assisting COET members in providing essential client services. This agreement outlines the provisions required of both parties for participation and remains in effect until terminated.

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

Authorize the Mayor to sign the Affiliation Agreement with the University of Washington, School of Social Work for placement of student interns with the Everett Police Department Community Outreach and Enforcement Team.

## AFFILIATION AGREEMENT

This Agreement is entered into between the University of Washington, School of Social Work in Seattle and Tacoma (“School”), and City of Everett – Everett Police Department Community Outreach & Enforcement team (“Training Site”).

The School and the Training Site share common goals for educating social work professionals, client care and service to the community. The School has established educational programs for the training of social work students (“students”) and needs the cooperation of other institutions for the training of students. The Training Site has suitable facilities for training and is willing to allow its facilities to be used by students of the School.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, UW AND TRAINING SITE AGREE AS FOLLOWS:

### General Provisions

1. The School and Training Site agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, the School shall confer with the Training Site about the number and types of students it might accept for placement, the nature of the Training Site’s learning experience, and its expectations of students in meeting the Training Site’s needs. As part of this consultation, the School will make available to Training Site current copies of its Practicum Manuals for the Bachelor of Arts Degree in Social Welfare and the Master of Social Work Program. The School may formalize the operational details of the education program in writing. These details include, but are not limited to, the following:

- Beginning dates and length of experience;
- Number of students eligible to participate in the training;
- Specific days, hours, and locations for the training;
- Specific allocation of responsibilities for the Practicum Faculty training supervisors, and Preceptors, if any, referred to in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

2. Any such letters will be considered attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified following further written agreement between the parties. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order: (1) this Agreement; (2) attachments to this Agreement in reverse chronological order.

3. The School and Training Site will jointly plan the training program and jointly evaluate students. School will have the final responsibility for grading students.

4. The School and Training Site will instruct their respective employees and students participating in the training to maintain confidentiality of student and client information as required by law and by the policies and procedures of the School and the Training Site.

5. There will be no unlawful discrimination against any Student covered under this Agreement because of race, creed, color, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran, gender identity or expression, sex, or sexual orientation. The School and Training site will maintain policies prohibiting discrimination, sexual harassment and workplace violence in conformity with state and federal law. Training Site will immediately report prohibited conduct involving School's students to the School's Field Faculty and Training Site will take all necessary steps to end such behavior.

### **School's Responsibilities**

6. The School will assign only students who, in the opinion of the School, have the required academic background and basic skills to be trained in the Training Site.

7. The School will provide the Training Site with appropriate information about each student's background and professional interests.

8. The School will designate a Field Faculty(s) to the Training Site.

9. The Field Faculty will assist, if necessary, in the development of a learning contract and review the progress of student learning with the supervisor(s) at the Training Site ("Practicum Instructor"). A learning contract outlines the School's required learning goals for the practicum courses, and the activities the student is required to complete to meet those goals. It is signed by the student and the Training Site's Practicum Instructor(s), and reviewed and approved by the Field Faculty.

10. The School will provide the Training Site's Practicum Instructor with access to instructional materials, including orientation and training, as appropriate.

11. School will request a national criminal background check through a third party vendor upon students' admission to School. Training Site understands and agrees that any information forwarded to it by School has been procured through this process. School does not certify the veracity of the records provided, and the provision of this background check does not relieve Training Site of its legal obligations.

12. School will ensure completion of all recommended immunizations and tuberculosis screening in accordance with CDC guidelines for health care personnel, upon program entry and again each time standards are changed or updated. School will provide documentation regarding students' compliance status (i.e. current status and expiration date) to Training Site upon request.

### **Training Site's Responsibilities**

13. The Training Site will designate, with the School's concurrence, one or more qualified staff members who will serve as Practicum Instructors to direct and supervise student learning.

Practicum Instructors will confer with the School's Field Faculty about individual student progress.

14. The Training Site shall make its facilities available to be used for educational purposes and shall supervise students.

15. The Training Site will allocate reasonable time to the Practicum Instructors to carry out their educational responsibilities, including attending training for practicum instruction, development of student learning contracts, regular supervision, and evaluation of students.

16. The Training Site shall provide students access to available information or sources of information that will further their education while they are assigned to the Training Site.

17. The Training Site may immediately limit or withdraw the use of its facilities by an individual student if that particular student endangers any client. Training Site agrees to immediately notify School of the reasons for withdrawal, in writing if requested, and to use reasonable efforts to reach agreement with School on terms under which Training Site would permit use of its facilities by that student under this Agreement to resume.

18. The number of hours spent by the student at the Training Site is determined by University credit requirements, but the specific scheduling of the hours is negotiable between the student and the Training Site, subject to approval of the School's Field Faculty. The Training Site will provide feedback and participate with School expectations regarding evaluations of students.

19. The School will require each student referred to the Training Site to complete a training in universal precautions and transmissions of blood borne pathogens. Training Site will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

20. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the practicum program at Training Site, Training Site agrees to provide the following services:

- Provide or, at the option of the student, assist with seeking emergency medical care, at the student's expense;
- Provide HIV counseling and appropriate testing, at the student's expense; and
- Cooperate in the identification of and documentation for the source individual.

The source patient's HBV, HCV and HIV status will be determined by Training Site in the usual manner to the extent possible.

### **Liability Coverage Provisions**

21. Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, agents, or students in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement, other than students as provided in this section.

22. School will defend, indemnify and hold Training Site harmless from any loss, claim or damage arising from the negligent acts and omissions of School and School's regents, employees, officers, agents, and students for activities under this Agreement. School maintains a professional liability coverage program under the authority of RCW 28B.20.250, .253, and .255. Through that authority, School provides professional liability coverage with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate for its regents, employees, officers, agents, and students in the performance of this Agreement.

23. Training Site will defend, indemnify and hold School harmless from any loss, claim or damage arising from the negligent acts and omissions of Training Site and Training Site's employees, officers, and agents. Training Site will maintain at its own expense commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate (or an equivalent program of self-insurance). If students at the Training Site will be involved in patient care, therapy, counseling, case management, or direct service social work, then Training Site will also maintain professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate (or an equivalent program of self-insurance).

24. If Training Site is a State of Washington agency, Training Site's obligations for insurance will be covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92). Claims against Training Site and its employees and officers will be paid from the Tort Claims liability account as provided in RCW 4.92.

25. Upon request, both parties will provide proof of coverage upon execution of this Agreement. School and Training Site agree to notify each other in the case of material modification or cancellation of coverage, and to provide subsequent proof of coverage thereafter.

### **Relationship of the School and the Training Site**

26. It is expressly agreed that this Agreement is not intended to create the relationship of agent, servant, employee, partnership, joint venture or association between the School and the Training Site but is rather an Agreement by and between independent organizations. School students shall not be considered employees of the Training Site.

### **Confidentiality Provisions**

27. School shall direct its students to comply with the policies and procedures of Training Site, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. School voluntarily provides its students with training on the requirements of the Health Insurance Portability and Accountability Act (HIPAA). Training Site agrees to provide information on Training Site's specific policies and procedures governing use and disclosure of protected health information. Solely for the purpose of defining the students' role in relation to the use and disclosure of Training Site's protected health information, the students are defined as members of the Training Site's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant

to this Agreement. However, the students are not and shall not be considered to be employees of the Training Site.

### **Client Billing and Records**

28. The Training Site retains full responsibility for client services and for establishing standards for the quality of services rendered by students. The Training Site shall maintain the right to bill and receive payment for services performed at the Training Site. The Training Site accepts full and complete responsibility for and agrees to defend, indemnify, and hold School and School's regents, officers, employees, agents, and students harmless from any loss, claim, or damage arising from any errors or omissions, intentional or unintentional, committed by the Training Site in its billing practices under this provision.

29. The School acknowledges that client records are the property of the Training Site and will remain and be maintained at the Training Site at all times.

### **Miscellaneous Provisions**

30. Worker's Compensation. Students assigned to Training Site will be and will remain students of School, and will not be considered employees of Training Site. Training Site does not and will not assume any liability under any law relating to Worker's Compensation on account of any student's performing duties, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services.

### **Term.**

31. Term. This Agreement is effective May 2020 and shall continue until terminated. This Agreement will be reviewed at the request of either party. Either party may terminate this Agreement upon 90 days written notice. However, in the event of termination, it shall not become effective for students already participating at Training Site until they have completed their current placements.

32. Governing Law. The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington.

33. Notices. All notices, demands, requests, or other communications will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

To School:  
Office of Field Education  
School of Social Work  
University of Washington, Mail Stop 354900  
4101 15<sup>th</sup> Ave. N.E.  
Seattle, WA 98105

To Training Site:

City of Everett – Everett Police Department Community Outreach & Enforcement team  
2930 Wetmore Ave  
Everett, WA 98201

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three days after deposit in the U.S. Mail, postage prepaid; or upon confirmation of successful facsimile transmission.

34. Survival. The School and Training Site expressly agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement.

35. Severability. If any provision of this Agreement is held to be wholly or partially invalid or unenforceable under applicable law, that provision will be ineffective to that extent only, without in any way affecting the remaining provisions of the Agreement.

36. Waiver. Neither the waiver by any of the parties of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights, or privileges hereunder.

37. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for in this Agreement.

38. Amendment. This Agreement may only be modified by subsequent written agreement or letter executed by the parties.

39. FERPA. The Parties acknowledge that certain information about students is contained in records maintained by School and that this information is confidential by reason of School policy and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. Section 1232(g) and applicable state law. In the event that Training Site has access to a student's records, Training Site shall keep confidential and shall not disclose any student records unless disclosure is (i) authorized by the School or student in writing; (ii) required by law or a court of competent jurisdiction; or (iii) permitted by this Agreement.

40. Third-Party Rights. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party.

41. Execution and Approval. The parties warrant that the officers/individuals signing below have been duly authorized to act for and on behalf of the Party for the purpose of executing this

Agreement. The parties may also include the signatures of individuals who are responsible for the education program.

**UNIVERSITY OF WASHINGTON  
SCHOOL OF SOCIAL WORK**

\_\_\_\_\_  
Associate Dean for Academic Affairs, School of Social Work

\_\_\_\_\_  
Date

\_\_\_\_\_  
Interim Director, University of Washington Tacoma  
School of Social Work & Criminal Justice

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director, Health Sciences Administration

\_\_\_\_\_  
Date

**TRAINING AGENCY : City of Everett**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Email Address (please print)*



**Project title:** Professional Services Agreement (PSA) with Triangle Associates, Inc.

### City Council Agenda Item Cover Sheet

**Council Bill #**

**Project:** PSA – Triangle Associates, Inc.

**Partner/Supplier :** Triangle Associates, Inc.

**Location:** Everett Water Service Area

**Preceding action:** PSA 6/4/19

**Fund:** UT 2908-410, Fund 401

**Agenda dates requested:**  
**June 10 2020**

Briefing  
Proposed action  
Consent  
Action  
Ordinance  
Public hearing  
 Yes  No

**Fiscal summary statement:**  
\$150,600 for 2020-2021 SY

**Budget amendment:**  
 Yes  No

**PowerPoint presentation:**  
 Yes  No

**Project summary statement:**

**Attachments:**  
PSA  
Exhibit A  
Certificate of Liability Insur.

The City operates a school education program to educate students on water conservation, surface/storm water management and issues related to wastewater treatment. The purpose of the program is to satisfy regulatory educational requirements set by the Washington State Dept. of Health’s Water Use Efficiency Rule, the Department of Ecology’s National Pollutant Discharge Elimination System Phase II Storm Water Permit, and wastewater treatment regulations.

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

Under the terms of the PSA, Triangle Associates, Inc., will market, schedule and conduct approximately 710 workshops during the 2020 – 2021 school year, reaching more than 17,000 students in the Everett water service area. These are customized workshops, which the city has collaboratively developed with Triangle to meet regulatory requirements, State of Washington Essential Academic Learning Requirements (EARL’s) and is the cornerstone of the City Water Comp Plan’s water conservation program.

**Contact person:**  
Apryl Hynes

Staff will monitor participation levels to gauge program effectiveness as well as teacher evaluations of the workshops, which Triangle will collect and tabulate.

**Phone number:**  
425-257-8992

**Email:**  
ahynes@everettwa.gov

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

**Initialed by:**

Authorize the Mayor to sign a Professional Services Agreement with Triangle Associates, Inc., to provide classroom presentations in the Everett Water Service Area for a maximum amount of \$150,600

Department head

Administration

Council President



**CITY OF EVERETT  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 Triangle Associates, Inc., whose address 811 First Avenue, Suite 255, Seattle WA 98104, hereinafter referred to as the "Service Provider."

**WHEREAS**, the City desires to engage Service Provider to market, schedule and deliver classroom presentations that teach elementary, middle and high school students about water conservation in the Everett water service area and that teach elementary, middle and high school students about wastewater, water quality and surface water/watershed protection in Everett and the Everett School District for the City of Everett; and

**WHEREAS**, 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.** In a competent and professional manner, Service Provider shall provide the following services (hereafter referred to as "Work"): The Service Provider will distribute the City's printed classroom materials, and provide qualified classroom instructors, most program supplies, marketing and administrative support needed to develop, market, schedule and administer this program to public and private schools located in the Everett water service area. The program details are provided in the attached Scope of Work. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work between the City and Service Provider. If Service Provider's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider.
2. **Intellectual Property Rights.** Unless otherwise expressly agreed in writing, all intellectual property rights in works created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in works created by Service Provider prior to engagement, or not for its performance of this Agreement. Service Provider expressly represents and warrants that the Work shall be original and shall not infringe on another's copyright, or rights in trade or service marks. Service Provider agrees to defend and indemnify City from any and all claims and damages arising out of this Agreement or the Work created hereunder.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by June 30, 2021.
4. **Compensation.**
  - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment, and incidentals necessary to complete the Work.

B. Service Provider shall be paid such amounts and in such manner as follows: Upon completion of implementation each month, Service Provider will bill City of Everett for work completed that month, as agreed up in attached Exhibit A Scope of Work. Service Provider will submit a presentation schedule listing the locations and dates of the completed presentations. The bill will be submitted utilizing the term "Payment Due Upon Receipt".

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses approved for reimbursement by the City. If approval for reimbursement is not obtained from the City prior to Service Provider's incurring the expense, Service Provider acknowledges that the City retains the option not to reimburse Service Provider. Eligible expenses shall not exceed -\$6,890-.

D. Total compensation, including all services and expenses, shall not exceed a maximum of \$150,600.

E. If Service Provider fails or refuses to accept direction or carry out the reasonable directions of the City in performance of its work, the City may, in addition to any other remedy, 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. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, mail, delivery or other method reasonably calculated to be received by Service Provider 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 material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The City does not by this Section 7 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 Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits. The City shall not pay Service Provider for any expenses incurred or work done following the effective date of termination unless authorized in writing by the City before the expenses are incurred or the work is done.

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

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

8. **Indemnification.**

A. Service Provider will defend and indemnify the City from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by Service Provider relating to, or arising out of its performance of, this Agreement. Service Provider will defend and indemnify the City whether a Claim is asserted directly against the City, or whether a Claim 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 amount of insurance obtained by, obtainable by, or required of Service Provider does not in any way limit Service Provider's duty to defend and indemnify the City. The City retains the right to approve Claims investigation and counsel assigned to said Claim and all investigation and legal work regarding said Claim shall be performed under a fiduciary relationship to the City.

B. The Service Provider's obligations under this Section 8 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 8 shall apply only to the extent allowed by RCW 4.24.115.

C. Solely and expressly for the purpose of its duties to indemnify and defend the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. 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.

D. As used in this Section 8: (1) "City" includes the City, the City's officers, employees, agents, and representatives; (2) "Claims" include all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, whether threatened, asserted or filed against the City, whether such Claims sound in tort, contract, or any other legal theory, whether such Claims have been reduced to judgment or arbitration award, irrespective of the type of relief sought or demanded (such as money or injunctive relief), and irrespective of the type of damage alleged (such as bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages); and (3) "Service Provider" includes Service Provider, its employees, agents, representatives and subcontractors. If, and to the extent, Service Provider employs or engages subcontractors, then Service Provider shall ensure that each such subcontractor (and subsequent tiers of subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section 8.

9. **Insurance.** Service Provider shall procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, automobile liability insurance on all vehicles used by Service Provider in the performance of its duties under this Agreement. Proof of such insurance shall be provided to the City prior to performing any services hereunder. A statement certifying that no vehicle will be used in fulfilling this Agreement may be substituted for this insurance requirement.

10. **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 10. 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 10, 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 Service Provider, while engaged in the performance of any Work, shall be considered employees of Service Provider only and not of the City, and 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 in any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work, shall be the sole obligation and responsibility of Service Provider.

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 Service Provider and as to all duties, activities and requirements by 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.

11. **Employment.** Service Provider warrants that it had not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for 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.

12. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's books, records and documents with respect to all matters covered by this Agreement and, furthermore, 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.

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

14. **State of Washington Requirements.** Service Provider shall 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.

15. **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.

16. **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 16.

17. **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.

18. **Waiver.** Any waiver by 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.

19. **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.

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. **Modification of Agreement.** This Agreement may be modified as provided in paragraph 6, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and Service Provider.

22. **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, the remainder of the Agreement shall remain in full force and effect.

23. **Notices.**

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

City of Everett  
Attn.: Apryl Hynes  
3200 Cedar Street  
Everett, WA 98201

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

Service Provider  
Attn.: Sara Gersten-Rothenberg  
811 First Avenue, Suite 255  
Seattle, WA 98104

24. **Venue.** It is agreed that venue for any lawsuit arising out of this Agreement shall be Snohomish County.

25. **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.

26. **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.

**SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity.**

**CITY OF EVERETT,  
WASHINGTON**

\_\_\_\_\_

Cassie Franklin, Mayor

\_\_\_\_\_

Date

*Corporation*

Triangle Associates, Inc.  
[Service Provider's Complete Legal Name]

By: Sara Gersten-Rothenberg  
Typed/Printed Name: Sara Gersten-Rothenberg  
Its: Co-President  
Date: 05/12/2020

ATTEST:

\_\_\_\_\_

Sharon Fuller, City Clerk

\_\_\_\_\_

Date

*Partnership  
(general)*

\_\_\_\_\_

[Service Provider's Complete Legal Name]  
a Washington general partnership

By: \_\_\_\_\_  
Typed/Printed Name: \_\_\_\_\_  
General Partner  
Date: \_\_\_\_\_

**STANDARD  
AGREEMENT  
APPROVED AS TO  
FORM  
DAVID C. HALL  
CITY ATTORNEY**

*Partnership  
(limited)*

\_\_\_\_\_

[Service Provider's Complete Legal Name]  
a Washington limited partnership

By: \_\_\_\_\_  
Typed/Printed Name: \_\_\_\_\_  
General Partner  
Date: \_\_\_\_\_

*Sole  
Proprietorship*

\_\_\_\_\_

Typed/Printed Name:

\_\_\_\_\_

Sole Proprietor:

\_\_\_\_\_

Date: \_\_\_\_\_

*Limited  
Liability  
Company*

\_\_\_\_\_

[Service Provider's Complete Legal Name]  
a Washington limited liability company

By: \_\_\_\_\_  
Typed/Printed Name: \_\_\_\_\_  
Managing Member  
Date: \_\_\_\_\_

**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

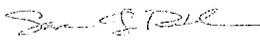
Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)?  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: Triangle Associates, Inc.

Signature:  Printed Name: Sara Gersten-Rothenberg Title: Co-President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Group Northwest PO Box 65770  University Place WA 98464	CONTACT NAME: CLC3	FAX (A/C, No): (866) 728-9168	
	PHONE (A/C, No, Ext): (800) 726-8771	E-MAIL ADDRESS: Broker	
INSURED Triangle Associates Inc 811 First Ave #255  Seattle WA 98104	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Fire & Casualty Company		24066
	INSURER B: Ohio Security Insurance Company		24082
	INSURER C: Underwriters at Lloyds of London		15792
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**

CERTIFICATE NUMBER: 19/20 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	Y	BKA55302282	10/23/2019	10/23/2020	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
							MED EXP (Any one person) \$ 15,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 3,000,000	
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COM/OP/AGG \$ 3,000,000	
OTHER:								
B	AUTOMOBILE LIABILITY			BAS55302282	10/23/2019	10/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS							PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR							EACH OCCURRENCE \$	
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							AGGREGATE \$	
DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WA Stop Gap BKA55302282	10/23/2019	10/23/2020	PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
C	Professional Liability			MPL103380519	7/13/2019	7/13/2020	Per Claim/Deductible 1,000,000/5,000	
	Sexual Abuse/Molestation			MPL103380519	7/13/2019	7/13/2020	Aggregate 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Everett is named additional insured with respect to General Liability on a Primary Non-Contributory basis including Waiver of Subrogation per form CG8810 04.13, Completed Operations per form CG8583 04.13

**CERTIFICATE HOLDER**

City of Everett  
Attn: April Hynes  
3200 Cedar St  
Everett, WA 98201

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PJ zcGilmer/PJGILM

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

#### A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

#### B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:

- (a) Less than 52 feet long; and
- (b) Not being used to carry persons or property for a charge.

#### C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

#### D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
  - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

**9.a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

#### **E. MEDICAL PAYMENTS EXTENSION**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

**(b)** The expenses are incurred and reported within three years of the date of the accident; and

#### **F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

#### **G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT**

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
  - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
  - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

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2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.
- d. "Bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. **ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. **WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE  
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

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advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

#### **K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

#### **L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

#### **M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

#### **N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

#### **O. BODILY INJURY REDEFINED**

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

**P. EXTENDED PROPERTY DAMAGE**

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV - Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED  
CONTRACTORS - PRODUCTS/COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Paragraph 2. under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract or written agreement. Such person or organization is an additional insured but only with respect to liability for "bodily injury" or "property damage":
1. Caused by "your work" performed for that additional insured that is the subject of the written contract or written agreement; and
  2. Included in the "products-completed operations hazard".

However:

- a) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

- B. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

1. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
2. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
  - a. The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; and
  - b. Supervisory, inspection, architectural or engineering activities.

- C. With respect to the insurance afforded by this endorsement, exclusion **I. Damage To Your Work** of Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

**I. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section II - Limits of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declaration.

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declaration.

- E. With respect to the insurance afforded by this endorsement, **Section IV - Commercial General Liability Conditions** is amended as follows:

1. The following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claims Or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. Paragraph **4. of Section IV - Commercial General Liability Conditions** is amended as follows:

- a. The following is added to Paragraph **a. Primary Insurance**:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

- b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

**Exhibit A**  
**2020-2021 Scope of Work and Budgets**

Triangle Associates, Inc. (Triangle) will schedule and present classroom workshops to elementary, middle, and high school students to support the City's regional water conservation program and local surface water/watershed protection and wastewater program. Additionally, Triangle will update and revise lessons and program materials, market programs to teachers and principals, and collect and summarize teacher evaluations of the programs.

<b>TASK 1- WATER CONSERVATION</b> <b>Presentations, Scheduling, Revisions and Evaluation</b>	<b>\$122,220</b>
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Triangle shall implement the City's water conservation programs in elementary, middle and high school classrooms throughout the Everett Water Service Area. These presentations are designed to teach age appropriate methods of water conservation. This includes marketing, scheduling, presenting, materials revisions and upkeep, evaluation and program coordination.

**Deliverables:**

**Task 1.1 Water Conservation Presentations: \$97,375**

- Present up to 590 classroom programs
- Send confirmation emails to teachers, approximately one week in advance of all presentations
- Draft recap emails after each day of presentations, including documentation of student numbers and giveaways
- Coordinate and train presenters
- Communicate with City program manager as needed via email, phone or in person

**Task 1.2 Water Conservation Revisions, Materials and Expenses: \$10,680 (\$5,260 expenses)**

- Minor updates to all workshop scripts, as needed
- Coordinate with City staff to obtain, sort and distribute student hand-outs
- Maintain all hands-on classroom materials including refurbishing and purchasing new materials, as needed
- Track mileage, at current IRS rate, for all school travel

**Task 1.3 Water Conservation Scheduling, Tracking and Evaluation: \$14,165**

- Update school and teacher database contact lists and marketing emails
- Send outreach to all eligible teachers and communicate with teachers regarding registration and scheduling needs
- Update online scheduling platform and coordinate with presenter team
- Internal database tracking of all teacher and student contacts
- Submit progress reports to City monthly
- Administer evaluation process, including printing, distributing and collecting evaluations, and final reporting (the City is responsible for evaluative data entry)

<b>TASK 2- SURFACE WATER/WATERSHED PROTECTION</b> <b>Presentations, Scheduling, Revisions and Evaluation</b>	<b>\$19,300.00</b>
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Triangle shall deliver surface water/watershed protection presentations in elementary, middle and high school classrooms in Everett and the Everett School District. These presentations are designed to provide a basic understanding of surface water and stormwater, watersheds, and watershed protection.

This includes marketing, scheduling, presenting, materials revisions and upkeep, evaluation and program coordination.

**Deliverables:**

**Task 2.1 Surface Water Presentations: \$13,785.00**

- Present up to 80 classroom programs
- Send confirmation emails to teachers, approximately one week in advance of all presentations
- Draft recap emails after each day of presentations, including documentation of student numbers and giveaways
- Coordinate and train presenters
- Communicate with City program manager as needed via email, phone or in person

**Task 2.2 Surface Water Revisions, Materials and Expenses: \$2,950 (\$1,005 materials)**

- Minor updates to all workshop scripts, as needed
- Coordinate with City staff to obtain, sort and distribute student materials
- Maintain all hands-on classroom materials including refurbishing and purchasing new materials, as needed
- Track mileage, at current IRS rate, for all school travel

**Task 2.3 Surface Water Scheduling, Tracking and Evaluation: \$2,565**

- Update school and teacher database contact lists and marketing emails
- Send outreach to all eligible teachers and communicating with teachers regarding registration and scheduling needs
- Update online scheduling platform and coordinate with presenter team
- Send confirmation emails, approximately one week in advance of all presentations
- Database tracking of all teacher and student contacts and submit progress reports to City monthly
- Administer evaluation process, including printing, distributing and collecting evaluations, and final reporting (the City is responsible for evaluative data entry)

<b>TASK 3- WASTE WATER/ WATER QUALITY PROTECTION Presentations and Revisions</b>	<b>\$9,100</b>
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Triangle shall implement the City's wastewater/water quality protection presentations in middle and high school classrooms in Everett and the Everett School District. These presentations are designed to provide a basic understanding of the wastewater treatment process and how wastewater impacts water quality. This includes, presenting, materials revisions and upkeep, and program coordination.

**Deliverables:**

**Task 3.1 Wastewater Presentations: \$7,100.00**

- Present up to 40 classroom programs
- Send confirmation emails to teachers, approximately one week in advance of all presentations
- Draft recap emails after each day of presentations, including documentation of student numbers and giveaways
- Coordinate and train presenters
- Communicate with City program manager as needed via email, phone or in person

**Task 3.2 Wastewater Revisions, Materials and Expenses: \$2,000 (\$625 expenses)**

- Coordinate with City staff to obtain, sort and distribute student materials
- Minor updates to all workshop scripts, as needed

- Maintain all hands-on classroom materials including refurbishing and purchasing new materials, as needed
- Track mileage, at current IRS rate, for all school travel

**Total Program Budget 2020-2021: \$150,600**

Assumptions:

- *Expenses are based on predicted program scheduling and needs. Approved program expenses that exceed the amounts in tasks above will be the responsibility of the City.*
  - *The City reserves the right to transfer funds between categories based on actual program scheduling and needs.*
  - *This Scope of Work does not represent any other contract-whether expressed or implied-between Triangle Associates, Inc. and Everett Public Works. Upon completion of implementation each month, Triangle will bill Everett Public Works for work completed that month. The bill will be submitted utilizing the term "Payment Due Upon Receipt."*
-



**Project title:** Resolution declaring "Pegasus" Bookmobile surplus and authorizing its long-term loan to the Everett History Museum

### City Council Agenda Item Cover Sheet

**Council Bill #** *interoffice use*

**Consideration:** Adopt Resolution

**Project:** Long-Term Loan of Bookmobile to Everett History Museum

**Partner/Supplier :** Everett History Museum

**Location:** Everett History Museum

**Preceding action:** None

**Fund:** None

**Agenda dates requested:**

Briefing  
Proposed action  
Consent  
Action  
Ordinance  
Public hearing  
Yes            x    No

**Fiscal summary statement:**

*None*

**Budget amendment:**

Yes            x    No

**Project summary statement:**

Pegasus the Bookmobile, a Model AA Ford, served the Library for 20 years. After ending its service in 1950, the Pegasus was sold at auction and saw various uses around Snohomish County over the years. It was re-discovered in 1992, when the Rotary Club of Everett purchased it and a new set of tires. Volunteers and donors restored Pegasus and donated it to the City, with the intent that Pegasus be available for future generations.

**PowerPoint presentation:**

Yes            x    No

The purchasing manager reports that the value of Bookmobile is approximately \$30,000-\$40,000 based on an appraisal completed by the Everett History Museum. This value was created by the contributions of the volunteers and donors, not City funds.

**Attachments:**

**Department(s) involved:**

Purchasing, Library

Maintenance and storage of Pegasus is a drain on City resources. There is concern that Pegasus may begin to deteriorate. However, the Everett History Museum has agreed to display indoors and maintain Pegasus. This is a win-win as it both relieves the City of expenses and honors the intent of those who donated Pegasus.

**Contact person:**

Theresa Bauccio-Teschlog;  
Abigail Cooley

The attached resolution declares Pegasus surplus and authorizes a 20-year loan to the Museum. The City will retain title for Pegasus. The resolution includes a loan agreement, which requires the Museum to maintain Pegasus in the same manner as the rest of the Museum. The agreement gives the City the option to require return of Pegasus to the City if the Museum breaches the loan agreement, Pegasus is not displayed, or the Museum closes.

**Phone number:**

425.257.8901 (TBT)  
425.257.8022 (AC)

**Email:**

TBauccio@everettwa.gov  
ACooley@everettwa.gov

**Initialed by:**

Department head

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

Adopt resolution declaring "Pegasus" Bookmobile surplus and authorizing its long-term loan to the Everett History Museum

Administration

Council President



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

**A RESOLUTION declaring the Pegasus the Bookmobile surplus and authorizing its long-term loan to the Everett History Museum**

**Whereas,**

- A. For 90 years the bookmobile was an important tool used by the Everett Public Library to deliver a wide range of services. This vital work began with a Model T Ford in 1924 – a time of economic uncertainty within the region. The first Everett Public Library bookmobile was named Pegasus. Local historians believe that the name was a reference to Christopher Morley’s book Parnassus on Wheels, which included a mobile bookstore.
- B. Pegasus was later upgraded to a Model AA Ford, which served the Library faithfully for 20 years. After ending its service in 1950, the second Pegasus model was sold at auction and saw various uses around Snohomish County over the years. She was re-discovered in 1992, when Rotary Club of Everett purchased her and a new set of tires.
- C. A years-long restoration process ensued, involving the generous donation of funds, labor, and mechanical skill of many members of Everett’s community. Eventually ‘Peggy’ was able to ride again, and became a fixture in local parades.
- D. The City holds title to Pegasus the Bookmobile. However, the City recognizes that Peggy was donated to the City with the intent that the Bookmobile be available for future generations. Accordingly, the City, at least informally, views its role with respect to the Bookmobile as more akin to a trustee than an outright owner.
- E. The monetary value of Bookmobile has been estimated at \$30,000-\$40,000. This value was created by volunteer labor and donations, not by City funds.
- F. The City does not have the resources to continue to store and maintain the Bookmobile. Because of this, the work of volunteers and donors may be jeopardized.
- G. Keeping in mind the intent of those who donated the Bookmobile and the drain on City resources that the Bookmobile has become, the City has determined to loan the bookmobile to Everett History Museum. The loan agreement is attached to this

resolution. The length of loan is 20 years, but the City may require return of the Bookmobile under certain conditions specified in the agreement. Under the provisions of the loan, the Museum will display and maintain the Bookmobile for the Everett community.

- H. Chapter 3.88 of the Everett Municipal Code (EMC) establishes a procedure and methods for surplus or disposition of City-owned personal property. Because the Bookmobile was donated to the City, it is not completely clear that Chapter 3.88 EMC directly applies. However, the City will nevertheless apply Chapter 3.88 EMC as a vehicle for approving the loan agreement.
- I. Based on the guidelines set forth in EMC 3.88.020, loan of the Bookmobile to the Museum is the disposition method that best meets the City's interests and follows the intent of the Bookmobile donors and volunteers, all of which is in accordance with the general welfare of the citizens of the City.
- J. The City's purchasing manager has reported the basis for the estimated value of the Bookmobile and has recommended to surplus the Bookmobile by long-term loan to the Museum.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

- 1. The Bookmobile no longer of value or use to the City.
- 2. The long-term loan of the Bookmobile to the Everett History Museum by loan agreement substantially in the form attached to this resolution is hereby authorized.

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

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

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

## BOOKMOBILE LOAN AGREEMENT

This Agreement is by and between the City of Everett, a municipal corporation of the State of Washington ("**City**") and the Everett Museum of History ("**Museum**"). This Agreement is dated for reference purposes August 1, 2020.

### RECITALS

A. In 1924, the Everett Public Library invested in a Model T Ford truck modified to serve as a "book wagon." It was the first "bookmobile" in Washington State, and it was given the name "Pegasus." Local historians believe that the name was a reference to Christopher Morley's book *Parnassus on Wheels*, which included a mobile bookstore.

B. The bookmobile was later upgraded to a Model AA Ford, which served the Library faithfully for 20 years. After ending its service in 1950, the bookmobile was sold at auction and saw various uses around Snohomish County.

C. The bookmobile was re-discovered in 1992. A years-long restoration process ensued, involving the generous donation of funds, labor, and mechanical skill of many members of Everett's community. Eventually, the bookmobile was able to ride again, and became a fixture in local parades.

D. In this Agreement, the restored Model AA bookmobile is referred to as "**Pegasus.**" The City does not have the budget to display Pegasus. However, the City wants Pegasus to remain part of the Everett Community for future generations to enjoy. The Museum desires to add Pegasus to its museum collection and to display Pegasus. Accordingly, the purpose of this Agreement is to formalize a long-term loan of Pegasus from the City to the Museum for indoor display purposes.

### AGREEMENT

The parties agree as follows:

#### 1. PEGASUS LOAN

Subject to the terms and conditions of this Agreement, the City agrees to loan Pegasus to the Museum (the "**Loan**").

#### 2. TERM

This Agreement is effective when both parties have signed it. The term of the Loan begins when the Museum picks up Pegasus from the City and expires on August 1, 2040, if not terminated sooner as set forth in this Agreement.

**3. DISPLAY**

The Museum will display Pegasus indoors within the City limits of the City of Everett at the Museum. Other display locations require prior written approval from the Everett Public Library Director, and this approval may withheld at the Director's sole discretion.

**4. DELIVERY**

The Museum is responsible for moving Pegasus from its current City location to the display location and to any subsequent Museum display locations.

**5. STANDARD OF CARE**

The Museum shall take care of Pegasus as it would any similar Museum property.

**6. REPRODUCTION RIGHTS**

The City authorizes and licenses the Museum to reproduce and publish the image of Pegasus in any medium for the purpose of publicizing Pegasus, the Museum or Museum programs.

**7. AS-IS CONDITION**

- A. The City loans Pegasus to the Museum AS IS, WHERE IS, and WITH ALL FAULTS. The City expressly disclaims and makes NO EXPRESS WARRANTIES, NO IMPLIED WARRANTIES and NO GUARANTEES of any kind whatsoever regarding Pegasus. The City makes no representations whatsoever that Pegasus is safe or that the Pegasus is in any particular condition.
  
- B. The Museum is 100% RESPONSIBLE for determining the condition of Pegasus and for determining whether Pegasus is safe and suitable for use by the Museum. The Museum is 100% RESPONSIBLE for the design and safety of any exhibit or display of Pegasus.

**8. NO OPERATION OF PEGASUS AS A MOTOR VEHICLE**

- A. The Museum shall not operate Pegasus as a motor vehicle without the prior written approval of the City's Risk Manager, which will not be unreasonably withheld. The Museum understands that, among the instances that the City's Risk Manager may reasonably withhold approval, the City Risk Manager may withhold approval if Pegasus is not insured for operation as motor vehicle in a manner consistent with the City's other motor vehicles or if the procurement of such insurance will impose cost on the City.

- B. If the City desires that Pegasus be maintained as an operational motor vehicle, then, unless the Everett Public Library Director and an authorized representative of the Museum agree otherwise in writing, any mechanical maintenance necessary for that purpose is the sole responsibility of the City. The Museum will provide the City reasonable access to perform such maintenance upon request.

## **9. ALTERATIONS**

The Museum will not make permanent alterations to Pegasus without the prior written approval of the Everett Library Director, which will not be unreasonably withheld.

## **10. INSURANCE**

If the City desires that the Museum carry insurance on Pegasus and gives written notice thereof to the Museum, then the Museum shall use commercially reasonable efforts to insure Pegasus for its fair market value and shall maintain such insurance until the end of the term or until the City gives notice that insurance is no longer required. If procuring and maintaining such insurance for Pegasus increases the cost of the Museum's insurance premiums beyond what the Museum's premiums would be without Pegasus, then the City must promptly reimburse the Museum for such increase.

## **11. LIABILITY FOR PERSONAL INJURIES**

The Museum WAIVES AND RELEASES the City and shall INDEMNIFY AND DEFEND AND HOLD THE CITY HOLD HARMLESS from any and all claims, known or unknown, foreseen or unforeseen, that the Museum now has or that may subsequently accrue to the Museum, arising out of or relating personal injuries caused by Pegasus during the term of the Loan. This section 11 survives termination or expiration of the Loan and this Agreement.

## **12. LIABILITY FOR LOSS OR DAMAGE TO PEGASUS**

The City agrees that, in the event of loss or damage to Pegasus (including without limitation loss or damage caused by Museum violation of the standard of care in Section 5, loss or damage caused by Museum personnel, loss or damage caused by members of public, or loss or damage caused by fire or earthquake or any other peril), recovery by the City shall be limited to such amount, if any, as may be paid by an insurer, thereby releasing the Museum, and the officers, agents and employees of the Museum from liability for any and all claims arising out of such loss or damage.

## **13. TERMINATION OF AGREEMENT**

This Agreement may be terminated as follows:

- A. In the event of a breach of this Agreement, the non-breaching party may give the

breaching party notice of such breach. If the breach is not cured within 90 days after the delivery of the notice, then the non-breaching party may provide notice of termination, in which case the Museum shall promptly return Pegasus to the City, and this Agreement and the Loan expire upon such return.

- B. The Museum may terminate this Agreement for any reason or no reason by delivering one year's prior written notice that it will return Pegasus to the City. This Agreement and the Loan expire upon such return.
- C. If the Museum is no longer publically displaying Pegasus, then the City may terminate this Agreement by delivery of written notice to the Museum, in which case the Museum shall promptly return Pegasus to the City, and this Agreement and Loan expire upon such return.
- D. If the Museum closes or is otherwise not a going concern, the Museum shall promptly return Pegasus to the City, and this Agreement and Loan expire upon such return.

#### **14. NO TRANSFER OR ASSIGNMENT**

Since the Museum is receiving Pegasus as a loan, the Museum shall not sell, loan, transfer title to, or grant a security interest in Pegasus without the prior written approval of the Everett Library Direction, and this approval may withheld at the Director's sole discretion. Neither party may assign this Agreement.

#### **15. NOTICE ADDRESSES**

Notices to the City shall be sent to the following address:

City of Everett  
Attn.: Everett Public Library Director  
702 Hoyt Ave  
Everett, WA 98201

Notices to the Museum shall be sent to the following address:

Everett Museum of History  
Attn: Museum Director  
PO Box 5556  
Everett, WA 98206-5556

#### **16. MISCELLANEOUS**

This Agreement is the complete agreement of the parties regarding Pegasus and supersedes all other agreements, oral and written. No amendment of this Agreement is effective unless in writing and signed by the Mayor of the City of Everett and an authorized representative of the

Museum. Exclusive venue for any lawsuit arising from or relating to this Agreement is Snohomish County Superior Court.

**[SIGNATURES ON FOLLOWING PAGE]**

Dated as of the date first above written.

**MUSEUM:**

EVERETT MUSEUM OF HISTORY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF EVERETT,**

a Washington municipal corporation

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

Name: Cassie Franklin

Its: Mayor

City Clerk

City Attorney

Attest:

Approved as to Form:

\_\_\_\_\_

\_\_\_\_\_



**Project title:** Authorize Interlocal Cooperative Purchasing Agreement with Skagit Transit

### City Council Agenda Item Cover Sheet

**Council Bill #**

**Consideration:** Interlocal Agreement

**Agenda dates requested:**

June 10, 2020

**Project:**

**Partner/Supplier:** Skagit Transit

**Location:**

**Preceding action:**

**Fund:**

Briefing

Proposed action

Consent  X

Action

Ordinance

Public hearing

Yes  No  X

**Budget amendment:**

Yes  No  X

**PowerPoint presentation:**

Yes  No  X

**Attachments:**

Interlocal Agreement

**Department(s) involved:**

Purchasing

**Contact person:**

Theresa Bauccio-Teschlog

**Phone number:**

(425) 257-8901

**Email:**

tbauccio@everettwa.gov

**Fiscal summary statement:**

There is no associated cost with this agreement.

**Project summary statement:**

Skagit Transit has requested to use a City of Everett's competitively bid contract for Rebuilt Cummins Engines. RCW 39.34 allows cooperative purchasing between public agencies when the parties have executed an Interlocal Cooperative Purchasing Agreement. This type of cooperation saves public entities time and money.

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

Authorize the Mayor to sign the Interlocal Cooperative Purchasing Agreement with Skagit Transit.

**Initialed by:**

Department head

Administration

Council President

## COOPERATIVE PURCHASING AGREEMENT

In accordance with RCW Chapter 39.34 and all other applicable laws, The City of Everett and Skagit Transit (each referred to as "Agency" or "Agencies"), hereby agree to cooperative governmental purchasing agreement for various supplies, materials, equipment and routine, expert and/or consultant services, using competitively awarded contracts. The following terms and conditions shall apply:

1. Each agency, in contracting for the purchase of supplies, materials, equipment and services, agrees at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and suppliers.
2. Each agency is responsible for compliance with any additional applicable laws and regulations regarding purchases.
3. Any purchases shall be effected by a purchase order from the purchasing agency and directed to the supplier(s).
4. The originating contracting agency does not accept responsibility or liability for the performance of any supplier used by the purchasing agency as a result of this agreement.
5. Each agency shall be responsible for the payment of any item(s) purchased through a contract or purchase order that resulted from this Agreement.
6. This Agreement shall remain in force until cancelled in writing by either party.

Accepted for Skagit Transit

Accepted for the City of Everett:

By: Dale S. O'Brien

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

Name: Dale S. O'Brien

Name: Cassie Franklin

Title: Executive Director

Title: Mayor

Date: 5-26-2020

Date: \_\_\_\_\_



**Project title:** Authorize Mayor to Sign First Amendment to General Transfer Agreement with the Port of Everett

### City Council Agenda Item Cover Sheet

**Council Bill #** *interoffice use*

**Agenda dates requested:**

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

**Budget amendment:**  
 Yes  x  No

**PowerPoint presentation:**  
 Yes  x  No

**Attachments:**  
First Amendment to General Transfer Agreement

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

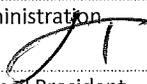
**Contact person:**  
Jim Miller  
Tim Benedict

**Phone number:**  
425 257 8880 (JM)  
425.257.8669 (TB)

**Email:**  
JMiller@everettwa.gov  
TBenedict@everettwa.gov

**Initialed by:**

Department head

Administration  
  
Council President

**Consideration:** Authorize Mayor to Sign First Amendment to General Transfer Agreement with the Port of Everett

**Project:** Transfer of utilities at Riverside Business Park from Port of Everett to City

**Other Parties :** None

**Location:** Riverside Business Park

**Preceding action:** Approval of General Transfer Agreement on May 28, 2014

**Fund:** None

**Fiscal summary statement:**

*None*

**Project summary statement:**

In 2014, the City Council approved the General Transfer Agreement (GTA) with the Port of Everett regarding water, sewer, stormwater and roadway infrastructure at Riverside Business Park. The GTA established the utility and roadway work that the Port must complete before the Port transfers those utilities and public roadways to the City. This Port work is nearly complete. The expectation is the transfer will be complete in 2020.

The proposed amendment is a technical amendment that updates items like legal descriptions, drawings, exhibits, and capacities to reflect as-built and current conditions.

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

Authorize Mayor to Sign First Amendment to General Transfer Agreement with the Port of Everett in substantially the form provided

## FIRST AMENDMENT TO GENERAL TRANSFER AGREEMENT

THIS FIRST AMENDMENT TO GENERAL TRANSFER AGREEMENT (this "**Amendment**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "**Effective Date**") by and between the PORT OF EVERETT, a port district organized under the laws of the State of Washington ("**Port**") and the CITY OF EVERETT, a municipal corporation organized under the laws of the State of Washington ("**City**").

### RECITALS

A. The Port and City are parties to the General Transfer Agreement dated June 10, 2014 (the "**Agreement**"), regarding the transfer from the Port to the City of certain road and utility infrastructure at the Riverside Business Park.

B. The purpose of this Amendment is to make certain updates to the Agreement.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing, the parties agree as follows:

1. **Amendment to Section 4.5.3.** Section 4.5.3 of the Agreement is amended as follows, with underlining added:

**Stormwater System Capacity.** The parties acknowledge that the Port of Everett Riverside Business Park Stormwater Site Plan (Comprehensive Hydraulics Report) revised April 2000 and as supplemented by addenda #1 and #2 accurately states the capacities of the Storm water Detention Pond and other associated stormwater infrastructure.

2. **Revised Exhibits.** The following exhibits to the Agreement are revised as follows:

<b>Agreement Exhibit</b>	<b>Revision</b>
Exhibit 8 Stormwater Infrastructure and Retention Pond Easement	Replacing Exhibits A and B of GTA Exhibit 8
Exhibit 10 Transferred Stormwater Infrastructure	Replacing GTA Exhibit 10
Exhibit 12 Sanitary Sewer Easement	Replacing Exhibits A and B of GTA Exhibit 12
Exhibit 13 Transferred Stormwater Infrastructure	Replacing Exhibit 13B of GTA Exhibit 13

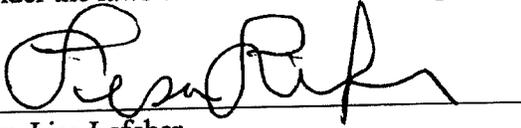
Exhibit 14 (Right-of-Way Easement on Access Roads)	Exhibits A and B to Exhibit 14 are replaced by the attached exhibits
--	--

Prior to recording of any easement contained as an exhibit to the Agreement, the parties may further revise the easement and its exhibits to conform with surveys, as-built conditions and other matters. On behalf of the City, such revisions may be approved by the Public Works Director and the City Attorney

3. **Agreement in Full Force and Effect.** Except as amended above, the Agreement remains in full force and effect.

**[SIGNATURE PAGES FOLLOW]**

PORT OF EVERETT, a port district organized  
under the laws of the State of Washington

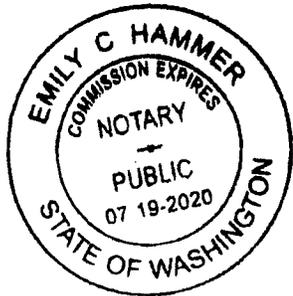


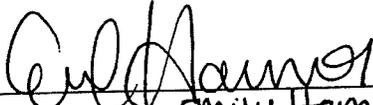
By: Lisa Lefeber  
Its: CEO/Executive Director

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF SNOHOMISH    )

I certify that I have evidence that Lisa Lefeber is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the CEO/ Executive Director of the PORT OF EVERETT, a port district organized under the laws of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: December 19, 2019



  
PRINTED NAME: Emily Hammer  
NOTARY PUBLIC  
in and for the State of Washington.  
My commission expires: 7/19/2020

CITY OF EVERETT, a municipal corporation  
organized under the laws of the State of Washington

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF SNOHOMISH    )

I certify that I have evidence that \_\_\_\_\_ is the person who  
appeared before me, and said person acknowledged that he signed this instrument, on oath stated  
that she was authorized to execute the instrument and acknowledged it as the  
\_\_\_\_\_ of the CITY OF EVERETT, a municipal corporation  
organized under the laws of the State of Washington, to be the free and voluntary act of such party  
for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_, 2018

\_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
NOTARY PUBLIC  
in and for the State of Washington.  
My commission expires: \_\_\_\_\_

**Exhibit 8**  
**Stormwater Infrastructure Retention Pond Easement**

**EXHIBIT A**  
**STORMWATER INFRASTRUCTURE AND RETENTION POND EASEMENT**  
**DESCRIPTION**

**PART 1 OF 4**

THAT PORTION OF TRACT A OF BOUNDARY LINE ADJUSTMENT RECORDED IN AUDITOR'S FILE (AF) NO. 201207265001, AND TRACT B OF BOUNDARY LINE ADJUSTMENT RECORDED IN AF NO. 201803265003, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT B, ON THE EAST LINE OF SAID TRACT A;  
THENCE SOUTH 15°02'09" EAST, ALONG THE COMMON LINE OF SAID TRACTS A AND B, A DISTANCE OF 15.54 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 15°02'09" EAST, ALONG SAID COMMON LINE, A DISTANCE OF 30.01 FEET;  
THENCE SOUTH 76°43'47" WEST, DEPARTING SAID COMMON LINE, A DISTANCE OF 14.88 FEET;  
THENCE SOUTH 14°53'48" EAST, A DISTANCE OF 169.64 FEET;  
THENCE NORTH 76°33'14" EAST, A DISTANCE OF 15.87 FEET TO THE WEST LINE OF TRACT C OF BOUNDARY LINE ADJUSTMENT RECORDED IN AF NO. 201207265001, SAME BEING THE EAST LINE OF SAID TRACT A;  
THENCE SOUTH 22°17'57" EAST, ALONG THE COMMON LINE OF SAID TRACTS A AND C, A DISTANCE OF 29.30 FEET TO A NORTHEASTERLY CORNER OF SAID TRACT B, AND THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 54.20 FEET;

THENCE ALONG THE COMMON LINE OF SAID TRACTS B AND C, THE FOLLOWING COURSES:

THENCE ALONG SAID CURVE TO THE LEFT THROUGH A DELTA ANGLE OF 82°36'38", A DISTANCE OF 78.15 FEET TO A POINT OF TANGENCY;

THENCE NORTH 75°06'14" EAST, A DISTANCE OF 449.17 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, FROM WHICH THE CENTER BEARS NORTH 14°53'46" WEST, A DISTANCE OF 33.76 FEET;

THENCE ALONG SAID CURVE TO THE LEFT THROUGH A DELTA ANGLE OF 98°44'58", A DISTANCE OF 58.18 FEET TO A POINT OF COMPOUND CURVATURE AND THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 130.01 FEET, AT WHICH POINT THE COMMON RADII BEAR SOUTH 66°21'16" WEST;

THENCE ALONG SAID CURVE TO THE LEFT THROUGH A DELTA ANGLE OF 45°28'13", A DISTANCE OF 103.18 FEET TO A POINT OF COMPOUND CURVATURE AND THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 179.08 FEET, AT WHICH POINT THE COMMON RADII BEAR SOUTH 20°53'31" WEST;

THENCE ALONG SAID CURVE TO THE LEFT THROUGH A DELTA ANGLE OF 01°45'49", A DISTANCE OF 5.51 FEET;

THENCE SOUTH 87°00'03" EAST, DEPARTING SAID COMMON LINE, A DISTANCE OF 46.79 FEET;  
THENCE SOUTH 39°07'53" EAST, A DISTANCE OF 71.74 FEET;

THENCE SOUTH 02°18'40" EAST, A DISTANCE OF 48.40 FEET;  
 THENCE SOUTH 41°33'24" WEST, A DISTANCE OF 21.56 FEET;  
 THENCE NORTH 75°39'39" EAST, A DISTANCE OF 81.20 FEET;  
 THENCE NORTH 22°56'12" WEST, A DISTANCE OF 133.69 FEET;  
 THENCE SOUTH 60°20'11" WEST, A DISTANCE OF 28.02 FEET;  
 THENCE NORTH 50°01'37" WEST, A DISTANCE OF 155.22 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT B;  
 THENCE SOUTH 88°22'23" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 48.36 FEET;  
 THENCE SOUTH 50°01'37" EAST, DEPARTING SAID NORTHERLY LINE, A DISTANCE OF 96.44 FEET;  
 THENCE NORTH 60°20'11" EAST, A DISTANCE OF 40.90 FEET;  
 THENCE SOUTH 22°56'12" EAST, A DISTANCE OF 234.34 FEET;  
 THENCE SOUTH 74°58'21" WEST, A DISTANCE OF 203.41 FEET;  
 THENCE NORTH 13°51'01" WEST, A DISTANCE OF 34.11 FEET;  
 THENCE SOUTH 75°39'39" WEST, A DISTANCE OF 168.43 FEET;  
 THENCE SOUTH 13°44'34" EAST, A DISTANCE OF 21.23 FEET TO A POINT ON THE NORTH LINE OF LOT 4 OF SAID BOUNDARY LINE ADJUSTMENT RECORDED IN AF NO. 201803265003, SAME BEING THE SOUTH LINE OF SAID TRACT B;  
 THENCE SOUTH 75°06'14" WEST, ALONG THE COMMON LINE OF SAID TRACT B AND LOT 4, A DISTANCE OF 30.01 FEET;  
 THENCE NORTH 13°44'34" WEST, DEPARTING SAID COMMON LINE, A DISTANCE OF 21.52 FEET;  
 THENCE SOUTH 75°00'11" WEST, A DISTANCE OF 207.67 FEET;  
 THENCE SOUTH 14°29'38" EAST, A DISTANCE OF 36.61 FEET TO A POINT ON SAID COMMON LINE OF LOT 4 AND TRACT B, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, FROM WHICH THE CENTER BEARS SOUTH 46°32'06" EAST, A DISTANCE OF 55.00 FEET;  
 THENCE ALONG SAID COMMON LINE AND SAID CURVE TO THE LEFT, THROUGH A DELTA ANGLE OF 12°20'58", A DISTANCE OF 11.85 FEET;  
 THENCE SOUTH 75°33'51" WEST, DEPARTING SAID COMMON LINE, A DISTANCE OF 33.54 FEET;  
 THENCE SOUTH 14°54'25" EAST, A DISTANCE OF 300.95 FEET;  
 THENCE NORTH 76°40'34" EAST, A DISTANCE OF 17.32 FEET TO A POINT ON SAID COMMON LINE;  
 THENCE SOUTH 15°02'09" EAST, ALONG SAID COMMON LINE, A DISTANCE OF 30.01 FEET;  
 THENCE SOUTH 76°40'34" WEST, DEPARTING SAID COMMON LINE, A DISTANCE OF 17.39 FEET;  
 THENCE SOUTH 14°54'25" EAST, A DISTANCE OF 128.67 FEET;  
 THENCE NORTH 75°45'43" EAST, A DISTANCE OF 17.68 FEET TO A POINT ON SAID COMMON LINE;  
 THENCE SOUTH 15°02'09" EAST, ALONG SAID COMMON LINE, A DISTANCE OF 30.00 FEET;  
 THENCE SOUTH 75°45'43" WEST, DEPARTING SAID COMMON LINE A DISTANCE OF 17.75 FEET;  
 THENCE SOUTH 14°52'21" EAST, A DISTANCE OF 170.52 FEET;  
 THENCE NORTH 75°34'24" EAST, A DISTANCE OF 18.24 FEET TO A POINT ON THE WEST LINE OF LOT 5 OF SAID BOUNDARY LINE ADJUSTMENT RECORDED IN AF NO. 201803265003, SAME BEING THE EAST LINE OF SAID TRACT B;  
 THENCE SOUTH 15°02'09" EAST, ALONG SAID COMMON LINE, A DISTANCE OF 30.00 FEET;  
 THENCE SOUTH 75°34'24" WEST, DEPARTING SAID COMMON LINE, A DISTANCE OF 18.32 FEET;  
 THENCE SOUTH 14°52'11" EAST, A DISTANCE OF 106.99 FEET;  
 THENCE SOUTH 15°11'03" EAST, A DISTANCE OF 172.99 FEET;  
 THENCE NORTH 74°17'17" EAST, A DISTANCE OF 18.01 FEET TO A POINT ON SAID COMMON LINE;  
 THENCE SOUTH 15°42'43" EAST, ALONG SAID COMMON LINE, A DISTANCE OF 30.00 FEET;  
 THENCE SOUTH 74°17'17" WEST, DEPARTING SAID COMMON LINE, A DISTANCE OF 18.29 FEET;  
 THENCE SOUTH 15°11'03" EAST, A DISTANCE OF 96.24 FEET;  
 THENCE SOUTH 14°10'04" EAST, A DISTANCE OF 73.31 FEET;

THENCE NORTH 76°14'05" EAST, A DISTANCE OF 18.97 FEET TO A POINT ON SAID COMMON LINE;  
THENCE SOUTH 15°02'09" EAST, ALONG SAID COMMON LINE, A DISTANCE OF 30.01 FEET;  
THENCE SOUTH 76°14'05" WEST, DEPARTING SAID COMMON LINE, A DISTANCE OF 19.43 FEET;  
THENCE SOUTH 14°10'04" EAST, A DISTANCE OF 180.27 FEET;  
THENCE NORTH 73°00'49" EAST, A DISTANCE OF 22.17 FEET TO A POINT ON SAID COMMON LINE;  
THENCE SOUTH 15°02'09" EAST, ALONG SAID COMMON LINE, A DISTANCE OF 30.02 FEET;  
THENCE SOUTH 73°00'49" WEST, DEPARTING SAID COMMON LINE, A DISTANCE OF 22.48 FEET;  
THENCE SOUTH 14°44'10" EAST, A DISTANCE OF 80.12 FEET;  
THENCE NORTH 75°08'01" EAST, A DISTANCE OF 34.89 FEET TO A POINT ON SAID COMMON LINE;  
THENCE CONTINUING NORTH 75°08'01" EAST, ALONG SAID COMMON LINE, A DISTANCE OF 328.79 FEET;  
THENCE NORTH 75°09'25" EAST, ALONG SAID COMMON LINE, A DISTANCE OF 63.03 FEET;  
THENCE SOUTH 14°51'59" EAST, DEPARTING SAID COMMON LINE, A DISTANCE OF 50.97 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT B;  
THENCE SOUTH 75°08'01" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 10.00 FEET;  
THENCE NORTH 14°51'59" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 30.98 FEET;  
THENCE SOUTH 75°09'25" WEST, A DISTANCE OF 53.73 FEET;  
THENCE SOUTH 14°51'59" EAST, A DISTANCE OF 31.00 FEET TO A POINT ON SAID SOUTH LINE;  
THENCE SOUTH 75°08'01" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 10.00 FEET;  
THENCE NORTH 14°51'59" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 36.00 FEET;  
THENCE SOUTH 75°08'01" WEST, A DISTANCE OF 254.75 FEET;  
THENCE SOUTH 14°51'59" EAST, A DISTANCE OF 36.00 FEET TO A POINT ON SAID SOUTH LINE;  
THENCE SOUTH 75°08'01" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 10.00 FEET;  
THENCE NORTH 14°51'59" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 36.00 FEET;  
THENCE SOUTH 75°08'01" WEST, A DISTANCE OF 88.26 FEET;  
THENCE SOUTH 14°44'10" EAST, A DISTANCE OF 36.00 FEET TO A POINT ON SAID SOUTH LINE;  
THENCE SOUTH 75°08'01" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 36.85 FEET TO AN ANGLE POINT OF TRACT B, ON THE WEST LINE OF SAID RIVERSIDE ROAD;  
THENCE NORTH 15°02'09" WEST, ALONG THE WEST LINE OF SAID TRACT B AND RIVERSIDE ROAD, A DISTANCE OF 1561.63 FEET;  
THENCE NORTH 75°33'51" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 13.41 FEET;  
THENCE NORTH 14°54'25" WEST, A DISTANCE OF 84.75 FEET;  
THENCE NORTH 75°05'35" EAST, A DISTANCE OF 41.89 FEET;  
THENCE NORTH 55°29'24" WEST, A DISTANCE OF 32.16 FEET TO A POINT ON SAID NORTH LINE OF TRACT B;  
THENCE SOUTH 74°57'51" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 34.62 FEET TO A NORTHWEST CORNER OF SAID TRACT B, ON SAID WEST LINE OF RIVERSIDE ROAD;  
THENCE NORTH 15°02'09" WEST, DEPARTING SAID TRACT B, AND ALONG SAID WEST LINE OF RIVERSIDE ROAD, A DISTANCE OF 230.14 FEET;  
THENCE NORTH 76°43'47" EAST, A DISTANCE OF 46.44 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 132,367 SQUARE FEET, MORE OR LESS.  
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**PART 2 OF 4**

THAT PORTION OF TRACT B OF BOUNDARY LINE ADJUSTMENT RECORDED IN AF NO. 201803265003,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT B;  
THENCE SOUTH 15°02'09" EAST, ALONG SAID EAST LINE, A DISTANCE OF 132.93 FEET TO A SOUTHWEST  
CORNER OF SAID TRACT B, SAME BEING THE NORTHWEST CORNER OF SAID TRACT C;  
THENCE NORTH 75°07'33" EAST, ALONG THE COMMON LINE OF SAID TRACTS B AND C, A DISTANCE OF  
55.41 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 15°12'45" WEST, A DISTANCE OF 14.85 FEET;  
THENCE NORTH 74°47'15" EAST, A DISTANCE OF 282.40 FEET;  
THENCE SOUTH 85°07'27" EAST, A DISTANCE OF 48.88 FEET TO SAID COMMON LINE OF TRACTS B AND  
C;  
THENCE SOUTH 75°07'33" WEST, ALONG SAID COMMON LINE, A DISTANCE OF 328.31 FEET TO THE  
TRUE POINT OF BEGINNING.

CONTAINING 4,808 SQUARE FEET, MORE OR LESS.  
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**PART 3 OF 4**

THAT PORTION OF TRACT B OF BOUNDARY LINE ADJUSTMENT RECORDED IN AF NO. 201803265003,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT D OF SAID BOUNDARY LINE ADJUSTMENT  
RECORDED IN AUDITOR'S FILE (AF) NO. 201803265003;  
THENCE NORTH 63°17'58" EAST, ALONG THE NORTH LINE OF SAID TRACT D, A DISTANCE OF 490.05 FEET  
TO THE NORTHEAST CORNER OF TRACT E OF SAID BOUNDARY LINE ADJUSTMENT RECORDED IN  
AUDITOR'S FILE (AF) NO. 201803265003;  
THENCE SOUTH 46°10'38" EAST, ALONG THE EAST LINE OF SAID TRACT E, A DISTANCE OF 26.52 FEET;  
THENCE SOUTH 63°17'58" WEST, A DISTANCE OF 473.59 FEET TO THE WEST LINE OF SAID TRACT D;  
THENCE NORTH 72°02'44" WEST, ALONG SAID WEST LINE, A DISTANCE OF 35.57 FEET TO THE TRUE  
POINT OF BEGINNING.

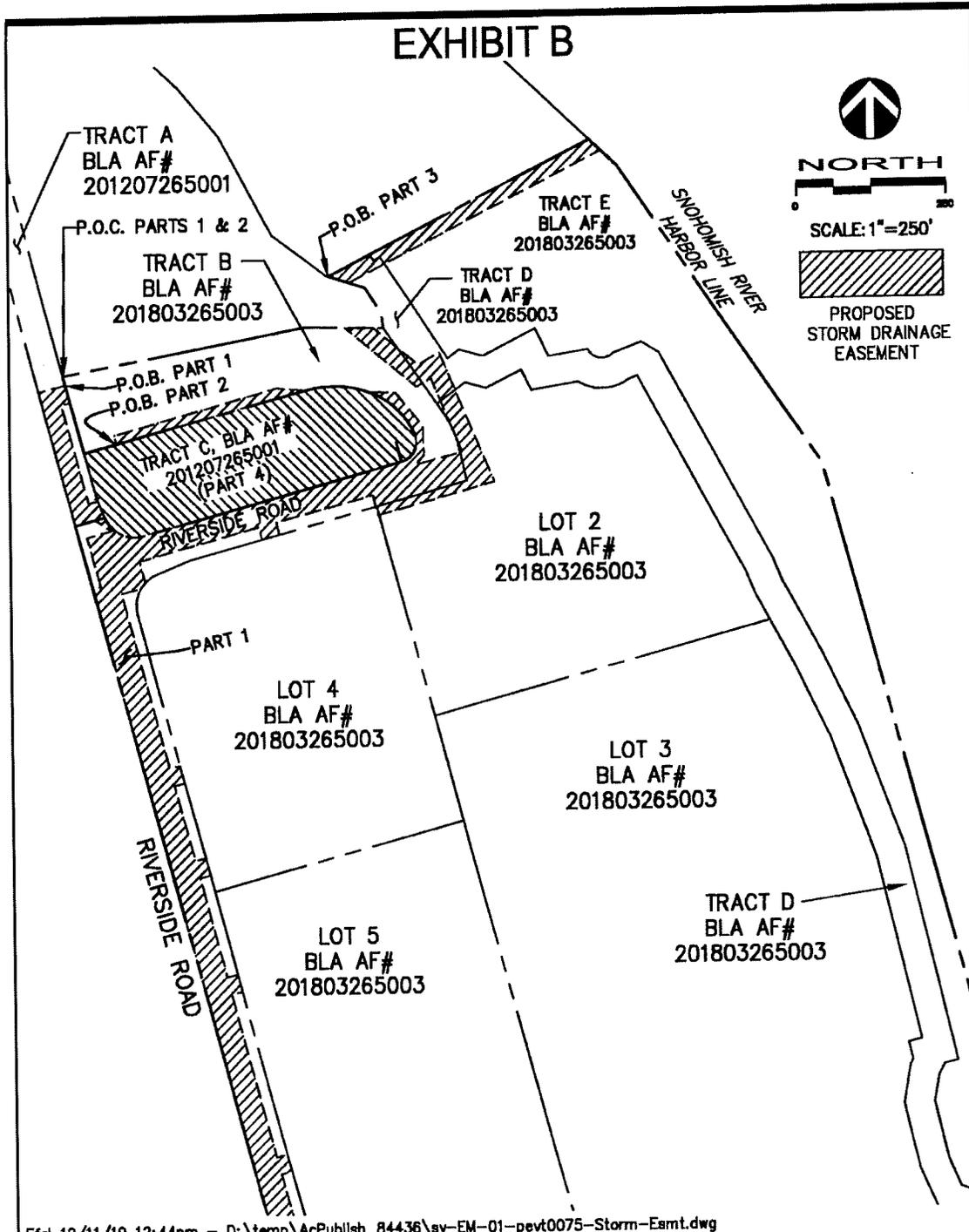
CONTAINING 12,046 SQUARE FEET, MORE OR LESS.  
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**PART 4 OF 4**

ALL OF TRACT C OF SAID BOUNDARY LINE ADJUSTMENT RECORDED IN AUDITOR'S FILE (AF) NO.  
201207265001.

CONTAINING 80,076 SQUARE FEET, MORE OR LESS.  
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

# EXHIBIT B



**NORTH**

SCALE: 1" = 250'

PROPOSED STORM DRAINAGE EASEMENT

Efgl 12/11/19 12:44pm - D:\temp\AcPublish\_84436\sv-EM-01-pevt0075-Storm-Eamt.dwg

SHEET 1

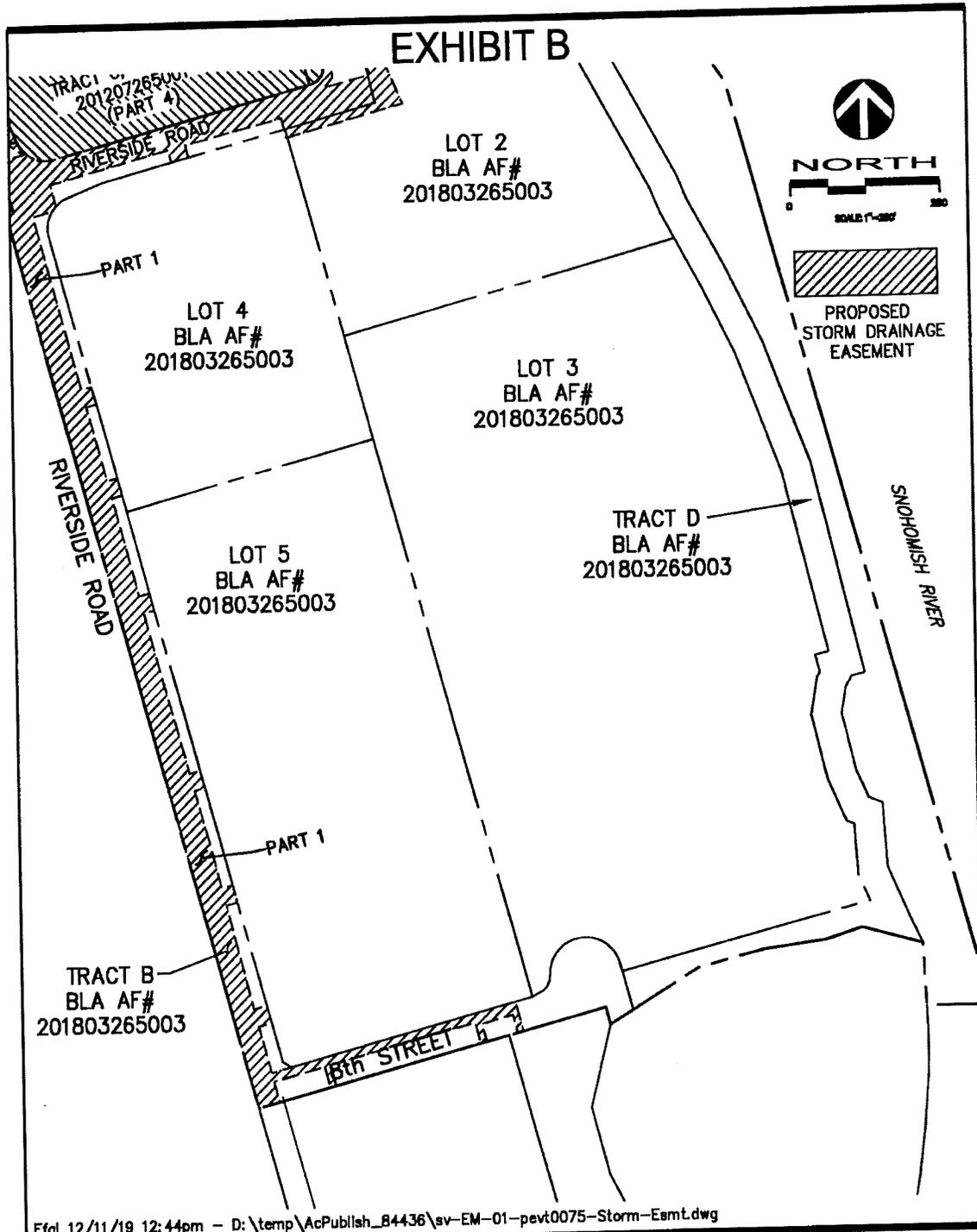
DATE: 12-11-2019      DESIGN: GJA  
 RE: PEVT0075 /      DRAWN: GGW



**DAVID EVANS ASSOCIATES, INC.**  
 1620 W. Marine View Drive, Suite 200  
 Everett Washington 98201  
 Phone: 425.259.4099

STORM DRAINAGE EASEMENT

# EXHIBIT B

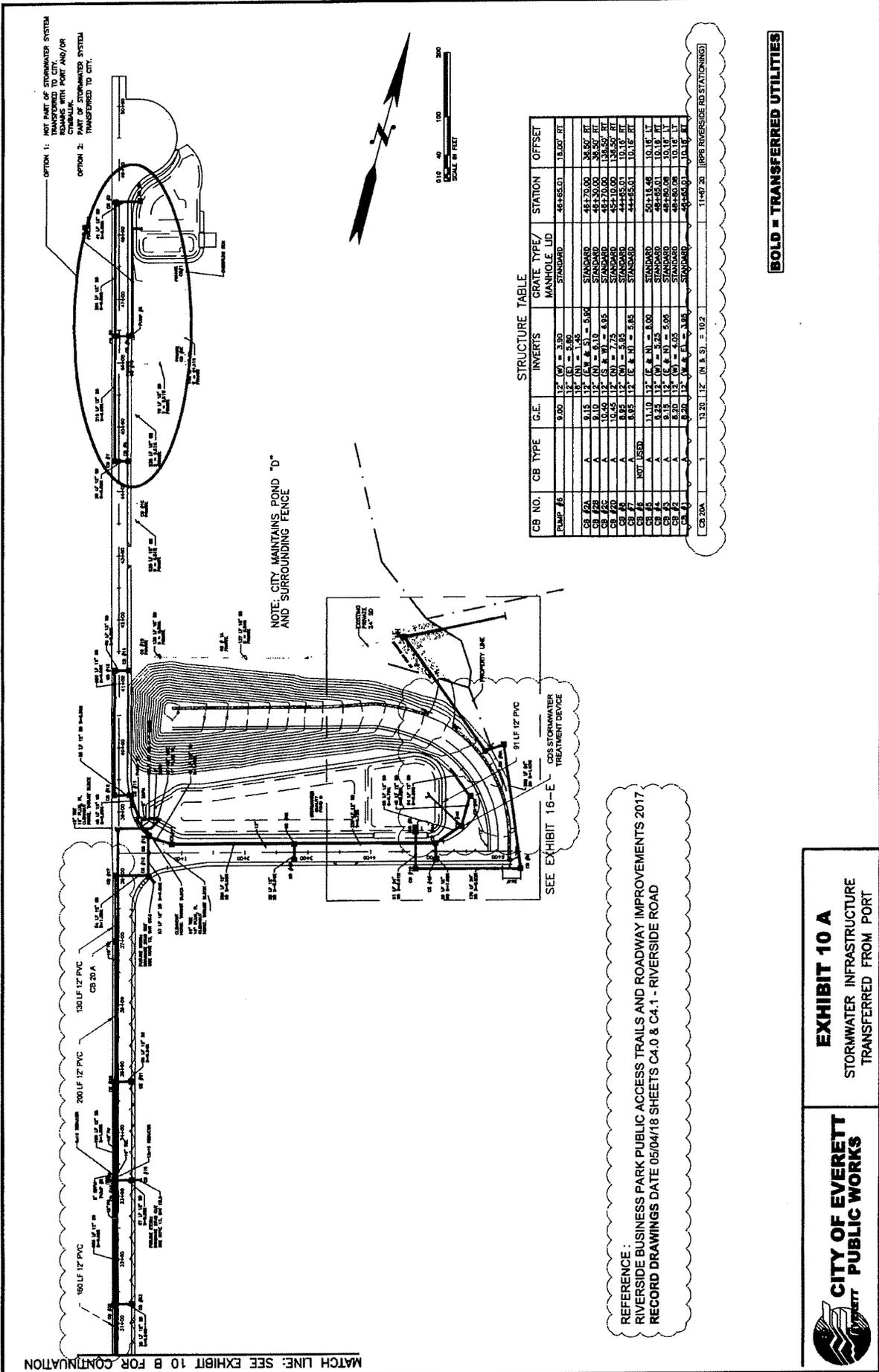


**SHEET 2**

DATE: 12-11-2019	DESIGN: G.J.A.
FILE: PEVT0075 /	DRAWN: GCW

**DAVID EVANS AND ASSOCIATES INC.**  
1820 W. Marine View Drive, Suite 200  
Everett Washington 98201  
Phone: 425.259.4099

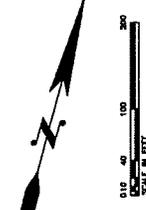
**STORM DRAINAGE EASEMENT**



OPTION 1: NOT PART OF STORMWATER SYSTEM  
 REMAINS WITH PORT AND/OR  
 TRANSFERRED TO CITY.

OPTION 2: PART OF STORMWATER SYSTEM  
 TRANSFERRED TO CITY.

NOTE: CITY MAINTAINS POND "D"  
 AND SURROUNDING FENCE



STRUCTURE TABLE

PUMP #6	CB NO.	CB TYPE	G.E.	INVERTS	GRATE TYPE/ MANHOLE I.D.	STATION	OFFSET
			9.00	12' (G) = 3.90 18' (M) = 5.40	STANDARD	48+185.01	18.00' RT
	CB 2/A	A	9.15	12' (G) = 4.10 18' (M) = 5.60	STANDARD	48+220.00	36.00' RT
	CB 2/B	A	9.10	12' (G) = 4.10 18' (M) = 5.60	STANDARD	48+300.00	36.00' RT
	CB 2/C	A	10.05	12' (G) = 7.75 18' (M) = 9.85	STANDARD	48+210.00	18.00' RT
	CB 2/D	A	8.95	12' (G) = 5.85 18' (M) = 7.95	STANDARD	48+185.01	10.15' RT
	CB 2/E	A	8.95	12' (G) = 5.85 18' (M) = 7.95	STANDARD	48+185.01	10.15' RT
	CB 2/F	NOT ASSD.	11.10	12' (G) = 8.10 18' (M) = 10.20	STANDARD	50+118.48	10.15' LT
	CB 2/G	A	9.15	12' (G) = 5.25 18' (M) = 7.35	STANDARD	48+185.01	10.15' RT
	CB 2/H	A	9.15	12' (G) = 5.00 18' (M) = 7.10	STANDARD	48+180.08	10.15' RT
	CB 2/I	A	9.15	12' (G) = 5.00 18' (M) = 7.10	STANDARD	48+180.08	10.15' RT
	CB 2/J	A	9.15	12' (G) = 5.00 18' (M) = 7.10	STANDARD	48+180.08	10.15' RT
	CB 2/K	A	9.15	12' (G) = 5.00 18' (M) = 7.10	STANDARD	48+180.08	10.15' RT
	CB 2/L	A	9.15	12' (G) = 5.00 18' (M) = 7.10	STANDARD	48+180.08	10.15' RT
	CB 2/M	A	9.15	12' (G) = 5.00 18' (M) = 7.10	STANDARD	48+180.08	10.15' RT
	CB 2/N	A	9.15	12' (G) = 5.00 18' (M) = 7.10	STANDARD	48+180.08	10.15' RT
	CB 2/O	A	9.15	12' (G) = 5.00 18' (M) = 7.10	STANDARD	48+180.08	10.15' RT
	CB 2/P	A	9.15	12' (G) = 5.00 18' (M) = 7.10	STANDARD	48+180.08	10.15' RT
	CB 2/Q	A	9.15	12' (G) = 5.00 18' (M) = 7.10	STANDARD	48+180.08	10.15' RT
	CB 2/R	A	9.15	12' (G) = 5.00 18' (M) = 7.10	STANDARD	48+180.08	10.15' RT
	CB 2/S	A	9.15	12' (G) = 5.00 18' (M) = 7.10	STANDARD	48+180.08	10.15' RT
	CB 2/T	A	9.15	12' (G) = 5.00 18' (M) = 7.10	STANDARD	48+180.08	10.15' RT
	CB 2/U	A	9.15	12' (G) = 5.00 18' (M) = 7.10	STANDARD	48+180.08	10.15' RT
	CB 2/V	A	9.15	12' (G) = 5.00 18' (M) = 7.10	STANDARD	48+180.08	10.15' RT
	CB 2/W	A	9.15	12' (G) = 5.00 18' (M) = 7.10	STANDARD	48+180.08	10.15' RT
	CB 2/X	A	9.15	12' (G) = 5.00 18' (M) = 7.10	STANDARD	48+180.08	10.15' RT
	CB 2/Y	A	9.15	12' (G) = 5.00 18' (M) = 7.10	STANDARD	48+180.08	10.15' RT
	CB 2/Z	A	9.15	12' (G) = 5.00 18' (M) = 7.10	STANDARD	48+180.08	10.15' RT
	CB 2/AA	A	13.20	12' (G) = 9.30 18' (M) = 11.40	STANDARD	11+47.20	18.00' RT

SEE EXHIBIT 16-E

REFERENCE:  
 RIVERSIDE BUSINESS PARK PUBLIC ACCESS TRAILS AND ROADWAY IMPROVEMENTS 2017  
 RECORD DRAWINGS DATE 05/04/18 SHEETS C4.0 & C4.1 - RIVERSIDE ROAD

MATCH LINE: SEE EXHIBIT 10 B FOR CONTINUATION

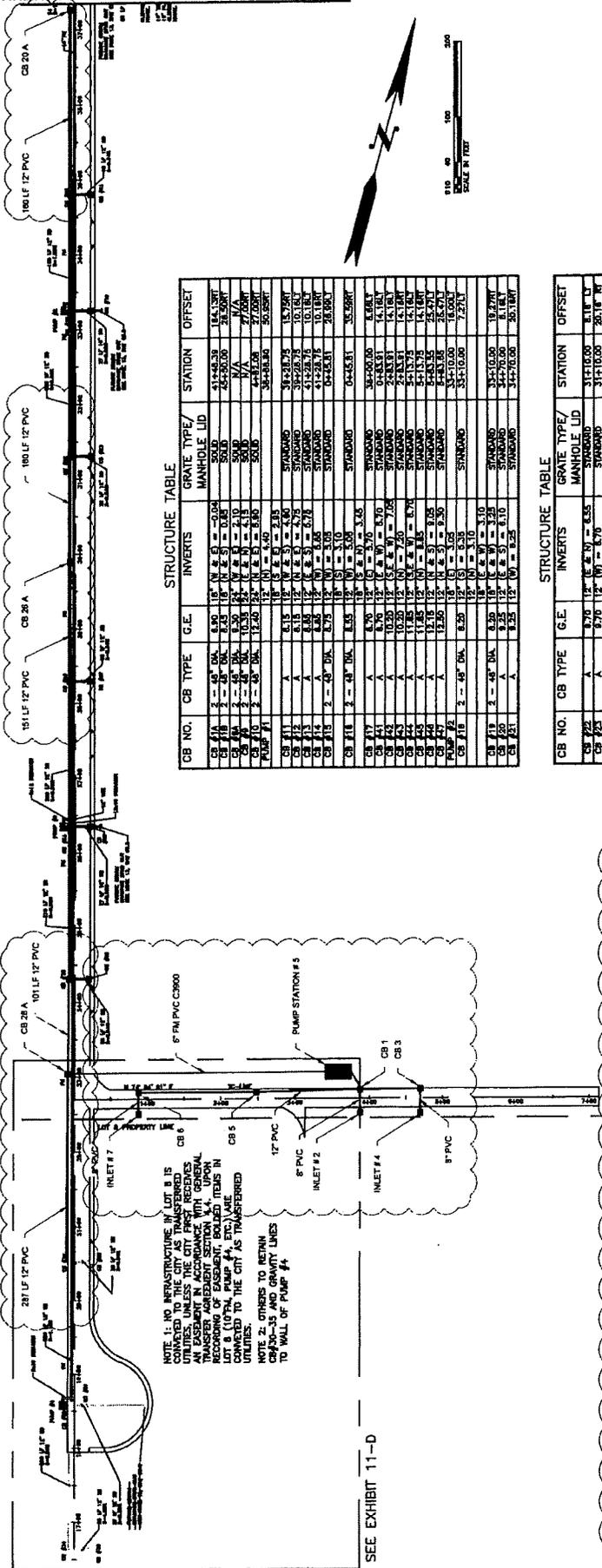
**BOLD = TRANSFERRED UTILITIES**



**EXHIBIT 10 A**  
 STORMWATER INFRASTRUCTURE  
 TRANSFERRED FROM PORT

Exhibit 10  
 Transferred Stormwater Infrastructure

MATCH LINE: SEE EXHIBIT 10 A FOR CONTINUATION



NOTE: NO INFRASTRUCTURE IN LOT B IS TO BE CONSIDERED FOR GENERAL UTILITIES UNLESS THE CITY FIRST RECEIVES AN EASEMENT IN ACCORDANCE WITH GENERAL ORDINANCE 10.01.01. ALL UTILITIES ARE TO BE RECORDED OF EASEMENT (TIES IN LOT 8 (1075A), PUMP #4, ETC.) AND CONNECTED TO THE CITY AS TRANSFERRED UTILITIES. OWNERS TO REPAIR CURBS-15 AND GRAVITY LINES TO WALL OF PUMP #4.

SEE EXHIBIT 11-D

STRUCTURE TABLE

CB NO.	CB TYPE	G.E.	INVERTS	GRATE TYPE/ MANHOLE LID	STATION	OFFSET
CB 118	2 - 48" DIA.	8.90	(N) 8.50 = 2.04	SOLOID	41+48.20	184.1387
CB 119	2 - 48" DIA.	8.85	(N) 8.50 = 2.04	SOLOID	42+50.20	28.5387
CB 120	2 - 48" DIA.	8.80	(N) 8.50 = 2.10	SOLOID	43+52.20	77.9387
CB 121	2 - 48" DIA.	8.75	(N) 8.50 = 2.15	SOLOID	44+54.20	127.3387
CB 122	2 - 48" DIA.	8.70	(N) 8.50 = 2.20	SOLOID	45+56.20	176.7387
CB 123	2 - 48" DIA.	8.65	(N) 8.50 = 2.25	SOLOID	46+58.20	226.1387
CB 124	2 - 48" DIA.	8.60	(N) 8.50 = 2.30	SOLOID	47+60.20	275.5387
CB 125	2 - 48" DIA.	8.55	(N) 8.50 = 2.35	SOLOID	48+62.20	324.9387
CB 126	2 - 48" DIA.	8.50	(N) 8.50 = 2.40	SOLOID	49+64.20	374.3387
CB 127	2 - 48" DIA.	8.45	(N) 8.50 = 2.45	SOLOID	50+66.20	423.7387
CB 128	2 - 48" DIA.	8.40	(N) 8.50 = 2.50	SOLOID	51+68.20	473.1387
CB 129	2 - 48" DIA.	8.35	(N) 8.50 = 2.55	SOLOID	52+70.20	522.5387
CB 130	2 - 48" DIA.	8.30	(N) 8.50 = 2.60	SOLOID	53+72.20	571.9387
CB 131	2 - 48" DIA.	8.25	(N) 8.50 = 2.65	SOLOID	54+74.20	621.3387
CB 132	2 - 48" DIA.	8.20	(N) 8.50 = 2.70	SOLOID	55+76.20	670.7387
CB 133	2 - 48" DIA.	8.15	(N) 8.50 = 2.75	SOLOID	56+78.20	720.1387
CB 134	2 - 48" DIA.	8.10	(N) 8.50 = 2.80	SOLOID	57+80.20	769.5387
CB 135	2 - 48" DIA.	8.05	(N) 8.50 = 2.85	SOLOID	58+82.20	818.9387
CB 136	2 - 48" DIA.	8.00	(N) 8.50 = 2.90	SOLOID	59+84.20	868.3387
CB 137	2 - 48" DIA.	7.95	(N) 8.50 = 2.95	SOLOID	60+86.20	917.7387
CB 138	2 - 48" DIA.	7.90	(N) 8.50 = 3.00	SOLOID	61+88.20	967.1387
CB 139	2 - 48" DIA.	7.85	(N) 8.50 = 3.05	SOLOID	62+90.20	1016.5387
CB 140	2 - 48" DIA.	7.80	(N) 8.50 = 3.10	SOLOID	63+92.20	1065.9387
CB 141	2 - 48" DIA.	7.75	(N) 8.50 = 3.15	SOLOID	64+94.20	1115.3387
CB 142	2 - 48" DIA.	7.70	(N) 8.50 = 3.20	SOLOID	65+96.20	1164.7387
CB 143	2 - 48" DIA.	7.65	(N) 8.50 = 3.25	SOLOID	66+98.20	1214.1387
CB 144	2 - 48" DIA.	7.60	(N) 8.50 = 3.30	SOLOID	67+100.20	1263.5387
CB 145	2 - 48" DIA.	7.55	(N) 8.50 = 3.35	SOLOID	68+102.20	1312.9387
CB 146	2 - 48" DIA.	7.50	(N) 8.50 = 3.40	SOLOID	69+104.20	1362.3387
CB 147	2 - 48" DIA.	7.45	(N) 8.50 = 3.45	SOLOID	70+106.20	1411.7387
CB 148	2 - 48" DIA.	7.40	(N) 8.50 = 3.50	SOLOID	71+108.20	1461.1387
CB 149	2 - 48" DIA.	7.35	(N) 8.50 = 3.55	SOLOID	72+110.20	1510.5387
CB 150	2 - 48" DIA.	7.30	(N) 8.50 = 3.60	SOLOID	73+112.20	1559.9387
CB 151	2 - 48" DIA.	7.25	(N) 8.50 = 3.65	SOLOID	74+114.20	1609.3387
CB 152	2 - 48" DIA.	7.20	(N) 8.50 = 3.70	SOLOID	75+116.20	1658.7387
CB 153	2 - 48" DIA.	7.15	(N) 8.50 = 3.75	SOLOID	76+118.20	1708.1387
CB 154	2 - 48" DIA.	7.10	(N) 8.50 = 3.80	SOLOID	77+120.20	1757.5387
CB 155	2 - 48" DIA.	7.05	(N) 8.50 = 3.85	SOLOID	78+122.20	1806.9387
CB 156	2 - 48" DIA.	7.00	(N) 8.50 = 3.90	SOLOID	79+124.20	1856.3387
CB 157	2 - 48" DIA.	6.95	(N) 8.50 = 3.95	SOLOID	80+126.20	1905.7387
CB 158	2 - 48" DIA.	6.90	(N) 8.50 = 4.00	SOLOID	81+128.20	1955.1387
CB 159	2 - 48" DIA.	6.85	(N) 8.50 = 4.05	SOLOID	82+130.20	2004.5387
CB 160	2 - 48" DIA.	6.80	(N) 8.50 = 4.10	SOLOID	83+132.20	2053.9387
CB 161	2 - 48" DIA.	6.75	(N) 8.50 = 4.15	SOLOID	84+134.20	2103.3387
CB 162	2 - 48" DIA.	6.70	(N) 8.50 = 4.20	SOLOID	85+136.20	2152.7387
CB 163	2 - 48" DIA.	6.65	(N) 8.50 = 4.25	SOLOID	86+138.20	2202.1387
CB 164	2 - 48" DIA.	6.60	(N) 8.50 = 4.30	SOLOID	87+140.20	2251.5387
CB 165	2 - 48" DIA.	6.55	(N) 8.50 = 4.35	SOLOID	88+142.20	2300.9387
CB 166	2 - 48" DIA.	6.50	(N) 8.50 = 4.40	SOLOID	89+144.20	2350.3387
CB 167	2 - 48" DIA.	6.45	(N) 8.50 = 4.45	SOLOID	90+146.20	2399.7387
CB 168	2 - 48" DIA.	6.40	(N) 8.50 = 4.50	SOLOID	91+148.20	2449.1387
CB 169	2 - 48" DIA.	6.35	(N) 8.50 = 4.55	SOLOID	92+150.20	2498.5387
CB 170	2 - 48" DIA.	6.30	(N) 8.50 = 4.60	SOLOID	93+152.20	2547.9387
CB 171	2 - 48" DIA.	6.25	(N) 8.50 = 4.65	SOLOID	94+154.20	2597.3387
CB 172	2 - 48" DIA.	6.20	(N) 8.50 = 4.70	SOLOID	95+156.20	2646.7387
CB 173	2 - 48" DIA.	6.15	(N) 8.50 = 4.75	SOLOID	96+158.20	2696.1387
CB 174	2 - 48" DIA.	6.10	(N) 8.50 = 4.80	SOLOID	97+160.20	2745.5387
CB 175	2 - 48" DIA.	6.05	(N) 8.50 = 4.85	SOLOID	98+162.20	2794.9387
CB 176	2 - 48" DIA.	6.00	(N) 8.50 = 4.90	SOLOID	99+164.20	2844.3387
CB 177	2 - 48" DIA.	5.95	(N) 8.50 = 4.95	SOLOID	100+166.20	2893.7387
CB 178	2 - 48" DIA.	5.90	(N) 8.50 = 5.00	SOLOID	101+168.20	2943.1387
CB 179	2 - 48" DIA.	5.85	(N) 8.50 = 5.05	SOLOID	102+170.20	2992.5387
CB 180	2 - 48" DIA.	5.80	(N) 8.50 = 5.10	SOLOID	103+172.20	3041.9387
CB 181	2 - 48" DIA.	5.75	(N) 8.50 = 5.15	SOLOID	104+174.20	3091.3387
CB 182	2 - 48" DIA.	5.70	(N) 8.50 = 5.20	SOLOID	105+176.20	3140.7387
CB 183	2 - 48" DIA.	5.65	(N) 8.50 = 5.25	SOLOID	106+178.20	3190.1387
CB 184	2 - 48" DIA.	5.60	(N) 8.50 = 5.30	SOLOID	107+180.20	3239.5387
CB 185	2 - 48" DIA.	5.55	(N) 8.50 = 5.35	SOLOID	108+182.20	3288.9387
CB 186	2 - 48" DIA.	5.50	(N) 8.50 = 5.40	SOLOID	109+184.20	3338.3387
CB 187	2 - 48" DIA.	5.45	(N) 8.50 = 5.45	SOLOID	110+186.20	3387.7387
CB 188	2 - 48" DIA.	5.40	(N) 8.50 = 5.50	SOLOID	111+188.20	3437.1387
CB 189	2 - 48" DIA.	5.35	(N) 8.50 = 5.55	SOLOID	112+190.20	3486.5387
CB 190	2 - 48" DIA.	5.30	(N) 8.50 = 5.60	SOLOID	113+192.20	3535.9387
CB 191	2 - 48" DIA.	5.25	(N) 8.50 = 5.65	SOLOID	114+194.20	3585.3387
CB 192	2 - 48" DIA.	5.20	(N) 8.50 = 5.70	SOLOID	115+196.20	3634.7387
CB 193	2 - 48" DIA.	5.15	(N) 8.50 = 5.75	SOLOID	116+198.20	3684.1387
CB 194	2 - 48" DIA.	5.10	(N) 8.50 = 5.80	SOLOID	117+200.20	3733.5387
CB 195	2 - 48" DIA.	5.05	(N) 8.50 = 5.85	SOLOID	118+202.20	3782.9387
CB 196	2 - 48" DIA.	5.00	(N) 8.50 = 5.90	SOLOID	119+204.20	3832.3387
CB 197	2 - 48" DIA.	4.95	(N) 8.50 = 5.95	SOLOID	120+206.20	3881.7387
CB 198	2 - 48" DIA.	4.90	(N) 8.50 = 6.00	SOLOID	121+208.20	3931.1387
CB 199	2 - 48" DIA.	4.85	(N) 8.50 = 6.05	SOLOID	122+210.20	3980.5387
CB 200	2 - 48" DIA.	4.80	(N) 8.50 = 6.10	SOLOID	123+212.20	4029.9387

STRUCTURE TABLE

CB NO.	CB TYPE	G.E.	INVERTS	GRATE TYPE/ MANHOLE LID	STATION	OFFSET
CB 201	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	8.18' LY
CB 202	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	25.18' RT
CB 203	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	42.18' RT
CB 204	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	59.18' RT
CB 205	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	76.18' RT
CB 206	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	93.18' RT
CB 207	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	110.18' RT
CB 208	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	127.18' RT
CB 209	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	144.18' RT
CB 210	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	161.18' RT
CB 211	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	178.18' RT
CB 212	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	195.18' RT
CB 213	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	212.18' RT
CB 214	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	229.18' RT
CB 215	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	246.18' RT
CB 216	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	263.18' RT
CB 217	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	280.18' RT
CB 218	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	297.18' RT
CB 219	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	314.18' RT
CB 220	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	331.18' RT
CB 221	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	348.18' RT
CB 222	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	365.18' RT
CB 223	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	382.18' RT
CB 224	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	399.18' RT
CB 225	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	416.18' RT
CB 226	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	433.18' RT
CB 227	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	450.18' RT
CB 228	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	467.18' RT
CB 229	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	484.18' RT
CB 230	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	501.18' RT
CB 231	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	518.18' RT
CB 232	2 - 48" DIA.	8.70	(N) 8.50 = 0.55	STANDARD	31+18.00	535.18' RT
CB 233	2 - 48" DIA.					

Exhibit 12  
Transferred Sewer Infrastructure Easement

**EXHIBIT A**

**SANITARY SEWER EASEMENT LEGAL DESCRIPTION**

A STRIP OF LAND 30 FEET WIDE OVER AND ACROSS TRACT B BOUNDARY LINE ADJUSTMENT BLA# 16-004 ACCORDING TO THE MAP THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 201701115003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, WHOSE CENTERLINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT B;  
THENCE NORTH 74°57'51" EAST ALONG THE NORTH LINE OF SAID TRACT B FOR A DISTANCE OF 25.61 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 17°06'32" EAST FOR A DISTANCE OF 82.82 FEET TO A POINT HEREIN AFTER KNOWN AS POINT "A";  
THENCE CONTINUING SOUTH 17°06'32" EAST FOR A DISTANCE OF 84.75 FEET TO A POINT HEREIN AFTER KNOWN AS POINT "B";  
THENCE CONTINUING SOUTH 17°06'32" EAST FOR A DISTANCE OF 63.23 FEET;  
THENCE SOUTH 13°10'28" EAST FOR A DISTANCE OF 72.34 FEET;  
THENCE SOUTH 14°59'06" EAST FOR A DISTANCE OF 161.59 FEET TO A POINT HEREIN AFTER KNOWN AS POINT "C";  
THENCE CONTINUING SOUTH 14°59'06" EAST FOR A DISTANCE OF 66.74 FEET;  
THENCE SOUTH 15°08'00" EAST FOR A DISTANCE OF 266.17 FEET TO A POINT HEREIN AFTER KNOWN AS POINT "D";  
THENCE CONTINUING SOUTH 15°08'00" EAST FOR A DISTANCE OF 28.06 FEET;  
THENCE SOUTH 14°43'25" EAST FOR A DISTANCE OF 303.57 FEET TO A POINT HEREIN AFTER KNOWN AS POINT "E";  
THENCE CONTINUING SOUTH 14°43'25" EAST FOR A DISTANCE OF 255.91 FEET;  
THENCE SOUTH 14°16'38" EAST FOR A DISTANCE OF 91.96 FEET TO A POINT HEREIN AFTER KNOWN AS POINT "F";  
THENCE CONTINUING SOUTH 14°16'38" EAST FOR A DISTANCE OF 176.31 FEET;  
THENCE NORTH 74°44'43" EAST FOR A DISTANCE OF 534.42 FEET TO A POINT HEREIN AFTER KNOWN AS POINT "G";  
THENCE CONTINUING NORTH 74°44'43" EAST FOR A DISTANCE OF 62.67 FEET TO A POINT HEREIN AFTER KNOWN AS POINT "H";  
THENCE CONTINUING NORTH 74°44'43" EAST FOR A DISTANCE OF 28.21 FEET TO THE EAST LINE OF TRACT B AND THE TERMINUS OF HEREIN DESCRIBED CENTERLINE.

TOGETHER WITH A STRIP OF LAND 30 FEET WIDE WHOSE CENTER IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "A";  
THENCE NORTH 74°40'41" EAST FOR A DISTANCE OF 385.87 FEET;

THENCE NORTH 74°36'16" EAST FOR A DISTANCE OF 4.00 FEET TO A POINT HEREIN AFTER KNOWN AS POINT "I";

THENCE CONTINUING NORTH 74°36'16" EAST FOR A DISTANCE OF 234.11 FEET TO THE EAST LINE OF SAID TRACT B AND THE TERMINUS OF HEREIN DESCRIBED CENTERLINE.

TOGETHER WITH A STRIP OF LAND 30 FEET WIDE WHOSE CENTER IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "B";

THENCE NORTH 75°00'00" EAST 28.37 FEET TO THE EAST LINE OF SAID TRACT B AND TO THE TERMINUS OF HEREIN DESCRIBED CENTERLINE.

TOGETHER WITH A STRIP OF LAND 30 FEET WIDE WHOSE CENTER IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "C";

THENCE NORTH 75°00'00" EAST 28.53 FEET TO THE EAST LINE OF SAID TRACT B AND TO THE TERMINUS OF HEREIN DESCRIBED CENTERLINE.

TOGETHER WITH A STRIP OF LAND 30 FEET WIDE WHOSE CENTER IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "D";

THENCE NORTH 75°00'00" EAST 28.14 FEET TO THE EAST LINE OF SAID TRACT B AND TO THE TERMINUS OF HEREIN DESCRIBED CENTERLINE.

TOGETHER WITH A STRIP OF LAND 30 FEET WIDE WHOSE CENTER IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "E";

THENCE NORTH 75°00'00" EAST 29.75 FEET TO THE EAST LINE OF SAID TRACT B AND TO THE TERMINUS OF HEREIN DESCRIBED CENTERLINE.

TOGETHER WITH A STRIP OF LAND 30 FEET WIDE WHOSE CENTER IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "F";

THENCE NORTH 75°00'00" EAST 32.36 FEET TO THE EAST LINE OF SAID TRACT B AND TO THE TERMINUS OF HEREIN DESCRIBED CENTERLINE.

TOGETHER WITH A STRIP OF LAND 30 FEET WIDE WHOSE CENTER IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "G";

THENCE SOUTH 14°51'53" EAST FOR A DISTANCE OF 21.08 FEET TO THE SOUTH LINE OF SAID TRACT B AND TO THE TERMINUS OF HEREIN DESCRIBED CENTERLINE.

TOGETHER WITH A STRIP OF LAND 30 FEET WIDE WHOSE CENTER IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "H";  
THENCE SOUTH 14°51'59" EAST FOR A DISTANCE OF 46.91 FEET TO THE SOUTH LINE OF SAID TRACT B AND TO THE TERMINUS OF HEREIN DESCRIBED CENTERLINE.

BEGINNING AT THE AFOREMENTIONED POINT "I";  
THENCE SOUTH 15°00'00" EAST FOR A DISTANCE OF 27.31 FEET TO THE SOUTH LINE OF SAID TRACT B AND TO THE TERMINUS OF HEREIN DESCRIBED CENTERLINE.

THE SIDELINE OF SAID 30 FOOT EASEMENT TO BE EXTENDED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE MARGINS OF SAID TRACT B.

TOGETHER WITH:

THAT PORTION OF TRACT D OF BOUNDARY LINE ADJUSTMENT BLA# 16-004 ACCORDING TO THE MAP THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 201701115003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT D;  
THENCE NORTH 15°02'09" WEST ALONG THE WEST LINE OF SAID TRACT D FOR A DISTANCE OF 23.88 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING NORTH 15°02'09" WEST ALONG THE WEST LINE OF SAID TRACT D FOR A DISTANCE OF 43.25 FEET; TO THE NORTH LINE OF SAID TRACT D;  
THENCE NORTH 75°26'05" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 29.48 FEET;  
THENCE SOUTH 14°51'53" EAST FOR A DISTANCE OF 42.89 FEET;  
THENCE SOUTH 74°44'43" WEST FOR A DISTANCE OF 29.35 FEET TO THE WEST LINE OF SAID TRACT D AND THE TRUE POINT OF BEGINNING.

TOGETHER WITH A STRIP OF LAND 30 FEET WIDE WHOSE CENTER IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT A OF AMENDED BOUNDARY LINE ADJUSTMENT BLA# 10-003 ACCORDING TO THE MAP THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 201207265001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

THENCE NORTH 74°57'51" EAST ALONG THE SOUTH LINE OF SAID TRACT A FOR A DISTANCE OF 25.61 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 17°06'32" WEST FOR A DISTANCE OF 54.98 FEET;

THENCE NORTH 14°21'28" WEST FOR A DISTANCE OF 224.43 FEET TO A POINT HEREIN AFTER KNOWN AS POINT "J";

THENCE NORTH 14°41'49" WEST FOR A DISTANCE OF 206.34 FEET;

THENCE NORTH 14°59'54" WEST FOR A DISTANCE OF 307.64 FEET TO A POINT HEREIN AFTER KNOWN AS POINT "K" AND TO THE TERMINUS OF HEREIN DESCRIBED CENTERLINE.

TOGETHER WITH A STRIP OF LAND 30 FEET WIDE WHOSE CENTER IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "J";

THENCE NORTH 75°00'00" EAST FOR A DISTANCE OF 20.22 FEET TO THE EAST LINE OF SAID TRACT A TO THE TERMINUS OF HEREIN DESCRIBED CENTERLINE.

THE SIDELINE OF SAID 30 FOOT EASEMENT TO BE EXTENDED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE MARGINS OF SAID TRACT A.

TOGETHER WITH:

BEGINNING AT THE AFOREMENTIONED POINT "K";

THENCE SOUTH 75°05'15" WEST 27.70 FEET TO THE WEST LINE OF TRACT A OF SAID BOUNDARY LINE ADJUSTMENT;

THENCE NORTH 15° 02' 09" WEST 102.96 FEET ALONG SAID WEST LINE;

THENCE NORTH 74° 57' 51" EAST 29.21 FEET;

THENCE SOUTH 15° 00' 00" EAST 54.64 FEET;

THENCE NORTH 74° 57' 56" EAST 39.68 FEET TO THE EAST LINE OF SAID TRACT A;

THENCE NORTH 73° 04' 33" EAST 15.21 FEET ALONG SAID EAST LINE;

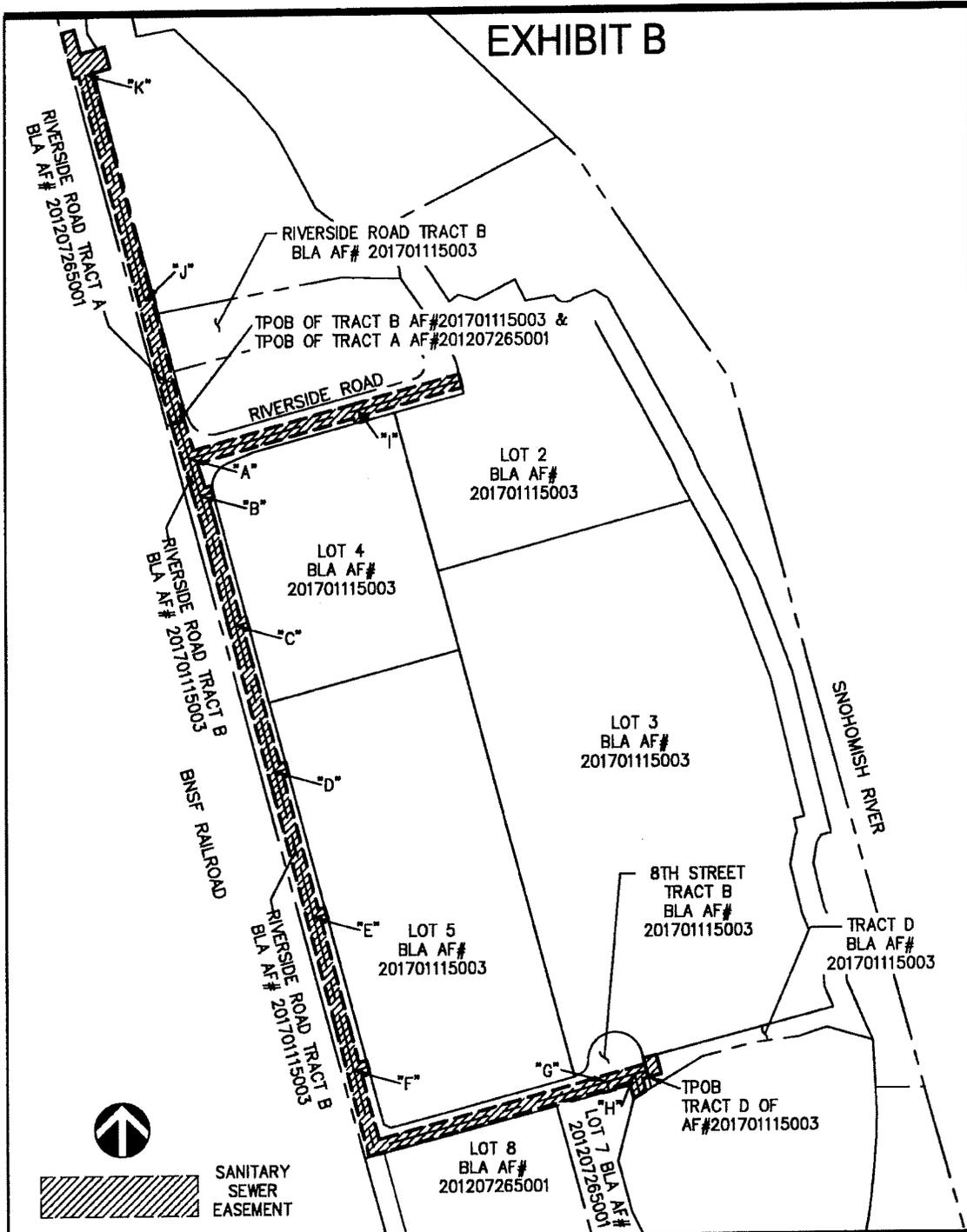
THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 14° 54' 45" EAST 49.00 FEET;

THENCE CONTINUING ALONG SAID EAST LINE AND ITS PROLONGATION, SOUTH 75° 05' 15" WEST 56.24 FEET TO THE POINT OF BEGINNING. .

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

SEE EXHIBIT B

# EXHIBIT B



SANITARY SEWER EASEMENT

## EXHIBIT B

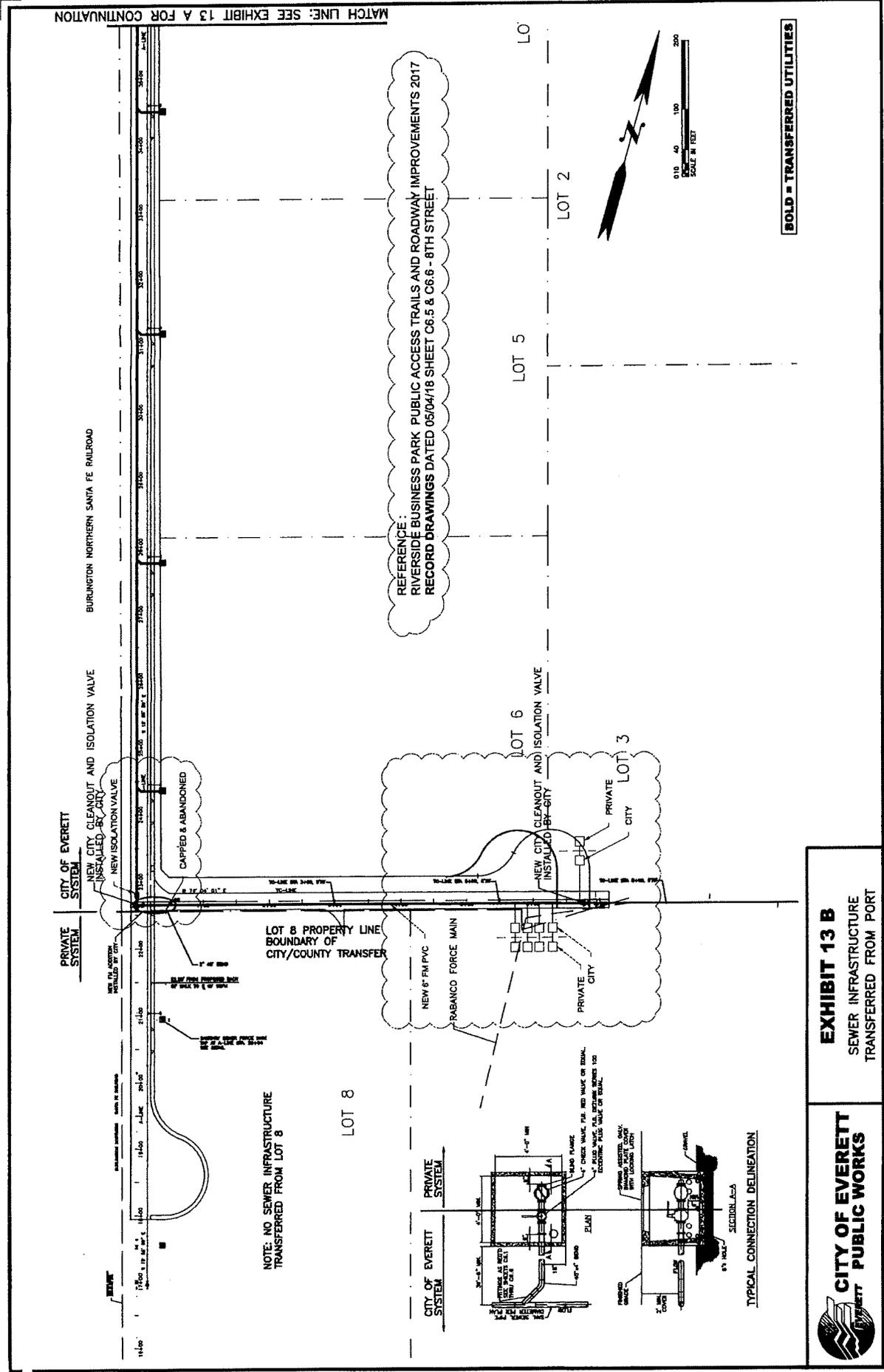
DATE: 5-18-2018      DESIGN: G.J.A.  
 SV-EM-01-PEVTD057-SS ESMT  
 PEVTD057      DRAWN: G.J.A.



**DAVID EVANS ASSOCIATES, INC.**  
 1820 W. Marine View Drive, Suite 200  
 Everett, Washington 98201  
 Phone: 425.259.4090

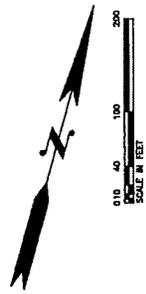
## TRACT A, B, AND D SANITARY SEWER EASEMENT

Small text at the bottom left corner, likely a file path or reference code.



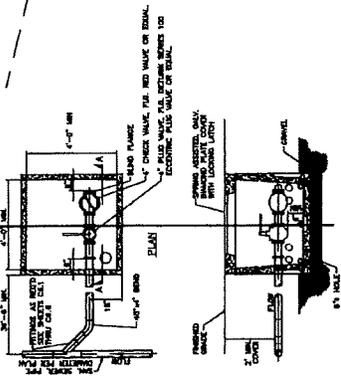
MATCH LINE: SEE EXHIBIT 13 A FOR CONTINUATION

REFERENCE:  
RIVERSIDE BUSINESS PARK PUBLIC ACCESS TRAILS AND ROADWAY IMPROVEMENTS 2017  
RECORD DRAWINGS DATED 05/04/18 SHEET C6.5 & C6.6 - 8TH STREET



**BOLD = TRANSFERRED UTILITIES**

NOTE: NO SEWER INFRASTRUCTURE  
TRANSFERRED FROM LOT 8



**EXHIBIT 13 B**  
SEWER INFRASTRUCTURE  
TRANSFERRED FROM PORT



Exhibit 13  
Transferred Sewer Infrastructure

Exhibit 14  
Right of Way Easement on Access Roads

**EXHIBIT A**

**RIGHT OF WAY EASEMENT LEGAL DESCRIPTION**

TRACT A OF AMENDED BOUNDARY LINE ADJUSTMENT BLA# 10-003 ACCORDING TO THE MAP THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 201207265001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

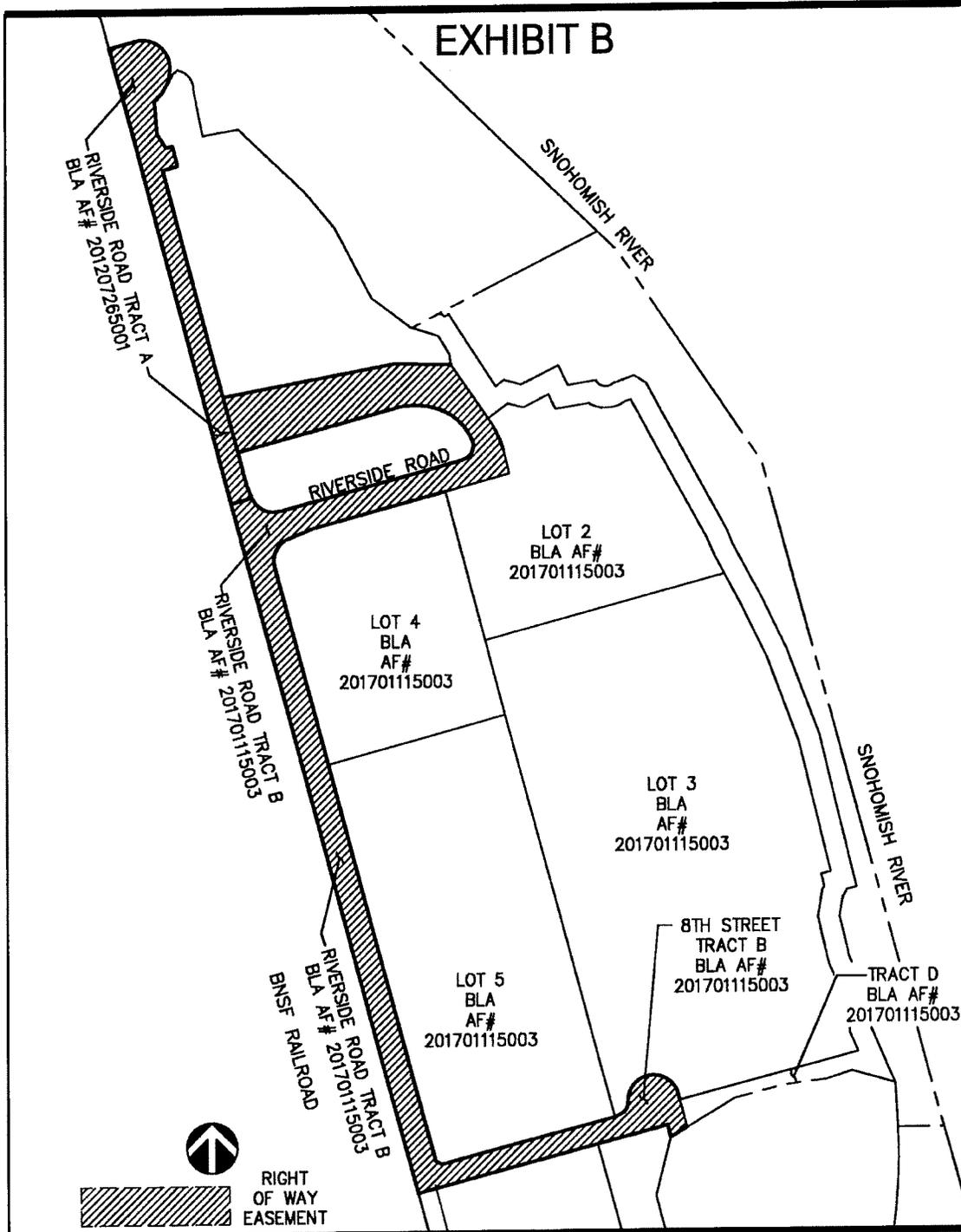
AND

TRACT B OF BOUNDARY LINE ADJUSTMENT BLA# 16-004 ACCORDING TO THE MAP THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 201701115003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

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

SEE EXHIBIT B

# EXHIBIT B



## EXHIBIT B

DATE: 5-9-2018      DESIGN: G.L.A.

FILE: PEV10057 / SV-EJ-02-PEV10057-RW      DRAWN: G.L.A.



**DAVID EVANS ASSOCIATES** INC.  
1620 W. Marine View Drive, Suite 200  
Everett, Washington 98201  
Phone: 425.259.4090

## RIGHT OF WAY EASEMENT EXHIBIT MAP



Resolution that authorizes applying for grant funding managed through the Washington State Recreation and Conservation Office and designates authorized representatives to act on behalf of the City of Everett

### City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

**Project** Thornton Creek (Tributary to Silver Lake) Culvert Replacement

**Partner/Supplier :**

**Location:** Thornton A. Sullivan Park at Silver Lake

**Preceding action:**

**Fund:**

**Agenda dates requested:**  
June 10, 2020

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

**Budget amendment:**  
Yes  No  X

**PowerPoint presentation:**  
Yes  No  X

**Attachments:**  
Resolution, Grant Form

**Department(s) involved:**  
Public Works, Parks, Legal

**Contact person:**  
Richard Tarry

**Phone number:**  
425 257 8922

**Email:**  
rtarry@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

#### Project summary statement:

This project would restore a natural connection between the Thornton Creek tributary and Silver Lake by removing the existing 400-foot culvert that currently runs under Thornton A. Sullivan Park and outlets at the park's beach.

The project is a programmatic part of the city's current Surface Water Comprehensive Plan to improve fish passage and aquatic and riparian habitat connectivity in the Penny Creek Basin and the Lake Washington Watershed.

Funding will be requested from the Washington Department of Fish and Wildlife Brian Abbott Fish Barrier Removal Board. The grant will fund planning and design of a future construction project to integrate a restored stream channel into Thornton A. Sullivan Park.

If awarded in the 2021 – 2023 state biennium, the \$188,000 grant will fund the design of the project. The city's required match will be \$34,500 of in-kind staff time. The grant is managed by the Washington State Recreation and Conservation Office.

**RECOMMENDATION:** Adopt Resolution that authorizes applying for grant funding and designates authorized representatives to act on behalf of the City of Everett with respect to the grant agreement managed by the Washington State Recreation and Conservation Office for the Thornton Creek (Tributary to Silver Lake) Culvert Replacement project.





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

**A RESOLUTION regarding grant funding managed through the Washington State Recreation and Conservation Office for the THORNTON CREEK (TRIBUTARY TO SILVER LAKE) CULVERT REPLACEMENT project**

**WHEREAS,**

- A. This resolution authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of the City and to legally bind the City with respect to the above Project(s) for which the City seeks grant funding assistance managed through the Recreation and Conservation Office (Office).
- B. Grant assistance is requested by the City to aid in financing the cost of the Project(s) referenced above. In this resolution, the City is referred to as "our organization."

**NOW, THEREFORE, BE IT RESOLVED THAT:**

- 1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
- 2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/ positions) to execute the following documents binding our organization on the above projects:

<b>Grant Document</b>	<b>Name of Signatory or Title of Person Authorized to Sign</b>
Grant application (submission thereof)	Public Works Director
Project contact (day-to -day administering of the grant and communicating with the RCO)	Public Works Director or designee
RCO Grant Agreement (Agreement)	Mayor
Agreement amendments	Mayor

Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Mayor
---	-------

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEBSITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAqreement.pdf> . We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/ document
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non -cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights " for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor . Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.
12. [for Development, Renovation, Enhancement, and Restoration Projects Only- If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only- If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.31 O.
15. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

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

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

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

This resolution is on file with the City Clerk.

This Applicant Resolution/Authorization was adopted by the during the meeting held:

Location: \_\_\_\_\_ Date: \_\_\_\_\_



# Grant Application Approval Form

Date 12-Dec-19 Department Public Works

Grant Title THORNTON CREEK (TRIBUTARY TO SILVER LAKE) CULVERT REPLACEMENT Grant Administrator Richard Tarry  
 ext. 8922

**Grant Description/Purpose**

This grant is for planning and design funds to develop a project to restore a natural connection between the Thornton tributary and Silver Lake by removing the existing culvert and providing a spawning opportunity for resident kokanee and other salmonids. It will provide access to the only spawning and in stream rearing habitat available to resident and migratory fish species upstream of the lake. The grant will facilitate assembly of an internal team to explore how best to integrate the restored stream channel into Thornton A. Sullivan Park. Additional funding will be pursued to allow design of park features outside of the stream elements with the hope that the fish barrier removal can be incorporated into a larger revitalization of the popular, but aging, park. The design process will be structured to allow the project to apply for construction funding in the subsequent FBRB grant cycle. This project is a programmatic part of the current Surface Water Comprehensive Plan to improve fish passage and aquatic and riparian habitat connectivity in the Penny Creek Basin and the Lake Washington

- Does the granting agency require indemnification?  YES  NO
- Does the grant encumber assets into the future  YES  NO
- Does the grant create ongoing programmatic impacts?  YES  NO
- Does this grant have non-supplanting rules?  YES  NO
- Does this grant have a required match?  YES  NO
- What type of match is required?  MONETARY  IN-KIND  N/A
- What is the required match amount? \_\_\_\_\_
- Will a budget amendment be required?  YES  NO  N/A
- Estimated budget amendment amount? \_\_\_\_\_  N/A
- Equipment replacement lifecycle? Year \_\_\_\_\_ Amount \_\_\_\_\_  N/A

**Estimated Financial Impact**

	<u>Year 1 2020</u>	<u>Year 2 2021</u>	<u>Year 3 2022</u>	<u>Year 4 2023</u>	<u>Year 5 2024</u>
<b>Grant Revenue</b>		\$ 188,000			

**Required Expenditures from Current Resources**

Grant Application Prep					
Grant Administration					
Grant Match - Monetary					
Grant Match - Labor		34,500			
Additional Labor Not Covered by Grant	-				
Additional M&O Not Covered by Grant	-				
<b>Total</b>	\$ -	\$ 34,500	\$ -	\$ -	\$ -

Required Expenditures from Current Resources as a Percent of Grant Amount 18%



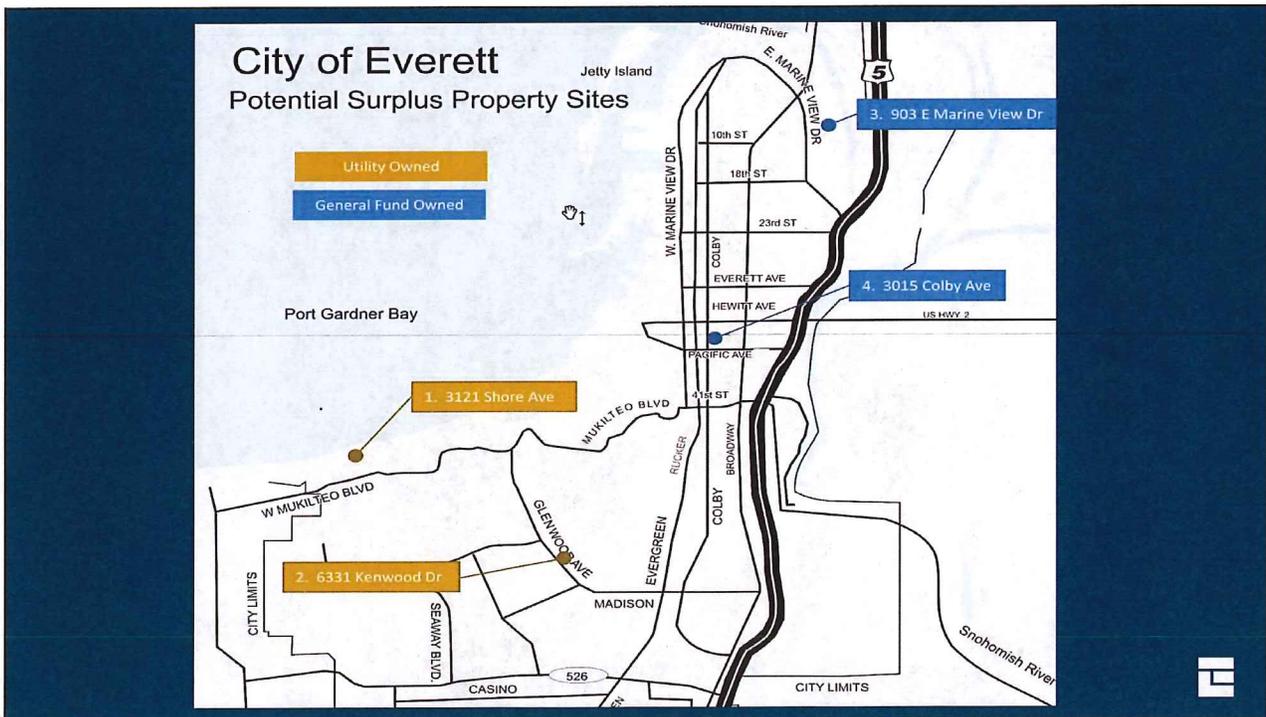
# Agenda Item 3

## City of Everett

### Proposed Surplus Properties



1



2

## #1 – 3121 SHORE AVE



- **Zone:** R-S
- **Lot Size:** 0.50 Acres
- **Value:** \$510,000
- **Fund:** Utilities
- **Year Acquired:** 2015
- **Original City Purpose:** Stormwater Conveyance Through Site To Outfall



3

## #2 – 6331 KENWOOD DRIVE



- **Zone:** R-2
- **Lot Size:** 0.50 Acres
- **Value:** \$170,000
- **Fund:** Utilities
- **Year Acquired:** 1961
- **Original City Purpose:** Proposed Sewer Lift Station Site – Lift Station Never Built



4

## WOOD CREEK – VALLEY VIEW Removed from Consideration

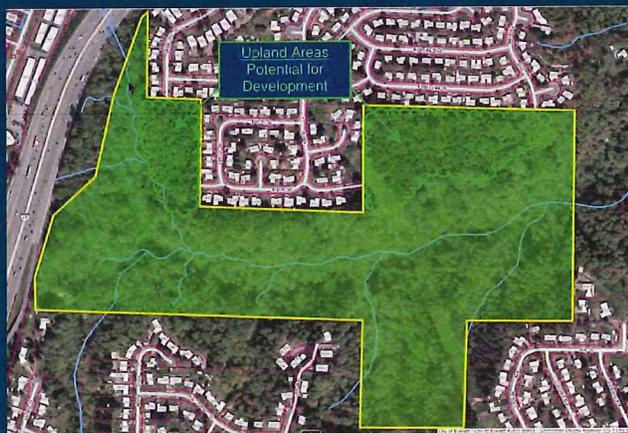


- **Zone:** R-1
- **Lot Size:** 92.50 Acres
- **Value:** \$3,000,000
- **Fund:** Utilities
- **Year Acquired:** 1916
- **Original City Purpose:** Municipal Domestic Water Supply



5

## WOOD CREEK – VALLEY VIEW Removed from Consideration



- Approx. 15 Acres of Potentially Developable Upland
- Remaining 77.5 Acres is Environmentally Protected as Steep Slope Areas and Streams.



6

### #3 – 903 EAST MARINE VIEW DRIVE

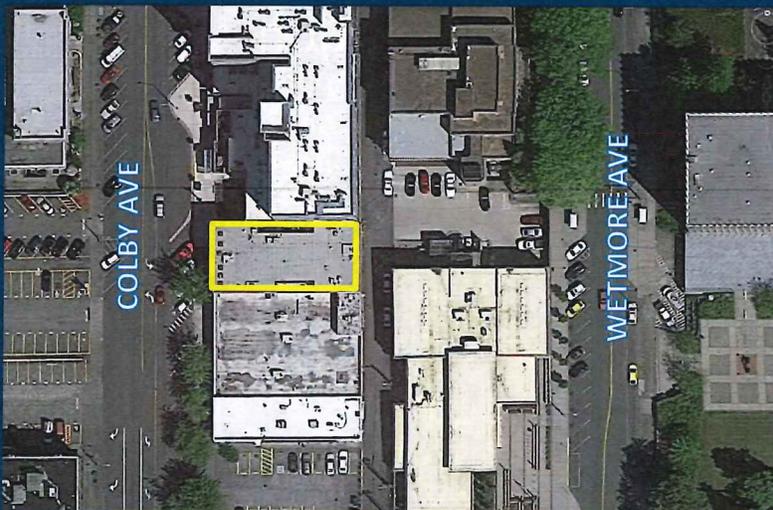


- **Zone:** R-4
- **Lot Size:** 0.10 Acres
- **Value:** \$15,000
- **Fund:** General Budget
- **Year Acquired:** 1969
- **Original Purpose:**  
None - Remnant  
Parcel City Acquired  
Due To Unpaid LID  
Assessment



7

### #4 – 3015 COLBY AVE – CULMBACK BUILDING



- **Zone:** UM
- **Lot Size:** 0.13 Acres
- **Value:** TBD Appraisal
- **Fund:** General Budget
- **Year Acquired:** 1990
- **Original City Purpose:**  
Office Space



8

## #4 – 3015 COLBY AVE – CULMBACK BUILDING



- **Year Built:** 1924
- **Architect:** Andrew Willatson
- **Built by:** Chris Culmback
- Placed on Everett Register – 1988
- Façade main historic element “Vernacular Late Victorian”



9

# -Discussion- City of Everett Proposed Surplus Properties



10





**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.

---

Councilperson Introducing Resolution

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

---

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.

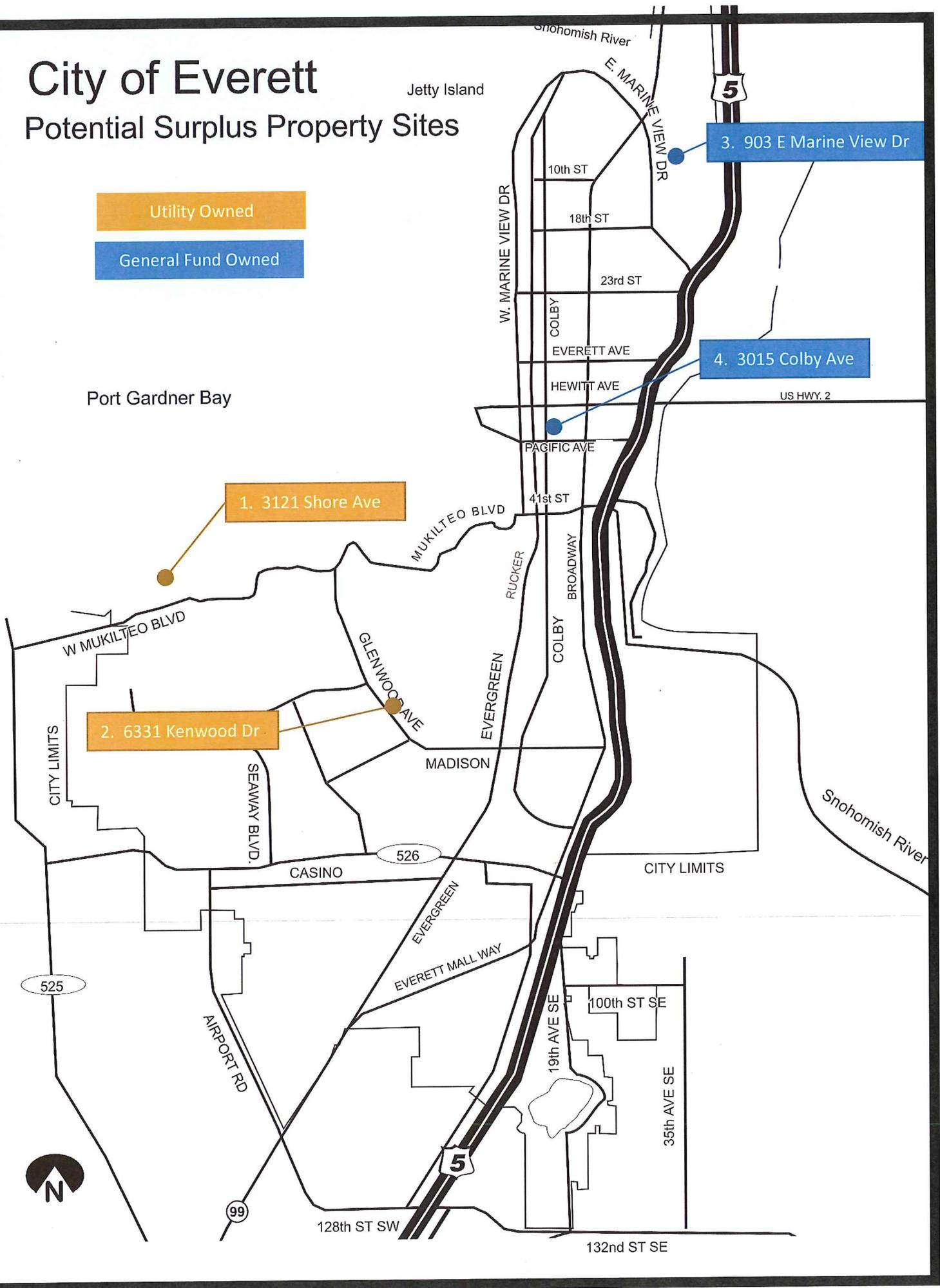
SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD, IF ANY.

# City of Everett

## Potential Surplus Property Sites

Utility Owned

General Fund Owned



1. 3121 Shore Ave

2. 6331 Kenwood Dr

3. 903 E Marine View Dr

4. 3015 Colby Ave



**Project title:**

An Ordinance Establishing Interim Regulations for Flood Damage Prevention, Repealing Section 3 of Ordinance No. 1847-92, as amended (EMC 19.04.030); Repealing Section 30 of Ordinance No. 1671-89, as amended (EMC Chapter 19.30); Amending Related Sections of Ordinance No. 1671-89, as amended; Declaring a Public Emergency to Exist; and Establishing an Expiration Date Consistent with RCW 36.70A.390.

**Council Bill #** *interoffice use*

CB 2006-38

**Agenda dates requested:**

6-10, 6-17, 6-24

Briefing

Proposed action

Consent

**Action June 10, 2020**

Ordinance

Public hearing

No

**Budget amendment:**

No

**PowerPoint presentation:**

No

**Attachments:**

Ordinance

**Department(s) involved:**

Planning

**Contact person:**

Steve Ingalsbe

**Phone number:**

425 257-7135

**Email:**

singalsbe@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Project:** Flood Damage Prevention Ordinance

**Partner/Supplier :** N/A

**Location:** City-wide

**Preceding action:** None

**Fund:** N/A

**Fiscal summary statement:** N/A

**Project summary statement:**

The City of Everett has several areas within the City that are subject to periodic flooding or have the potential to experience damages from flood waters during storm events. The City of Everett participates in the National Flood Insurance Program (NFIP) so properties in Everett remain eligible for flood insurance. The City's current flood hazard regulations were last updated in 2005.

The Federal Emergency Management Agency (FEMA) periodically updates the Flood Insurance Study for Snohomish County, to provide more accurate information concerning flood risks and impact, including properties located in Everett. FEMA has adopted new Flood Insurance Rate Maps that change the areas in Everett that are expected to be vulnerable to damages from flood events.

FEMA has established a deadline of June 19, 2020, for local jurisdictions to adopt revised flood damage prevention regulations.

The attached Ordinance establishes interim Flood Damage Prevention regulations consistent with FEMA's recommended regulations. Due to the COVID-19 pandemic, the City will not be able to hold Planning Commission meetings and public hearings to take public comments as it normally would to amend zoning regulations. The ordinance, consistent with State law, requires the City Council to hold a public hearing within 60 days of adopting the interim regulations. The regulations will be effective for six-months, unless extended by the City Council.

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

Adopt Ordinance Establishing Interim Regulations for Flood Damage Prevention, Repealing Section 3 of Ordinance No. 1847-92, as amended (EMC 19.04.030); Repealing Section 30 of Ordinance No. 1671-89, as amended (EMC Chapter 19.30); Amending Related Sections of Ordinance No. 1671-89, as amended; Declaring a Public Emergency to Exist; and Establishing an Expiration Date Consistent with RCW 36.70A.390.



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

AN ORDINANCE ESTABLISHING INTERIM REGULATIONS FOR FLOOD DAMAGE PREVENTION, REPEALING SECTION 3 OF ORDINANCE NO. 1847-92, AS AMENDED (EMC 19.04.030); REPEALING SECTION 30 OF ORDINANCE NO. 1671-89, AS AMENDED (EMC CHAPTER 19.30); AMENDING RELATED SECTIONS OF ORDINANCE NO. 1671-89, AS AMENDED; DECLARING A PUBLIC EMERGENCY TO EXIST, AND ESTABLISHING AN EXPIRATION DATE CONSISTENT WITH RCW 36.70A.390.

WHEREAS, the City Council finds the following:

1. The City of Everett has several areas within the City that are subject to periodic flooding or have the potential to experience damages from flood waters during storm events.
2. The City of Everett participates in the National Flood Insurance Program (NFIP) so properties in Everett remain eligible for flood insurance.
3. The Federal Emergency Management Agency (FEMA) periodically updates Flood Insurance Study for Snohomish County, to provide more accurate information concerning flood risks and impact, including properties located in Everett.
4. FEMA has established a deadline of June 19, 2020, for local jurisdictions to adopt revised flood damage prevention regulations to minimize the potential for damages from flood events.
5. The City's current flood hazard regulations were last updated in 2005.
6. FEMA has adopted new Flood Insurance Rate Maps that change the areas in Everett that are expected to be vulnerable to damages from flood events.
7. A new set of Flood Damage Prevention regulations have been proposed by FEMA for local jurisdictions to use to implement the requirements of the NFIP.
8. Due to the COVID-19 pandemic and the Governor's Stay at Home, Stay Healthy orders, the City will not be able to follow its normal process to hold Planning Commission meetings, or take public comments at public hearings for amendments to the Zoning Code prior to the FEMA-required date for local jurisdictions to have adopted and effective new Flood Damage Prevention regulations.

9. RCW 36.70A.390 allows the City Council to establish interim zoning controls without holding a public hearing, provided that it holds a public hearing within 60 days after the adoption of this ordinance.
10. These circumstances create a time-sensitive action requiring the use of an interim zoning ordinance establishing zoning regulations that will enable properties in Everett to be eligible for flood insurance until such time as non-interim regulations can be established following the City's normal code amendment processes.
11. The City Council finds that it is in the public interest to adopt this interim Ordinance and that such Ordinance is necessary for the immediate protection of the public health, safety, property, or peace.

**NOW, THEREFORE, THE CITY OF EVERETT ORDAINS THE FOLLOWING:**

**Section 1.** FINDINGS OF FACT. The Recitals set forth above are adopted as the Findings of Fact required pursuant to RCW 36.70A.390.

**Section 2.** REPEALER. Section 3 of Ordinance No. 1847-92, as amended (EMC 19.04.030, Floodplain Overlay Zone Definitions), is hereby repealed.

**Section 3.** REPEALER. Section 30 of Ordinance No. 1671-89, as amended (EMC Chapter 19.30 Floodplain Overlay Districts and Regulations), is hereby repealed.

**Section 4.** Subsection 040 of Section 1 of Ordinance No. 1671-89, as amended (EMC 19.01.040), which reads as follows:

**Establishment of overlay zones.**

In certain instances, special circumstances warrant the application of special regulations or administrative processes to specific areas. In order to apply these special regulations or administrative processes, the following overlay zones are established:

FWD	floodway district
UFFD	urban flood fringe district
RFFD	rural flood fringe district
PRD	planned residential development
H	historic

D	design compatibility
CO	clinic and office
PD	planned development
MHP	mobilehome park
AC	airport compatibility
CRA	core residential area

**Is hereby amended to read as follows:**

**Establishment of overlay zones.**

In certain instances, special circumstances warrant the application of special regulations or administrative processes to specific areas. In order to apply these special regulations or administrative processes, the following overlay zones are established:

<del>FWD</del>	<del>floodway district</del>
<del>UFFD</del>	<del>urban flood fringe district</del>
<del>RFFD</del>	<del>rural flood fringe district</del>
PRD	planned residential development
H	historic
D	design compatibility
CO	clinic and office
PD	planned development
MHP	mobilehome park
AC	airport compatibility
CRA	core residential area

**Section 5.** Subsection 050.F of Section 1 of Ordinance No. 1671-89, as amended (EMC 19.01.050.F), which reads as follows:

F. Overlay Zones.

1. Floodplain Overlay Zones. The purpose of the floodplain overlay zones is to protect the public health, safety and welfare in areas subject to periodic inundation due to flooding, recognizing the fact that the Snohomish River periodically carries more than the normal flow of water and recognizing a desire to minimize loss of life and property. These regulations control the uses and regulate structures consistent with the degree of flood hazard. In advancing the general purposes of the zoning ordinance and the Everett general plan, the specific intent of the floodplain overlay zones is:

- a. To restrict or prohibit uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities;
- b. To require that uses vulnerable to floods, including public facilities which serve such uses, shall be protected against flood damage at the time of initial construction;
- c. To ensure that those who occupy the areas of special flood hazard assume responsibility for their actions;
- d. To ensure that potential buyers are notified that property is in an area of special flood hazard;
- e. To meet the minimum requirements of the National Flood Insurance Program, thus qualifying residents of the city to participate in the Federal Flood Insurance Program.

**Is hereby repealed.**

**Section 6.** Subsection 030.C of Section 3 of Ordinance No. 1671-89, as amended (EMC 19.03.030.C), which reads as follows:

C. Overlay Zone. Some properties are also located in an area in which an overlay zone exists, which will be indicated on the zone map with one of the symbols shown below, attached as a suffix to the use zone. An overlay zone is a secondary zone which applies additional regulations or special review procedures, and which cannot be established without being attached to one of the use zones. The following zones are overlay zones:

C-O	(clinic-office)
D	(design)
H	(historic)
PD	(planned development)
PRD	(planned residential development)

FWD	(floodway district)
UFFD	(urban flood fringe district)
RFFD	(rural flood fringe district)
I	(institutional)
AC	(airport compatibility)
CRA	(core residential area)

If the property you are interested in is included within one of the above-listed overlay zones, you should read the corresponding section in this title which pertains to that overlay zone.

**Is hereby amended to read as follows:**

C. Overlay Zone. Some properties are also located in an area in which an overlay zone exists, which will be indicated on the zone map with one of the symbols shown below, attached as a suffix to the use zone. An overlay zone is a secondary zone which applies additional regulations or special review procedures, and which cannot be established without being attached to one of the use zones. The following zones are overlay zones:

C-O	(clinic-office)
D	(design)
H	(historic)
PD	(planned development)
PRD	(planned residential development)
<del>FWD</del>	<del>(floodway district)</del>
<del>UFFD</del>	<del>(urban flood fringe district)</del>
<del>RFFD</del>	<del>(rural flood fringe district)</del>
I	(institutional)
AC	(airport compatibility)
CRA	(core residential area)

If the property you are interested in is included within one of the above-listed overlay zones, you should read the corresponding section in this title which pertains to that overlay zone.

**Section 7.** Subsection 090 of Section 6 of Ordinance No. 1671-89, as amended (EMC 10.06.090), which reads as follows:

**Overlay zones.**

In addition to the use zones listed in the use tables of Chapter 19.05, there may be overlay zones affecting a particular property which contain specific regulations which are not listed in the use tables of Chapter 19.05 or in the development standards table of this chapter. To determine if overlay zone regulations affect your property, check a current copy of the Everett Zoning Map to see if the zoning symbol for the area on the map in which your property is located includes one of the following suffixes:

“C-O”—Clinic-Office Overlay Zone, see Chapter 19.16.

“PD”—Planned Development Overlay Zone, see Chapter 19.29.

“RFD,” “RFFD,” “UFFD,”—Floodplain Overlay Districts, see Chapter 19.30.

“D”—Design Overlay Zone, see Chapter 19.31.

“PRD”—Planned Residential Overlay Zone, see Chapter 19.32.

“H”—Historic Overlay Zone, see Chapter 19.33.

“I”—Institutional Overlay Zone, see Chapter 19.33B.

“AC”—Airport Compatibility, see Chapter 19.17.

“CR”—Core Residential Area Overlay Zone, see Chapter 19.20.

If your property is in an overlay zone, refer to the applicable chapter listed above to see what additional regulations may apply to the property.

**Is hereby amended to read as follows:**

**Overlay zones.**

In addition to the use zones listed in the use tables of Chapter 19.05, there may be overlay zones affecting a particular property which contain specific regulations which are not listed in the use tables of Chapter 19.05 or in the development standards table of this chapter. To determine if overlay zone regulations affect your property, check a current copy of the Everett Zoning Map to see if the zoning symbol for the area on the map in which your property is located includes one of the following suffixes:

“C-O”—Clinic-Office Overlay Zone, see Chapter 19.16.

“PD”—Planned Development Overlay Zone, see Chapter 19.29.

~~“RFD,” “RFFD,” “UFFD,” Floodplain Overlay Districts, see Chapter 19.30.~~

“D”—Design Overlay Zone, see Chapter 19.31.

“PRD”—Planned Residential Overlay Zone, see Chapter 19.32.

“H”—Historic Overlay Zone, see Chapter 19.33.

“I”—Institutional Overlay Zone, see Chapter 19.33B.

“AC”—Airport Compatibility, see Chapter 19.17.

“CR”—Core Residential Area Overlay Zone, see Chapter 19.20.

If your property is in an overlay zone, refer to the applicable chapter listed above to see what additional regulations may apply to the property.

**Section 8.** INTERIM REGULATIONS. Exhibit A, attached hereto and incorporated as if fully set forth herein, is adopted as an interim regulation entitled “Flood Damage Prevention.”

**Section 9.** PUBLIC HEARING. Pursuant to RCW 36.70A.390, a public hearing on the interim official controls established by this Ordinance shall be held within sixty (60) days of the adoption of this Ordinance to hear and consider public comment.

**Section 10.** EXPIRATION. The City Council adopts this interim regulation under the authority of RCW 36.70A.390. Therefore, the interim controls adopted herein shall be in effect for a period of six (6) months from the effective date of this Ordinance and shall automatically expire after a period of six months, unless extended as provided by statute or otherwise superseded by action of Council, whichever occurs first.

**Section 11.** EFFECTIVE DATE. This Ordinance, passed by at least a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the immediate preservation of the public peace, health, property, or safety and for the immediate support of City government and its existing public institutions, shall be effective immediately upon its adoption as provided in RCW 35.63.200.

**Section 12.** SEVERABILITY. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

**Section 13.** CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

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

ATTEST:

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

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

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

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

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

# EXHIBIT "A"

## Interim Chapter 19.30 Flood Damage Prevention

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#### **19.30.010 User guide and purpose.**

The Legislature of the State of Washington has delegated the responsibility to local communities to adopt floodplain management regulations designed to promote the public health, safety, and general welfare of its citizenry.

The flood hazard areas of Everett are subject to periodic inundation, which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

These flood losses may be caused by the cumulative effect of obstructions in areas of special flood hazards that increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage also contribute to the flood loss.

It is the purpose of this chapter to promote the public health, safety, and general welfare; reduce the annual cost of flood insurance; and minimize public and private losses due to flood conditions in specific areas by provisions designed to protect human life and health; minimize expenditure of public money for costly flood control projects; minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public; minimize prolonged business interruptions; minimize damage to public facilities and utilities, such as water and gas mains; electric, telephone, and sewer lines; and streets and bridges located in flood hazard areas; help maintain a stable tax base by providing for the sound use and development of flood hazard areas so as to minimize blight areas caused by flooding; notify potential buyers that the property is in a Special Flood Hazard

Area; notify those who occupy flood hazard areas that they assume responsibility for their actions; and participate in and maintain eligibility for flood insurance and disaster relief.

**19.30.020 Lands to which this chapter applies.**

This chapter shall apply to all special flood hazard areas within the boundaries of Everett.

**19.30.030 Basis for establishing the areas of Special Flood Hazard**

The special flood hazard areas identified by the Federal Insurance Administrator in a scientific and engineering report entitled "The Flood Insurance Study (FIS) for Snohomish County, Washington and incorporated areas" dated June 19, 2020, and any revisions thereto, with accompanying Flood Insurance Rate Maps (FIRMs) dated June 19, 2020, and any revisions thereto, are hereby adopted by reference and declared to be a part of this chapter. The FIS and the FIRM are on file at 2930 Wetmore Avenue, Everett, WA 98201.

The best available information for flood hazard area identification as outlined in Section 19.30.080.C.2. shall be the basis for regulation until a new FIRM is issued that incorporates data utilized under Section 19.30.080.C.2.

**19.30.040 Compliance**

All development within special flood hazard areas is subject to the terms of this chapter and other applicable regulations. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Enforcement of the provisions of this chapter shall be performed in accordance with the procedures established in Chapter 1.20.

**19.30.050 Abrogation and greater restrictions**

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

**19.30.060 Warning and Disclaimer of Liability**

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of Everett, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

**19.30.080 Administration**

**A. Establishment of Development Permit.**

1. Development Permit Required. A development permit shall be obtained before construction or development begins within any area of special flood hazard established in Section 19.30.030. The permit shall be for all structures including manufactured homes, as set forth in Section 19.04.400, "Definitions," and for all development including fill and other activities, also as set forth in Section 19.30.400, "Flood Definitions."
2. Application for Development Permit. Application for a development permit shall be made on forms furnished by the Floodplain Administrator and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

- a) Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures recorded on a current elevation certificate with Section B completed by the Floodplain Administrator.
- b) Elevation in relation to mean sea level to which any structure has been floodproofed;
- c) Where a structure is to be floodproofed, certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet floodproofing criteria in Section 19.30.090.B.2;
- d) Description of the extent to which a watercourse will be altered or relocated as a result of proposed development;
- e) Where a structure is proposed in a VE zone, a V-zone design certificate;
- f) Where development is proposed in a floodway, an engineering analysis indication no rise of the Base Flood Elevation, and
- g) Any other such information that may be reasonably required by the Floodplain Administrator in order to review the application.

**B. Designation of the Floodplain Administrator.**

The planning director is hereby appointed to administer, implement, and enforce this chapter by granting or denying development permits in accordance with its provisions. The planning director may delegate authority to implement these provisions.

**C. Duties & Responsibilities of the Floodplain Administrator**

1. Duties of the Floodplain Administrator shall include, but not be limited to the review of all development permits to determine that:
  - a) the permit requirements of this chapter have been satisfied;
  - b) all other required state and federal permits have been obtained;
  - c) the site is reasonably safe from flooding;
  - d) the proposed development is not located in the floodway. If located in the floodway, assure the encroachment provisions of Section 19.30.090.D.1 (no rise standard) are met;
  - e) Notify FEMA when annexations occur in the Special Flood Hazard Area.
2. Use of Other Base Flood Data (In A and V Zones). When base flood elevation data has not been provided (in A or V zones) in accordance with Section 19.30.030, Basis For Establishing The Areas Of Special Flood Hazard, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer Sections 19.30.090.B, SPECIFIC STANDARDS, and 19.30.090.D, FLOODWAYS.
3. Information to be Obtained and Maintained
  - a) Where base flood elevation data is provided through the FIS, FIRM, or required as in Section 19.30.080.C.2 above, obtain and maintain a record of the actual (as-built) elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.
  - b) Obtain and maintain documentation of the elevation of the bottom of the lowest horizontal structural member in V or VE zones.
  - c) For all new or substantially improved floodproofed nonresidential structures where base flood elevation data is provided through the FIS, FIRM, or as required in Section 19.30.080.C.2 above.
    - i. Obtain and maintain a record of the elevation (in relation to mean sea level) to which the structure was floodproofed.
    - ii. Maintain the floodproofing certifications required in Section 19.30.080.A.2.c above.
  - d) Certification required by Section 19.30.090.D.1 (no rise standard).
  - e) Records of all variance actions, including justification for their issuance.
  - f) Improvement and damage calculations.
  - g) Maintain for public inspection all records pertaining to the provisions of this chapter.
4. Alteration of Watercourse. Whenever a watercourse is to be altered or relocated:

- a) Notify adjacent communities and the Department of Ecology prior to such alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administrator through appropriate notification means,
  - b) Assure that the flood carrying capacity of the altered or relocated portion of said watercourse is maintained.
5. Review of Building Permits. Where elevation data is not available either through the FIS, FIRM, or from another authoritative source (**EMC 19.30.080.C.3**), applications for floodplain development shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available.
6. Changes to Special Flood Hazard Area
- a) If a project will alter the BFE or boundaries of the SFHA, then the project proponent shall provide the community with engineering documentation and analysis regarding the proposed change. If the change to the BFE or boundaries of the SFHA would normally require a Letter of Map Change, then the project proponent shall initiate, and receive approval of, a Conditional Letter of Map Revision (CLOMR) prior to approval of the development permit. The project shall be constructed in a manner consistent with the approved CLOMR.
  - b) If a CLOMR application is made, then the project proponent shall also supply the full CLOMR documentation package to the Floodplain Administrator to be attached to the floodplain development permit, including all required property owner notifications.

#### **D. Enforcement**

The provisions of this chapter shall be enforced pursuant to EMC 19.41.030 and Chapter 1.20 of the Everett Municipal Code.

### **19.30.090 Provisions for Flood Hazard Reduction**

#### **A. General Standards.**

In all areas of special flood hazards, the following standards are required:

1. Anchoring
  - a) All new construction and substantial improvements, including those related to manufactured homes, shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads including the effects of buoyancy.
  - b) All manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors. For more detailed information, refer to guidebook, FEMA-85, "Manufactured Home Installation in Flood Hazard Areas."
2. Construction Materials and Methods
  - a) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
  - b) All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
  - c) Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
3. Utilities
  - a) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems;
  - b) Water wells shall be located on high ground that is not in the floodway;

- c) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
  - d) Onsite waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding, and in accordance with requirements of the Snohomish Health District.
4. Subdivision Proposals and Development. All subdivisions, as well as new development shall:
- a) Be consistent with the need to minimize flood damage;
  - b) Have public utilities and facilities, such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage;
  - c) Have adequate drainage provided to reduce exposure to flood damage.
  - d) Where subdivision proposals and other proposed developments contain greater than 50 lots or 5 acres (whichever is the lesser) base flood elevation data shall be included as part of the application.

**B. Specific Standards.**

In all areas of special flood hazards where base flood elevation data has been provided as set forth in Section 19.30.030, BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD, or Section 19.30.080.C.2, USE OF OTHER BASE FLOOD DATA. The following provisions are required:

1. Residential Construction.
- a) In AE and A1-30 zones or other A zoned areas where the BFE has been determined or can be reasonably obtained, new construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot or more above the BFE. Mechanical equipment and utilities shall be waterproof or elevated least one foot above the BFE.
  - b) New construction and substantial improvement of any residential structure in an Unnumbered A zone for which a BFE is not available and cannot be reasonably obtained shall be reasonably safe from flooding, but in all cases the lowest floor shall be at least two feet above the Highest Adjacent Grade.
  - c) New construction and substantial improvement of any residential structure in a V, V1-30, or VE zone shall meet the requirements in 19.30.300.
  - d) Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs must meet or exceed the following minimum criteria:
    - i. Have a minimum of two openings with a total net area of not less than one square inch for every square foot of enclosed area subject to flooding.
    - ii. The bottom of all openings shall be no higher than one foot above grade.
    - iii. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwater.
    - iv. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry and exit of flood waters.

Alternatively, a registered engineer or architect may design and certify engineered openings.

2. Nonresidential Construction. New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet the requirements of subsection a or b, below.
- a) New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet all of the following requirements:
    - i. In AE and A1-30 zones or other A zoned areas where the BFE has been determined or can be reasonably obtained: New construction and substantial improvement of any commercial, industrial, or other nonresidential structure shall have the lowest floor, including basement, elevated one foot or more above the BFE, or elevated as required by ASCE 24, whichever is

greater. Mechanical equipment and utilities shall be waterproofed or elevated least one foot above the BFE, or as required by ASCE 24, whichever is greater.

- ii. If located in an Unnumbered A zone for which a BFE is not available and cannot be reasonably obtained, the structure shall be reasonably safe from flooding, but in all cases the lowest floor shall be at least two feet above the Highest Adjacent Grade.
- iii. If located in a V, V1-30, or VE zone, the structure shall meet the requirements in 19.30.300.
- iv. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:
  - (A) Have a minimum of two openings with a total net area of not less than one square inch for every square foot of enclosed area subject to flooding.
  - (B) The bottom of all openings shall be no higher than one foot above grade.
  - (C) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwater.
  - (D) A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry and exit of flood waters.

Alternatively, a registered engineer or architect may design and certify engineered openings.

- b) If the requirements of subsection B.2.a. above are not met, then new construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet all of the following requirements:
  - i. Be dry floodproofed so that below one foot or more above the base flood level the structure is watertight with walls substantially impermeable to the passage of water or dry floodproofed to the elevation required by ASCE 24, whichever is greater;
  - ii. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
  - iii. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the official as set forth in Section 19.30.080.C.3.b;
  - iv. Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in Section 19.090.B.1.e;
3. Manufactured Homes. All manufactured homes to be placed or substantially improved on sites shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated one foot or more above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
4. Recreational Vehicles. Recreational vehicles placed on sites are required to:
  - a) Be fully licensed and ready for highway use, on wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; and
  - b) Comply with Title 17.
5. Enclosed Area Below the Lowest Floor. If buildings or manufactured homes are constructed or substantially improved with fully enclosed areas below the lowest floor, the areas shall be used solely for parking of vehicles, building access, or storage.
6. Appurtenant Structures (Detached Garages & Small Storage Structures). For A Zones (A, AE, A1-30, AH, AO):

- a) Appurtenant structures used solely for parking of vehicles or limited storage may be constructed such that the floor is below the BFE, provided the structure is designed and constructed in accordance with the following requirements:
  - i. Use of the appurtenant structure must be limited to parking of vehicles or limited storage;
  - ii. The portions of the appurtenant structure located below the BFE must be built using flood resistant materials;
  - iii. The appurtenant structure must be adequately anchored to prevent flotation, collapse, and lateral movement;
  - iv. Any machinery or equipment servicing the appurtenant structure must be elevated or floodproofed to or above the BFE;
  - v. The appurtenant structure must comply with floodway encroachment provisions in Section 19.30.090.D.1 (no rise standard);
  - vi. The appurtenant structure must be designed to allow for the automatic entry and exit of flood waters in accordance with Section 19.30.090.B.1.e.
  - vii. The structure shall have low damage potential,
  - viii. If the structure is converted to another use, it must be brought into full compliance with the standards governing such use, and
  - ix. The structure shall not be used for human habitation.
7. Detached garages, storage structures, and other appurtenant structures not meeting the above standards must be constructed in accordance with all applicable standards in Section 19.30.090.B.1.
8. Upon completion of the structure, certification that the requirements of this section have been satisfied shall be provided to the Floodplain Administrator for verification.

**C. AE and A1-30 Zones with Base Flood Elevations but No Floodways.**

In areas with BFEs (but a regulatory floodway has not been designated), no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

**D. Floodways.**

Located within areas of special flood hazard established in Section 19.30.030 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that can carry debris, and increase erosion potential, the following provisions apply:

1. No Rise Standard. Prohibit encroachments, including fill, new construction, substantial improvements, and other development, unless certification by a registered professional engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels during the occurrence of the base flood discharge.
2. Residential Construction in Floodways. Construction or reconstruction of residential structures is prohibited within designated floodways, except for repairs, reconstruction, or improvements to a structure that do not increase the ground floor area; and repairs, reconstruction, or improvements to a structure, the cost of which does not exceed 50 percent of the market value of the structure either, before the repair or reconstruction is started, or if the structure has been damaged, and is being restored, before the damage occurred. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and that are the minimum necessary to assure safe living conditions, or to structures identified as historic places, may be excluded in the 50 percent.
3. Substantially Damaged Residences in Floodway.

- a) For all substantially damaged residential structures, other than farmhouses, located in a designated floodway, the Floodplain Administrator may make a written request that the Department of Ecology assess the risk of harm to life and property posed by the specific conditions of the floodway. Based on analysis of depth, velocity, flood-related erosion, channel migration, debris load potential, and flood warning capability, the Department of Ecology may exercise best professional judgment in recommending to the local permitting authority repair, replacement, or relocation of a substantially damaged structure consistent with WAC 173-158-076. The property owner shall be responsible for submitting to the local government and the Department of Ecology any information necessary to complete the assessment. Without a favorable recommendation from the department for the repair or replacement of a substantially damaged residential structure located in the regulatory floodway, no repair or replacement is allowed per WAC 173-158-070(1).
- b) Before the repair, replacement, or reconstruction is started, all requirements of the NFIP, the state requirements adopted pursuant to 86.16 RCW, and all applicable local regulations must be satisfied. In addition, the following conditions must be met:
  - i. There is no potential safe building location for the replacement residential structure on the same property outside the regulatory floodway.
  - ii. A replacement residential structure is a residential structure built as a substitute for a legally existing residential structure of equivalent use and size.
  - iii. Repairs, reconstruction, or replacement of a residential structure shall not increase the total square footage of floodway encroachment.
  - iv. The elevation of the lowest floor of the substantially damaged or replacement residential structure is a minimum of one foot higher than the BFE.
  - v. New and replacement water supply systems are designed to eliminate or minimize infiltration of flood water into the system.
  - vi. New and replacement sanitary sewerage systems are designed and located to eliminate or minimize infiltration of flood water into the system and discharge from the system into the flood waters.
  - vii. All other utilities and connections to public utilities are designed, constructed, and located to eliminate or minimize flood damage.
- 4. All Other Building Standards Apply in the Floodway. If Section 19.30.090.D.1 (no rise standard) is satisfied or construction is allowed pursuant to Section 19.30.090.D.2, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Section 19.30.090, Provisions For Flood Hazard Reduction.
- 5. Critical Facility. Construction of new critical facilities shall be, to the extent possible, located outside the limits of the SFHA (100-year floodplain). Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above BFE or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the BFE shall be provided to all critical facilities to the extent possible.
- 6. Livestock Sanctuaries. Elevated areas for the for the purpose of creating a flood sanctuary for livestock are allowed on farm units where livestock is allowed. Livestock flood sanctuaries shall be sized appropriately for the expected number of livestock and be elevated at least one foot above the BFE to protect livestock. Proposals for livestock flood sanctuaries shall meet all procedural and substantive requirements of this chapter.

### 19.30.100 Variances

The variance criteria set forth in this section of the chapter are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this chapter would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the city of Everett to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below the Base Flood Elevation are so serious that variances from the flood elevation or from other requirements in this chapter are quite rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this chapter are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

#### **A. Requirements for Variances**

1. Variances shall only be issued:
  - a) Upon a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances;
2. For the repair, rehabilitation, or restoration of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure;
3. Upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief;
4. Upon a showing of good and sufficient cause;
5. Upon a determination that failure to grant the variance would result in exceptional hardship to the applicant;
6. Upon a showing that the use cannot perform its intended purpose unless it is located or carried out in close proximity to water. This includes only facilities defined in Section 19.04.400 in the definition of "Functionally Dependent Use."
7. Variances shall not be issued within any floodway if any increase in flood levels during the base flood discharge would result.
8. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the BFE, provided the procedures of Sections 19.30.080 and 19.30.090 have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

#### **B. Variance Criteria**

In considering variance applications, the city of Everett shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this chapter, and:

1. The danger that materials may be swept onto other lands to the injury of others;
2. The danger to life and property due to flooding or erosion damage;
3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. The importance of the services provided by the proposed facility to the community;
5. The necessity to the facility of a waterfront location, where applicable;
6. The availability of alternative locations for the proposed use, which are not subject to flooding or erosion damage;

7. The compatibility of the proposed use with existing and anticipated development;
8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. The safety of access to the property in time of flood for ordinary and emergency vehicles;
10. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and,
11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities, such as sewer, gas, electrical, water system, and streets and bridges.

**C. Additional Requirements for the Issuance of a Variance**

1. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:
  - a) The issuance of a variance to construct a structure below the BFE will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and
2. Such construction below the BFE increases risks to life and property.
3. The Floodplain Administrator shall maintain a record of all variance actions, including justification for their issuance.
4. The Hearing Examiner shall condition the variance as needed to ensure that the requirements and criteria of this chapter are met.
5. Variance applications shall be reviewed and processed as specified in Title 15, Local Project Review Procedures.

**19.30.300 Standards for Coastal High Hazard Areas (V Zones)**

Located within areas of special flood hazard established in Section 19.30.030 are Coastal High Hazard Areas, designated as zones V1-30, VE, and/or V. These areas have special flood hazards associated with high velocity waters from surges and, therefore, in addition to meeting all provisions in this chapter, the following provisions shall also apply:

- A. All new construction and substantial improvements in zones V1-30 and VE (V if base flood elevation data is available) on the community's FIRM shall be elevated on pilings and columns so that:
  1. Elevation:
    - a) Residential Buildings. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated one foot or more above the base flood level.
    - b) Nonresidential buildings. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated one foot or more above the base flood level or meets the elevation requirements of ASCE 24, whichever is higher; and
  2. The pile or column foundation and structure attached thereto is anchored to resist floatation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Wind and water loading values shall each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval). A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of this subsection.
- B. Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures in zones V1-30, VE, and V on the community's FIRM and whether or not such structures contain a basement. The Floodplain Administrator shall maintain a record of all such information.
- C. All new construction within zones V1-30, VE, and V on the community's FIRM shall be located landward of the reach of mean high tide.

- D. Provide that all new construction and substantial improvements within zones V1-30, VE, and V on the community's FIRM have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purposes of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or state codes) may be permitted only if a registered professional engineer or architect certifies that the design proposed meets the following conditions:
  - 1. Breakaway wall collapse shall result from water load less than that which would occur during the base flood; and
  - 2. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Maximum wind and water loading values to be used in this determination shall each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval). If breakaway walls are utilized, such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation.
- E. Prohibit the use of fill for structural support of buildings within zones V1-30, VE, and V on the community's FIRM.
- F. Prohibit man-made alteration of sand dunes within zones V1-30, VE, and V on the community's FIRM which would increase potential flood damage.
- G. All manufactured homes to be placed or substantially improved within zones V1-30, V, and VE on the community's FIRM on sites:
  - 1. Outside of a manufactured home park or subdivision,
  - 2. In a new manufactured home park or subdivision,
  - 3. In an expansion to an existing manufactured home park or subdivision, or
  - 4. In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood; shall meet the standards of paragraphs (1) through (6) of this section and manufactured homes placed or substantially improved on other sites in an existing manufactured home park or subdivision within zones V1-30, V, and VE on the FIRM shall meet the requirements of Section 19.30.090.B.3.
- H. Recreational vehicles placed on sites within V or VE zones on the community's FIRM shall:
  - 1. Be fully licensed and ready for highway use, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; and
  - 2. Comply with EMC Title 17.

**19.30.310 Density Fringe Area**

- A. EMC 19.30.310 through 19.30.380 provide specific criteria to be used in regulating development in areas of high flood damage potential where conventional floodway areas cannot be established. In order to foster the continued agricultural use of prime farmlands in these flood plain areas, and maintain an acceptable level of flood hazard protection, the development criteria outlined by this chapter shall apply to all development in the density fringe area. The development criteria contained in EMC 19.30.320 and 19.30.330 shall be utilized to prevent a cumulative increase in the base flood elevation of more than one foot.
- B. The density fringe area shall consist of the areas designated on the Flood Insurance Study (FIS) for Snohomish County and Incorporated Areas, and the Flood Insurance Rate Maps (FIRMS) dated June 19, 2020, and as amended in paper or digital format.

**19.30.320 Density fringe area: maximum allowable density.**

The land area occupied by any use or development permitted by this chapter that will displace floodwaters shall not exceed two percent of the land area of that portion of the lot located in the density fringe area. The limitations of this section shall not apply to those uses listed in EMC 19.30.340.

**19.30.330 Density fringe area: maximum allowable obstruction.**

The maximum width (sum of widths) of all new construction, substantial improvements or other development shall not exceed 15 percent of the length of a line drawn perpendicular to the known floodwater flow direction at the point where the development(s) is located. The length of said line shall not extend beyond the property boundary or the edge of the density fringe area, whichever is less. The limitations of this section shall not apply to those uses listed in EMC 19.30.340.

**19.30.340 Density fringe area: exceptions to maximum allowable density and obstruction limitations.**

The following uses shall be exempt from the maximum allowable density and obstruction limitations of EMC 19.30.320 and 19.30.330:

- A. Water-dependent utilities;
- B. Dikes;
- C. Utility facilities; and
- D. Public works, when the project proponent demonstrates that the floodwater displacement effects of the proposal when considered together with the maximum potential floodwater displacement allowed by EMC 19.30.320 and 19.30.330 shall not cause a cumulative increase in the base flood elevation of more than one foot. Floodwater displacement information shall be obtained and certified by a professional engineer.

**19.30.350 Density fringe area: recording required when density and obstruction allowances are increased.**

When the density and/or the allowable obstruction area in a density fringe designation is increased pursuant to EMC 19.30.320 and 19.30.330, the property owner shall record with the Auditor's office a notice in a form approved by Planning and Development Services describing the related flood hazard permit number, subject property assessor number(s) and structures included in the density fringe area calculations.

**19.30.360 Density fringe area: general provisions.**

The following regulations shall apply to all development in the density fringe area:

- A. Identified natural drainage channels that are secondary to the river channel(s) in discharging floodwaters downstream during flood periods shall be preserved or maintained as open space.
- B. All structures and development shall be oriented parallel to known floodwater flow directions in order to minimize flow obstruction. Determination of such orientation shall be based upon topographical and historical flood data. When such information is not available, orientation shall be in an upstream-downstream direction, parallel with the adjacent river channel except that such orientation shall not be required for utility transmission lines permitted by EMC 19.30.370(G), and roads permitted by EMC 19.30.370(M).
- C. All new construction and substantial improvements shall comply with the flood hazard protection standards of EMC 19.30.090.

**19.30.370 Density fringe area: permitted uses.**

The following uses are permitted in the density fringe area:

- A. Agriculture, including:
  - 1. Accessory agricultural structures such as but not limited to barns, milking parlors, silos, manure tanks, and loafing sheds that provide direct support for primary agricultural activities including tilling of the soil, raising of crops, horticulture, viticulture, small livestock, poultry, pasturing, grazing, dairying and/or animal husbandry; and
  - 2. Livestock protection mounds, when the mounds do not consist of solid waste as defined by this title; and
  - 3. Manure pits and lagoons;

- B. Forestry, including processing of forest products with portable equipment;
- C. Preserves and reservations;
- D. Parks and recreational activities;
- E. Removal of rock, sand and gravel providing that the applicant can provide clear and convincing evidence that such a use will not divert flood flows causing channel shift or erosion, accelerate or amplify the flooding of downstream flood hazard areas, increase the flood threat to upstream flood hazard areas, or in any other way threaten public or private properties. When allowed, such removal shall comply with the provisions of the Everett shoreline management program;
- F. Utility transmission lines;
- G. Water-dependent utilities. Examples of such uses are dams for domestic/industrial water supply, flood control and/or hydroelectric production; water diversion structures and facilities for water supply, irrigation and/or fisheries enhancement; flood water and drainage pumping plants and facilities; hydroelectric generating facilities and appurtenant structures; and structural and non-structural flood damage reduction facilities, and stream bank stabilization structures and practices;
- H. Improvements to existing residential structures that do not exceed the maximum allowable density and obstruction requirements of EMC 19.30.320 and 19.30.330;
- I. Single family farmhouse structures including modular homes and mobile homes placed on permanent concrete foundations, if the following conditions are met:
  1. The structure is constructed to building code standards;
  2. The farmhouse is necessary to the operation of a commercial farm engaged in agriculture;
  3. A potential building site for the farmhouse on the same farm site is not available outside the density fringe area;
  4. Earthfill utilized for building foundation shall be emplaced and stabilized in a manner that will prevent erosion from flood water flow;
  5. New and replacement water supply systems are designed to eliminate or minimize infiltration of flood waters into the system;
  6. New and replacement sanitary sewerage systems are designed and located to eliminate or minimize infiltration of flood waters into the system and to eliminate or minimize discharge from the system into the flood waters;
  7. All other utilities and connections to public utilities are designed, constructed, and located to eliminate or minimize flood damage;
  8. An egress plan for vacating the structure during the base flood occurrence shall be provided;
- J. Marinas;
- K. Dikes, if the applicant can provide clear and convincing evidence that:
  1. Adverse effects upon adjacent properties will not result relative to increased floodwater depths and velocities during the base flood or other more frequent flood occurrences;
  2. Natural drainage ways are minimally affected in that their ability to adequately drain floodwaters after a flooding event is not impaired; and
  3. The proposal has been coordinated through the appropriate diking district where applicable, and that potential adverse effects upon other affected diking districts have been documented;
- L. Utility facilities;
- M. Public works, limited to:
  1. Roads,
  2. Bridges,
  3. Docks, and
  4. Port facilities; and
- N. In urban growth areas only, sawmill storage yards when located adjacent to existing sawmill uses.

**19.30.380 Density fringe area: prohibited uses.**

The following uses shall be prohibited in the density fringe area:

- A. Any structure, including mobile homes, designed for, or to be used for human habitation of a permanent nature (including temporary dwellings authorized by EMC 19.05, except as provided by EMC 19.30.370(H) and (I));
- B. The construction or storage of any object subject to flotation or movement during flooding;
- C. The filling of marshlands;
- D. Solid waste landfills, dumps, junkyards, outdoor storage of vehicles and/or materials;
- E. Damming or relocation on any watercourse that will result in any downstream increase in flood levels during the base flood;
- F. Critical facilities;
- G. The listing of prohibited uses in this section shall not be construed to alter the general rule of statutory construction that any use not permitted is prohibited

### **19.30.400 Definitions**

The following definitions pertain to EMC Chapter 19.30, Flood Damage Prevention, as amended, and unless expressly provided otherwise, to all other provisions of this Title that are governed by Chapter 19.30.

- A. "Alteration of watercourse" means any action that will change the location of the channel occupied by water within the banks of any portion of a riverine waterbody.
- B. "Appeal" means a request for a review of the interpretation of any provision of this chapter or a request for a variance.
- C. "Area of shallow flooding" means a designated zone AO, AH, AR/AO or AR/AH (or VO) on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. Also referred to as the sheet flow area.
- D. "Area of special flood hazard" means the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as zone A, AO, AH, A1-30, AE, A99, AR (V, VO, V1-30, VE). "Special flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard".
- E. "ASCE 24" means the most recently published version of ASCE 24, Flood Resistant Design and Construction, published by the American Society of Civil Engineers.
- F. "Base flood" means the flood having a 1% chance of being equaled or exceeded in any given year (also referred to as the "100-year flood").
- G. "Base Flood Elevation (BFE)" means the elevation to which floodwater is anticipated to rise during the base flood.
- H. "Basement" means any area of the building having its floor sub-grade (below ground level) on all sides.
- I. "Building" See "Structure."
- J. "Building Code" means the currently effective versions of the International Building Code and the International Residential Code adopted by the State of Washington Building Code Council.
- K. "Breakaway wall" means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.
- L. "Coastal High Hazard Area" means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on the FIRM as zone V1-30, VE or V.
- M. "Critical Facility" means a facility for which even a slight chance of flooding might be too great. Critical facilities include (but are not limited to) schools, nursing homes, hospitals, police, fire and emergency

response installations, waste water treatment facilities, and installations which produce, use, or store hazardous materials or hazardous waste.

- N. "Density fringe area" means that portion of the special flood hazard area of the lower Snohomish River in which floodway areas cannot reasonably be established and in which development is regulated by maximum development density criteria.
- O. "Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.
- P. "Elevation Certificate" means an administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).
- Q. "Elevated Building" means, for insurance purposes, a non-basement building that has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.
- R. "Essential Facility" means the same as "Essential Facility" defined in ASCE 24. Table 1-1 in ASCE 24-14 further identifies building occupancies that are essential facilities.
- S. "Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by the community.
- T. "Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
- U. "Farmhouse" means a single-family dwelling located on a farm site where resulting agricultural products are not produced for the primary consumption or use by the occupants and the farm owner.
- V. "Flood" or "Flooding" means:
  - 1. A general and temporary condition of partial or complete inundation of normally dry land areas from:
    - a) The overflow of inland or tidal waters.
    - b) The unusual and rapid accumulation or runoff of surface waters from any source.
    - c) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (1)(b) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
  - 2. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph(1)(a) of this definition.
- W. "Flood elevation study" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards. Also known as a Flood Insurance Study (FIS).
- X. "Flood Insurance Rate Map (FIRM)" means the official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).
- Y. "Floodplain" or "flood-prone area" means any land area susceptible to being inundated by water from any source. See "Flood or flooding."
- Z. "Floodplain administrator" means the community official designated by title to administer and enforce the floodplain management regulations.

- AA. "Floodplain management regulations" means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance and erosion control ordinance) and other application of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.
- BB. "Flood proofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. Flood proofed structures are those that have the structural integrity and design to be impervious to floodwater below the Base Flood Elevation.
- CC. "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "Regulatory Floodway."
- DD. "Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.
- EE. "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
- FF. "Historic structure" means any structure that is:
1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
  2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
  3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
  4. Individually listed on the Everett Register of Historic Places, provided that the city's historic preservation program continues to be certified either:
    - a) By an approved state program as determined by the Secretary of the Interior; or
    - b) Directly by the Secretary of the Interior in states without approved programs.
- GG. "Lowest Floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this chapter (i.e. provided there are adequate flood ventilation openings).
- HH. "Manufactured Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."
- II. "Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
- JJ. "Mean Sea Level" means, for purposes of the National Flood Insurance Program, the vertical datum to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.
- KK. "New construction" means, for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial Flood Insurance Rate Map or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

- LL. "New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of adopted floodplain management regulations adopted by the community.
- MM. "One-hundred-year flood" or "100-year flood": See "Base flood."
- NN. "Reasonably Safe from Flooding" means development that is designed and built to be safe from flooding based on consideration of current flood elevation studies, historical data, high water marks and other reliable data known to the community. In unnumbered A zones where flood elevation information is not available and cannot be obtained by practicable means, reasonably safe from flooding means that the lowest floor is at least two feet above the Highest Adjacent Grade.
- OO. "Recreational vehicle" means a vehicle,
1. Built on a single chassis;
  2. 400 square feet or less when measured at the largest horizontal projection;
  3. Designed to be self-propelled or permanently towable by a light duty truck; and
  4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- PP. "Start of construction" includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- QQ. "Structure" means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.
- RR. "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- SS. "Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:
1. Any project for improvement of a structure to correct previously identified existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and that are the minimum necessary to assure safe living conditions; or
  2. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."
- TT. "Variance" means a grant of relief by a community from the terms of a floodplain management regulation.
- UU. "Water surface elevation" means the height, in relation to the vertical datum utilized in the applicable flood insurance study of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.
- VV. "Water Dependent" means a structure for commerce or industry that cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations.





Project title: Sewer O Utility Upgrades Project, award the bid to Interwest Construction, Inc.

### City Council Agenda Item Cover Sheet

Council Bill #

Consideration: Bid Award

Project: Sewer "O" Utility Upgrades (UP3691)

Partner/Supplier : NA

Agenda dates requested:

6/10/2020

Port Gardner Neighborhood. On Colby Ave from 37<sup>th</sup> to 40<sup>th</sup> and in

Location: alleys between 32<sup>nd</sup> and 34<sup>th</sup> St. and Lombard Ave. and Rockefeller Ave.

Briefing

Proposed action

Consent

Action X

Ordinance

Public hearing

Yes  No

Preceding action: 3/11 – Call for Bids

Fund: Fund 336 - Utilities

Budget amendment:

Yes  No

#### Fiscal summary statement:

Funding source will be utilities fund.

Bid price: \$4,234,567.89

Budget is \$6,000,000.00

PowerPoint presentation:

Yes  No

#### 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 both sides of the street. Alleys will be repaved full width after trenches are backfilled.

Attachments:

Bid Summary

Department(s) involved:

Public Works

Contact person:

Amie Roshak, P.E. 

Phone number:

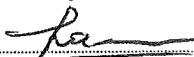
(425) 257-7249

Email:

aroshak@everettwa.gov

Bids were opened on May 19, 2019, and five (5) bid proposals were received for the construction of the Sewer O Utility Upgrades project. Interwest Construction Inc. was the lowest responsive and responsible bidder at a price of \$4,234,567.89. The City staff recommends that Interwest Construction Inc. be awarded the construction contract for Sewer O Utility Upgrades project in the amount of \$4,234,567.89.

Initialed by:

  
Department head

  
Administration

  
Council President

Recommendation (exact action requested of Council): Award the bid for the Sewer O Utility Upgrades project to Interwest Construction, Inc., in the amount of \$4,234,567.89.



3200 Cedar Street,  
Everett WA 98201  
(425) 257-8800

**BID SUMMARY**

Project Name: Sewer "O" Utility Upgrade

W.O.# UP 3691

Date: 5/19/2020

For: Amie Roshak, Project Engineer

Bidder Name:	Bidder Totals:
ENGINEER'S ESTIMATE	\$5,671,824.53
Interwest Construction, Inc.	\$4,234,567.89
Rodarte Construction, Inc.	\$4,462,879.10
R. L. Alia Company	\$4,970,862.37
Marshbank Construction, Inc.	\$4,985,732.44
Thomco Construction, Inc.	\$5,240,488.83



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

**Project title:**

**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 10, 2020

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

Briefing

Proposed action

Consent

Action X

Ordinance

Public hearing

Yes  No

**Fund:** 430 (Everpark Garage)

**Fiscal summary statement:**

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

**Budget amendment:**

Yes  No

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.

**PowerPoint presentation:**

Yes  No

**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.

**Attachments:**

RFP #2019-124

**Department(s) involved:**

Purchasing & Real Property

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.

**Contact person:**

Theresa Bauccio-Teschlog

**Phone number:**

(425) 257-8901

**Email:**

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

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

Initialed by:

Department head

Administration

Council President

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

Award and Authorize the Mayor to sign the contract Request for Proposal #2019-124 Parking Management Services – Everpark Garage to the Downtown Everett Association as most advantageous to the City 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 "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:** An Ordinance creating a special improvement project entitled "Grand Avenue Utilities Replacement" Fund 336, Program 014.

**City Council Agenda Item Cover Sheet**

**Council Bill #**  
CB 2006-36

**Agenda dates requested:**  
June 10, 2020

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

**Budget amendment:**  
 Yes  X  No

**PowerPoint presentation:**  
 Yes  X  No

**Attachments:**  
Proposed Ordinance

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

**Contact person:**  
Rich Hefti

**Phone number:**  
425-257-7215

**Email:**  
rhefti@everettwa.gov

**Initialed by:**  
Department head  
Administration  
  
Council President

**Consideration:** Plans & Systems Ordinance  
**Project:** Grand Avenue Utilities Replacement  
**Partner/Supplier:**  
**Location:** Grand Avenue between 19<sup>th</sup> Street and Hewitt Avenue  
**Preceding action:** None  
**Fund:** 336 – Water & Sewer System Improvements Fund

**Fiscal summary statement:**  
The funding source for this project will be Fund 401 Water and Sewer Utility Fund. The budget for the project is \$11,200,000.

**Project summary statement:**  
The purpose of this project is to replace aging combined sewer mains and make drainage modifications for future separation from sanitary sewer on Grand Avenue between Hewitt Avenue and 19<sup>th</sup> Street. The project will also replace aging 3-inch and 6-inch cast iron pipe water mains with a new 8-inch ductile iron main.  
In-house design work began November 2018. Currently the project is at 60% design review and Public Works anticipates asking City Council to authorize a call for construction bids in later this year. The construction phase is estimated to occur in late 2020 through 2021.

**Recommendation (exact action requested of Council):**  
Adopt an Ordinance creating a special improvement project entitled "Grand Avenue Utilities Replacement" Fund 336, Program 014.





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

An **ORDINANCE** creating a special improvement project entitled “Grand Avenue Utilities Replacement” Fund 336, Program 014, to accumulate all costs for the improvement.

**WHEREAS,**

- A. The City of Everett is committed to a planned water, sewer and stormwater infrastructure maintenance program.
- B. The City of Everett had identified the need and obtained funds to construct improvements to water and sewer mains on Grand Avenue.

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

**Section 1.** A special improvement project is hereby established as Fund 336, Program 014, entitled “Grand Avenue Utilities Replacement” 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 \$11,200,000 is hereby appropriated to Fund 336, Program 014, “Grand Avenue Utilities Replacement” as follows:

A. Estimated Project Costs	\$11,200,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$11,200,000

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



**Project title:** An Ordinance creating a special improvement project entitled "I-5 & US-2 Interchange Justification Report (IJR) Planning Study" Fund 303, Program 121.

**City Council Agenda Item Cover Sheet**

**Council Bill #**  
CB2000-37

**Agenda dates requested:**  
June 10, 2020

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

**Budget amendment:**  
Yes  No  X

**PowerPoint presentation:**  
Yes  No  X

**Attachments:**  
Proposed Ordinance

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

**Contact person:**  
Tom Hood

**Phone number:**  
(425) 257-8809

**Email:**  
thood@everettwa.gov

**Initialed by:**  
  
Department head

**Administration:**  
  
Council President

**Consideration:** Plans & Systems Ordinance  
**Project:** I-5 & US-2 Interchange Justification Report (IJR) Planning Study  
**Partner/Supplier:** Snohomish County  
**Location:** Interstate 5 at US-2  
**Preceding action:** None  
**Fund:** Fund 303

**Fiscal summary statement:**  
The budget for this planning study is \$2,315,000. A Federal Surface Transportation Program (STP) grant will provide \$2,000,000, Snohomish County has partnered with the City and will provide \$150,000 and the balance of the matching funds in the amount of \$165,000 will come from Fund 119 – Street Improvements.

**Project summary statement:**  
The I-5 & US 2 Interchange Justification Report (IJR) Planning Study will produce an interchange justification report (IJR) that will provide a set of design recommendations for improving conditions at the interchange of I-5, US-2, Hewitt Avenue and other streets along the easterly limits of the City of Everett. The grant funds, in conjunction with local matching funds, support operational planning and pre-design work. The IJR could be integrated with the finalization of environmental planning efforts that recently received initial funding from the Washington State Legislature. Integrating the operational planning with the environmental planning would streamline the remaining schedule towards design and future construction of a new westbound US 2 Trestle.

**Recommendation (exact action requested of Council):**  
Adopt an Ordinance creating a special improvement project entitled "I-5 & US-2 Interchange Justification Report (IJR) Planning Study" Fund 303, Program 121.



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

An **ORDINANCE** creating a special improvement project entitled “I-5 & US-2 Interchange Justification Report (IJR) Planning Study” Fund 303, Program 121, to accumulate all costs for the study.

**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 federal funds for planning improvements to the interchange at Interstate 5 and US Highway 2.

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

**Section 1.** A special improvement project is hereby established as Fund 303, Program 121, entitled “I-5 & US-2 Interchange Justification Report (IJR) Planning Study” to accumulate all costs for the work. Authorization is hereby given to accumulate costs and distribute payments for the study.

**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 \$2,315,000 is hereby appropriated to Fund 303, Program 121, “I-5 & US-2 Interchange Justification Report (IJR) Planning Study” as follows:

A. Estimated Project Planning Costs	\$ 2,315,000
B. Source of Funds	
Federal Grant - STP	\$ 2,000,000
Fund 119 – Street Improvements	165,000
Snohomish County Contributions	150,000
Total Funds	<u>\$ 2,315,000</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:** 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: \_\_\_\_\_

