

YOU MAY CALL IN TO LISTEN TO THE COUNCIL MEETINGS AT

1.425.616.3920, Conference ID: 724 887 726#

YOU MAY CALL IN AT 6:00 P.M. PRIOR TO THE MEETING TO PROVIDE PUBLIC COMMENT AT THE COUNCIL MEETINGS AT 1.425.616.3920,

Conference ID: 201 783 063#

EVERETT CITY COUNCIL PRELIMINARY AGENDA

6:30 P.M., WEDNESDAY, SEPTEMBER 9, 2020

Roll Call

Approval of Minutes: August 26, 2020

Approval of Workshop Minutes of September 2, 2020

Mayor's Comments:

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Public Comment

CONSENT ITEMS:

(1) Adopt Resolution authorizing claims against the City of Everett in the amount of \$1,028,064.05 for the period of August 15, 2020 through August 21, 2020.

Documents:

[resol \(2\).pdf](#)

(2) Adopt Resolution authorizing payroll claims against the City of Everett in the

amount of \$3,876,362.71 for the period ending August 15, 2020.

Documents:

[payroll res.pdf](#)

(3) Adopt Resolution authorizing electronic transfer claims against the City of Everett in the amount of \$5,673,903.60 for the period of June 1, 2020 through June 30, 2020.

Documents:

[Electronic Claim res.pdf](#)

(4) Authorize the Mayor to sign Amendment No. 2 to the Diking Improvement District 5 and City of Everett Management Agreement detailing annual payment for maintenance and improvements of the dikes and flood control facilities in Diking Improvement District No. 5 located south of 12th Street.

Documents:

[Diking Improvement.pdf](#)

(5) Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with LA Consulting Incorporated for the Asset Management Improvement and Computer Maintenance Management System Replacement Project extending the completion date to December 31, 2021.

Documents:

[L A Consulting.pdf](#)

(6) Authorize the Mayor to sign the right of entry granted by Thunder Dragon T LLC to the City for entry onto property in the Lake Chaplain watershed area for City beaver dam mitigation project.

Documents:

[Thunder Dragon.pdf](#)

(7) Authorize the Mayor to accept donations from the Friends of the Everett Public Library to be used to purchase designated items for the Evergreen Branch Library in the amount of \$33,157.66

Documents:

[Library donation.pdf](#)

(8) Authorize the Mayor to sign the Northwest Fiber, LLC. On behalf of Ziplly Fiber (aka Frontier) schedule in the amount of \$1,200, annually, plus taxes and fees.

Documents:

[Ziplly.pdf](#)

(9) Authorize the Mayor to sign all necessary documents and agreements with the Department of Homeland Security, regarding the award acceptance and utilizations of the \$81,462.00 from the FY 2020 Port Security Grant Program

Documents:

[Port Security.pdf](#)

PROPOSED ACTION ITEMS:

(10) CB 2008-45- 1st Reading - Adopt an Ordinance closing a special improvement project entitled "Three Acre Park, Phase 1" Fund 308, Program 006, as established by Ordinance No. 3476-16. (3rd and final reading on 9-23-20).

Documents:

[Three Acre Park PDF -Proposed Action.pdf](#)

(11) CB 2009-46 – 1st Reading – Adopt the Proposed Ordinance creating a special improvement project entitled "Garfield Park Path Overlay and Sport Court Seal Coat Project", Fund 354, Program 067, to accumulate all costs for the project. (3rd and final reading on 9-23-20).

Documents:

[CB 2009-46.pdf](#)

ACTION ITEMS:

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.)

(12) Authorize the Mayor to sign the Motel Voucher Program Agreement with the Snohomish County Human Services Division, to allow the Everett Police Department to utilize the \$100,000 in funds to help combat homelessness.

Documents:

[Motel Shelter Program.pdf](#)

(13) Authorize the Mayor to sign Amendment No.1 to the Transfer Lot Agreement with Cadman Materials Inc. in substantially the form provided.

Documents:

[Cadman.pdf](#)

(14) Authorize the Mayor to sign an Interlocal Agreement between the City of Everett and Snohomish County concerning the annexation of the unincorporated portion of Smith Island located within the City of Everett Municipal Urban Growth Area. (Public Hearing 9-16-20).

Documents:

[Smith Island-1.pdf](#)

(15) Facilities Condition Assessment Update.

Documents:

[Facilities Assessment-1.pdf](#)

(16) CB 2009-47 – 1st Reading – Adopt the Proposed Ordinance amending the Comprehensive Plan Land Use Map Designation Map for Hope Covenant Church and Schmidt properties amending Ordinance No. 2021-94, as amended, as part of the annual docket for 2020. (Public Hearing on 9-16-20, 3rd and final reading on 9-23-20).

Documents:

[CB 2009-47.pdf](#)

(17) CB 2009-48 – 1st Reading – Adopt the Proposed Ordinance amending the Comprehensive Plan Land Use Designation Map for Evergreen Recovery Centers-Summit Campus properties amending Ordinance No. 2021-94, as amended, as part of the annual docket for 2020. (Public Hearing on 9-16-20, 3rd and final reading on 9-23-20).

Documents:

[CB 2009-48.pdf](#)

Executive Session

Adjourn

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

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

The City of Everett does not discriminate on the basis of disability in the admission or access to, or treatment in, its programs or activities. Requests for assistance or accommodations can be arranged by contacting the Everett City Council Office at 425 257-8703.



RESOLUTION NO. _____

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

Whereas the claims payable by check against the City of Everett for the period August 15, 2020 through August 21, 2020, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
001	City Council	1,972.00	101	Parks & Recreation	0.43
003	Legal	17,635.00	110	Library	33,095.79
005	Municipal Court	2,361.19	119	Public Works-Street Improvement	11,290.00
009	Misc Financial Funds	25,798.01	120	Public Works-Streets	1,801.12
010	Finance	65.88	126	MV-Equipment Replacement Re	78,967.37
021	Planning & Community Develop	170.00	138	Hotel/Motel Tax	2,500.00
024	Public Works-Engineering	207.80	146	Property Management	1,745.82
026	Animal Shelter	809.90	153	Emergency Medical Services	2,141.89
031	Police	2,441.90	156	Criminal Justice	12,498.65
032	Fire	6,497.48	336	Water & Sewer Sys Improv Proj	41,945.59
038	Facilities/Maintenance	919.37	401	Public Works-Utilities	637,781.20
	TOTAL GENERAL FUND	\$ 58,878.53	402	Solid Waste Utility	238.17
			425	Public Works-Transit	44,169.63
			430	Everpark Garage	658.00
			440	Golf	190.90
			501	MVD-Transportation Services	19,587.57
			503	Self-Insurance	11,868.14
			505	Computer Reserve	1,495.42
			637	Police Pension	3,769.52
			638	Fire Pension	5,383.81
			661	Claims	58,056.50
				TOTAL CLAIMS	\$ 1,028,064.05

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 August 15, 2020, and checks issued August 21, 2020, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	11,732.96	6,143.08
003	Legal	56,505.51	20,084.24
004	Administration	29,825.28	8,642.85
005	Municipal Court	49,733.30	18,833.17
007	Personnel	46,502.38	16,694.99
010	Finance	71,436.82	27,475.76
015	Information Technology	71,520.94	28,627.77
018	Communications and Marketing	5,588.60	2,794.96
021	Planning & Community Dev	51,273.72	18,105.67
024	Public Works	126,295.13	51,842.65
026	Animal Shelter	38,668.65	16,735.82
031	Police	961,947.39	283,559.30
032	Fire	608,923.25	147,326.08
038	Facilities/Maintenance	75,832.35	34,012.99
101	Parks & Recreation	98,892.73	44,790.66
110	Library	71,134.55	27,595.16
112	Community Theatre	3,331.60	1,440.66
120	Street	58,231.44	28,200.36
153	Emergency Medical Services	299,938.08	66,141.74
197	CHIP	8,714.94	3,396.86
198	Community Dev Block	7,320.74	2,644.24
401	Utilities	687,147.68	287,835.99
425	Transit	339,615.14	150,423.99
440	Golf	19,708.87	8,029.69
501	Equip Rental	66,066.87	27,960.37
507	Telecommunications	10,473.79	4,546.39
		<u>\$3,876,362.71</u>	<u>\$1,333,885.44</u>

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 claims made by electronic transfer against the City of Everett for the month June 1 through June 30, 2020, having been audited, be and the same are hereby approved, and the proper officers are hereby authorized and directed to charge claims made by electronic transfer against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Fund	153,700.72
101	Park	6,205.20
110	Library	2,033.66
112	Community Theater	92.06
120	Streets	6,455.58
126	Moter Vehicle/Equip Repl	751.19
138	Hotel/Motel	1,423.94
145	ESCROQ	24.57
146	Parking Lot Reserve	871.33
148	Municipal Art Fund	88.07
151	Animal Reserve	9,280.73
153	EMS	22,557.69
155	Gen Gov Spec Proj	178.10
156	Criminal Justice	23,570.80
197	CHIP	92.06
198	CDBG	1,591.35
303	Public Works Improvement Proj	227.47
336	Water/Sewer System Imprpv	119.14
342	City Facilities Construction	412.73
401	Utilities	278,063.87
402	Solid Waste Utility	7,420.22
425	Transit	28,754.72
430	Everpark Garage	579.35
440	Golf	143,726.24
501	Transportation Services	76,793.01
503	Self-Insurance Fund	155,714.32
505	Computer Reserve Fund	79.96
507	Telecom	39,418.81
508	Health Benefits Reserve	1,124,923.62
637	Police Pension	42,591.96
638	Fire Pension	76,248.14
661	Payroll Withholding	3,469,912.99
TOTAL CLAIMS		
	BY ELECTRONIC TRANSFER	5,673,903.60

Councilmember Introducing Resolution

Passed and approved this ____ day of _____, 2020

Council President



Project title: Diking Improvement District 5 and City of Everett Management Agreement Amendment No. 2

City Council Agenda Item Cover Sheet

Council Bill #

Project: Diking Improvement District 5 Maintenance Agreement Amend No. 2

Partner/Supplier : Diking Improvement District Number 5

Location: Citywide

Preceding action: Original Agreement Dated October 8, 2007

Fund: 401 – Water/Sewer Utility Fund

Agenda dates requested:

September 9, 2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Original Agreement and previous Amendment No. 1

Department(s) involved:

Public Works

Contact person:

Grant Moen

Phone number:

425 257-8947

Email:

gmoen@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Fiscal summary statement:

This Amendment No. 2 specifies that Diking Improvement District No. 5 pays the City of Everett \$20,000 per year for maintenance and improvements of the dikes and flood control facilities on Smith Island located within Diking Improvement District No. 5 south of 12th Street.

Project summary statement:

The Diking Improvement District No. 5 and City of Everett Management Agreement defines the responsibility for maintenance and management of the dikes and flood control facilities within Diking Improvement District No. 5. Amendment No. 2 specifies that Diking Improvement District No. 5 pays the City of Everett \$20,000 per year for maintenance and improvements of the dikes and flood control facilities on Smith Island located south of 12th Street. This area is defined as Zone A in the original agreement. The \$20,000 payment per year has been made every year since the original October 8, 2007 Agreement. Amendment No. 2 formalizes this past practice.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 2 to the Diking Improvement District 5 and City of Everett Management Agreement detailing annual payment for maintenance and improvements of the dikes and flood control facilities in Diking Improvement District No. 5 located south of 12th Street.

AMENDMENT NO. 2
TO
MANAGEMENT AGREEMENT
BETWEEN
DIKING IMPROVEMENT DISTRICT NO. 5 AND THE CITY OF EVERETT

This Amendment No. 2 to Management Agreement (“*Amendment*”) is dated for reference purposes January 31, 2020, and is between the CITY OF EVERETT (the “*City*”) and the DIKING IMPROVEMENT DISTRICT NO. 5 (the “*District*”).

RECITALS

A. The City and District are parties to the Management Agreement dated October 8, 2007, as amended by Amendment No. 1 (the “*Agreement*”). As stated by Section 1 of the Agreement, the Agreement provides for on-going maintenance and, as mutually agreed, capital improvement of dikes and other infrastructure.

B. The Agreement provides two management zones within the District. Zone A is located at approximately 12th Street NE and South and includes the City’s Water Pollution Control Facility. Zone B includes the rest of the District located generally north of Zone A. The City separately tracks the cost of work performed for the District in Zone A and Zone B.

C. The parties’ practice during the term of the Agreement has been for the District to pay the City \$20,000 per year for maintenance and management of the dikes and flood control facilities in Zone A. The purpose of this Amendment is to formalize that practice.

AGREEMENT

The Parties agree as follows:

A. Zone A Work. The City will perform management and maintenance activities on the dikes and flood control facilities in Zone A at its discretion as stated in the Agreement. The District will pay the City \$20,000 per year for this work in Zone A.

B. Full Force and Effect. Except as amended in this Amendment, the Agreement remains in full force and effect in its entirety.

[Remainder of Page Blank / Signatures Below]

CITY OF EVERETT

By: _____
Cassie Franklin, Mayor

Date: _____

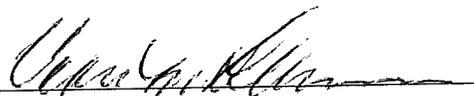
APPROVED AS TO FORM:

ATTEST:

City Attorney
Date: _____

Sharon Fuller, City Clerk
Date: _____

DIKING IMPROVEMENT DISTRICT NO. 5

By: 

Name: VICTOR M. LOEHRER

Title: DIDS COMMISSIONER, POSITION 2

Date: 8/12/20

AMENDMENT NO. 1
TO
MANAGEMENT AGREEMENT
BETWEEN
DIKING IMPROVEMENT DISTRICT NO. 5 AND THE CITY OF EVERETT

This Amendment to Management Agreement ("*Amendment*") is dated for reference purposes June 30, 2016, and is between the CITY OF EVERETT (the "*City*") and the DIKING IMPROVEMENT DISTRICT NO. 5 (the "*District*").

RECITALS

A. The City and District are parties to the Management Agreement (the "*Agreement*") dated October 8, 2007. As stated by Section 1 of the Agreement, the Agreement provides for on-going maintenance and, as mutually agreed, capital improvement of dikes and other infrastructure.

B. As currently written, it is unclear whether the Agreement covers improvements and capital improvements outside of District boundaries. Because there is infrastructure outside of District boundaries that may benefit the District, the purpose of this Amendment is to clarify that the Agreement covers maintenance and improvements outside of the District.

AGREEMENT

The Parties agree as follows:

A. Work Outside of District. To the extent allowed by law, the Agreement covers maintenance and capital improvement activities outside of the District. All such work outside of District boundaries shall be administered in the same manner as the second management zone (Zone B, District Facilities), referenced under the Agreement Section 3.

B. Full Force and Effect. Except as amended in this Amendment, the Agreement remains in full force and effect in its entirety.

[Remainder of Page Blank / Signatures Below]

CITY OF EVERETT

By: Ray Stephanson
Ray Stephanson, Mayor

Date: 8-16-16

APPROVED AS TO FORM:

ATTEST:

James D. Iles
James D. Iles, City Attorney
Date: 8/12/16

Sharon Fuller
Sharon Fuller, City Clerk
Date: 8/16/16

DIKING IMPROVEMENT DISTRICT NO. 5

By: Victor H. Loehner

Name: VICTOR H. LOEHNER

Title: DISTRICT NO. 5 COMMISSIONER

Date: 8/9/16



Project title: Asset Management Program improvement and Computerized Maintenance Management System software replacement

City Council Agenda Item Cover Sheet

Council Bill #

Project: Asset Management Program and Software Consulting Services

Partner/Supplier : LA Consulting, Inc.

Agenda dates requested:
September 9, 2020

Location: Citywide

Preceding action: Original Contract Authorized August 29, 2018

Fund: 401 – Utilities Fund and 120 – Street Fund

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

Fiscal summary statement:
This amendment extends the completion date of the contract. There is no change to the scope of work or the compensation amount.

Budget amendment:
 Yes x No

Project summary statement:

PowerPoint presentation:
 Yes x No

This Amendment No. 1 extends the Professional Services Agreement (PSA) with LA Consulting Incorporated through December 31, 2021. Through this PSA LA Consulting is providing Asset Management Program improvement consulting services and assisting staff in procurement of a new Computer Maintenance Management System (CMMS).

Attachments:
Signed Professional Services Agreement

This extension is requested due to Covid related delays and new information gathered through the project that have extended the schedule for support from LA Consulting.

Department(s) involved:
Public Works

Recommendation (exact action requested of Council):

Contact person:
Grant Moen

Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with LA Consulting Incorporated for the Asset Management Improvement and Computer Maintenance Management System Replacement Project extending the completion date to December 31, 2021.

Phone number:
425 257-8947

Email:
gmoen@everettwa.gov

Initialed by:
RLS
Department head

Administration

Council President

**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EVERETT
AND LA CONSULTING INCORPORATED**

This Amendment No. 1 is dated for reference purposes August 11, 2020. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington ("City") and LA Consulting Inc. ("Service Provider").

RECITALS

A. The City and Service Provider are parties to the Professional Services Agreement dated September 12, 2018 (the "Agreement").

B. The City and the Service Provider desire to amend the Agreement for the purpose of extending the date of completion of the Asset Management Program and Computerized Maintenance Management System software replacement consulting services contract.

AGREEMENT

The City and Service Provider agree as follows:

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

Time of Beginning and Completion of Performance: This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2021.

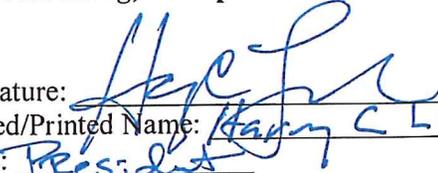
2. Regardless of the date(s) on which this Amendment is signed by the parties, the parties agree that the Agreement has been continuously in effect since September 12, 2018.
3. At the sole discretion of the City, the City may consent to the Service Provider's signature on this Amendment being by email, fax, pdf or other electronic means, in which case such Service Provider signature will be deemed an original signature for all purposes. The City will be deemed to have given such consent effective upon execution of this Amendment by the Mayor of the City.
4. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

8/12/20
KZ

**CITY OF EVERETT
WASHINGTON**

LA Consulting, Incorporated

By: _____
Cassie Franklin, Mayor

Signature: 
Typed/Printed Name: Harry C Loricic
Title: President

Date

8/12/20
Date

ATTEST:

Sharon Fuller, City Clerk
Date: _____

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

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

Signed
COPY

PROJECT TITLE:

Professional Services _____ Briefing
 Agreement with LA Consulting _____ Proposed Action
 Incorporated for the Asset _____ Consent
 Management Improvement and _____ Action
 Computer Maintenance _____ First Reading
 Management System _____
 Replacement Project _____ Second Reading
 _____ Third Reading
 _____ Public Hearing
 _____ Budget Advisory

COUNCIL BILL # _____
 Originating Department Public Works
 Contact Person Grant Moen
 Phone Number 425 257 8947
 FOR AGENDA OF August 29,
2018

Initialed by:
 Department Head PK
 Administration _____
 Council President _____

Location **Preceding Action** **Attachments** **Department(s) Approval**
 Citywide None PSA Public Works

Amount Budgeted	\$525,000.00	
Expenditure Required	\$188,270.00	Account Number(s): 401
Budget Remaining	\$336,730.00	
Additional Required	\$0	

DETAILED SUMMARY STATEMENT:

Through this Professional Services Agreement (PSA) LA Consulting Incorporated will provide Asset Management Program improvement consulting services and assist staff in procuring a new Computer Maintenance Management System (CMMS). The Public Works Department's current CMMS is Cassworks. This software has been used by the department since 1996 and is at end of life. It will no longer be supported by the vendor after 2019. The Public Works Department will use a new CMMS system to support improved Asset Management practices.

This PSA is focused on work in the Public Works Department. However, Parks, Facilities, Transit and Finance will also be included in this effort in order to identify each department's CMMS needs and determine whether a new CMMS could benefit these departments in addition to Public Works.

The LA Consulting Incorporated PSA is for \$188,270.00.

RECOMMENDATION (Exact action requested of Council):

Authorize the mayor to sign a Professional Services Agreement with LA Consulting Incorporated for the Asset Management Improvement and Computer Maintenance Management System Replacement Project in the amount of \$188,270.00.

10/10/18

**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into on this 12 day of Sept, 2018, 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 LA Consulting, Inc., whose address is 124 11th Street Manhattan Beach, CA 90266, hereinafter referred to as the "Service Provider."

WHEREAS, the City desires to engage the Service Provider to provide Asset Management Program and Computerized Maintenance Management System software replacement consulting services 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.** 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 - Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". 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. If the 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 the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider's design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property 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 documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
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 1, 2020.

4. **Compensation.**

A. The City shall pay the 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. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of One Hundred Eighty Eighth Thousand Two Hundred Seventy Dollars (\$188,270.00).

E. 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, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) 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.: Grant Moen
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.** 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, the 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 the 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.

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. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

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 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. If the policy listed in Section 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. 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.

G. 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 he had 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.

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.: Grant Moen
3200 Cedar Street
Everett, WA 98201

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

Attn.: Harry Lorick
124 11th Street
Manhattan Beach, CA 90266

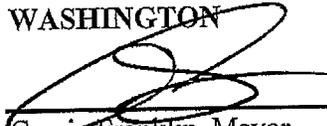
26. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

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. **Signature.** At the sole discretion of the City, the City may consent to the Service Provider's signature on this Agreement 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 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

9/12/18
Date

ATTEST:

for Anna Parkewitz
Sharon Fuller, City Clerk

9-12-18
Date

APPROVED AS TO FORM:

James D. Iles
James D. Iles, City Attorney

9/11/18
Date

Handwritten initials

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

Corporation	<u>LA CONSULTING, INC</u> [Service Provider's Complete Legal Name] By: <u>Harry C. Loricic</u> Typed/Printed Name: <u>Harry C Loricic</u> Its: <u>President / Principle</u> Date: <u>6/14/18</u>
Partnership (general)	_____ [Service Provider's Complete Legal Name] a Washington general partnership By: _____ Typed/Printed Name: _____ General Partner Date: _____
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: _____

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EXHIBIT A

Scope of Work

SCOPE OF WORK

LAC has outlined a scope to assist the City of Everett with its asset management system evaluation process for various infrastructure including water filtration plant assets, wastewater collection assets, water transmission and distribution systems, transportation and right-of-way systems, and stormwater systems. Other departments such as parks, facilities, and transit are NOT included in this scope in Phase A yet will be evaluated on limited basis just for their maintenance management system needs in Phase B.

STUDY APPROACH

Successful completion of this comprehensive operations evaluation is dependent on successful interaction and participation between LAC and City personnel, as well as LAC's background and experience. The work plan has been developed to ensure effective and interactive communication – leading to a comprehensive result that reflects the true needs for the City's maintenance and operations. The City has outlined four work products for the project, identified in three Phases. Our scope has been developed to provide the City with these desired deliverables.

The first major work product is to evaluate the City's existing operations and asset management practices. This effort will lead into LAC providing Asset Management Program and work practice optimization recommendations. This work will also provide the basis for a draft scope of work and specifications for a Computer Maintenance Management System (CMMS) that will meet the needs and objectives of the City. Many of the Asset Management Program and work practice optimization recommendations will utilize the new CMMS software functionality. A final report will be provided by LAC to the City, that will include actionable recommendations for improvement opportunities. In this phase, LAC will produce two working papers, a draft, and final report. At four stages in the process, a working presentation will be made to the review committee, and at three stages in the effort, a presentation will be made to all the employees (eighteen meetings). The final report will be the basis for replacement and enhancement of the City's CMMS and Asset Management Program.

The next work product is to assist in the selection of an enhanced Computerized Maintenance Management System (CMMS) in Phase B. The efforts for this task will include drafting the request for proposal (RFP), and assisting in the proposal reviews and selection process of the CMMS. LAC will assist in providing technical guidance during the evaluation of the proposals. Those firms that are shortlisted will be required to make a presentation, in which LAC will assist with the preparation of the presentation script and provide relevant City data for the proposed vendor to utilize. LAC will then assist the City to select the best system and related modules matching their specific needs. This system will be used as a tool to manage City assets and operations, in adherence with the recommendations from the first deliverable. LAC will then work with the selected Vendor and the City to set up and configure the system.

The third key work product is the production of an implementation plan, also in Phase B that will address how new business processes can be implemented and optimize the new CMMS system, as well as outline the system rollout and related configuration. The Implementation Plan will detail how the recommended improvements to the Asset Management Program should be implemented using the selected CMMS to meet the identified opportunities.

EXHIBIT A

Scope of Work

The third Phase (Phase C) is to assist Everett Public Works in the implementation of CMMS and asset management program. This is the fourth work product. This deliverable includes the actual implementation of Phase A recommendations, using the configured software from Phase B. This will include training staff and producing Standard Operating Procedures documents. The detail on how LAC will address each of the areas of the scope is outlined in the following Phases/Tasks. Phase C of the scope cannot be readily outlined and determined without the completion of both Phase A and B.

PHASE A – EVALUATE OPERATIONS

This phase will be an assessment of the City's maintenance and operations practices and current use of Cassworks and other related software systems. This effort will focus on providing specific business process and system recommendations that will improve how the Public Works Department functions through an Improved CMMS and Asset Management Program. This Phase encompasses seven tasks, with some having sub-tasks including an employee survey.

TASK A1 – PROJECT INITIATION

The following tasks are intended to familiarize Department staff with the approach that LAC will take to evaluate and formulate recommendations for the Asset Management Program improvement and CMMS replacement project. The tasks will also serve to educate LAC on the organization, work processes, and staff.

Task A1.1 – Project Startup

During this first task, LAC will begin the planning efforts associated with the project. LAC will initiate the project immediately after the contract is signed. LAC staff will conduct initial meetings with the Department managers and other key staff to review the project's objectives and their perception of the approach and methodology of the review.

Structured interviews will also be conducted with key employees that have a major impact on the controlling and directing operations. Overview site visits will occur by the LAC team on general work and assets. Information and ideas on current aspects of each of the various operations will be obtained, along with concepts for enhancements through a new Asset Management Program and CMMS. The objective of these sessions is to develop working relationships with key staff, create a general understanding of each of the objectives, and further refine the LAC methodology and approach to effectively accommodate the specific needs and desires of the City.

We anticipate ten (10) interviews to complete this effort.

City assistance: Have staff available and participate in requested interviews with 10-day notice.

Product: Key Department staff will be consulted and concepts for improvements and enhancements will be prepared.

Task A1.2 – Prepare Detailed Work Plan

Based on our observations and discussions in the initial task, LAC will prepare a detailed schedule and work plan that includes optimized ideas and concerns from Department employees.

EXHIBIT A

Scope of Work

The project tasks will be further defined with milestone changes if the information obtained from Task A1.1 warrants.

City assistance: Receive schedule and use to plan effort.

Product: A detailed schedule will be prepared.

Task A1.3 – Establish a Review Committee

To ensure an effective program, operational effort, and credibility with all levels of the organization, a Review Committee of 8-10 members of staff will be established by the City. The group, composed of management and key representative personnel from various groups, shall be updated at major milestones and provide direction to LAC. In addition, the Committee will periodically review progress and accomplishments, as well as provide LAC with guidance and counsel. Committee members will develop a firsthand understanding of the project findings as they are documented and presented. This method will promote a sound understanding of the analysis process and ensure the credibility of the findings and recommendations of LAC. It is recommended that the Department appoint an in-house coordinator to work closely with LAC. This individual will assist in researching and compiling the required data, and act as a liaison between the Committee and LAC.

The Committee will consist of selected office and field operational personnel, and key Department staff. They will work with LAC's project team on baseline information, identification of best management practices, as well as the review of findings and recommendations.

City assistance: Select and assign Review Committee and Study Coordinator that guides compilation of data request by LAC and forwards to LAC.

Product: A Review Committee and study coordinator appointed to work with LAC to ensure study credibility and assist in data research.

Task A1.4 – Conduct Orientation

To establish a uniform understanding of the operations and LAC's role between the Committee and the project team, a general orientation session will be conducted. During this meeting, LAC will describe, in detail, our proposed approach, our schedule, and identify any potential problems along with what data will be researched and compiled, and the results and benefits that can be expected. A series of six (6) meetings will be conducted with all relevant employees in the Department, to outline the process being planned.

City assistance: Attend kickoff meeting and provide input as necessary.

Product: A uniform understanding between staff participating in the study and LAC as to the project objectives, work methods, and schedule.

TASK A2 – EXAMINATION OF SERVICES AND FIELD REVIEW

After a Review Committee has been established and orientation meetings have taken place, LAC will begin interviewing staff (30 are estimated) and collecting data on all aspects of the current operations, with field reviews of 10- to 15-person days planned. This effort will be performed through a series of sub-tasks described below. This Task A2 resulting work product will be an

EXHIBIT A

Scope of Work

outline or baseline of existing operations. This baseline of existing operations and software systems supporting these operations will be used in Phase B to create the RFP and assist the selection of a new CMMS program.

Task A2.1 – Activity Review (Department provides existing data – LAC analyzes)

Using information collected from the Department thorough interviews, observations and data, in combination with LAC's experience, a general listing of the type of services and activities conducted in each group within the Department will be determined. Attempts will be made to generally estimate the amount of effort made in each activity. Rather than cover all activities, LAC will utilize the Pareto principle that will focus our effort by estimating that approximately 20% of the activities comprise 80% of the work. LAC anticipates between 15 and 20 activities will be identified for each function by applying this approach.

In this activity process, an inventory item that best describes the potential workload over the life of the asset will be identified. Examples would be miles for water lines, number and size of plants, number of valves, number of pump stations, number of traffic signals, street miles, number of signs, etc. This information will be compiled in a composite list of activities and their units of measure. LAC will review crews on site during a series of field reviews to document labor, resources, location, and how work is identified.

City assistance: Coordinate with employees and LAC to set up field observations at various locations.

Product: Activity list with unit of measure identified and documented.

Task A2.2 – Work History and Service Level Review (Department provides existing data – LAC analyzes)

A ten-year compilation of work performed by major activities (30 provided by City) will be made. This will be achieved through a review of daily work reports, work orders, or use of any existing reporting systems (Cassworks), as well as estimates of material used and field observations of the existing operations. The data compiled will be in person-days of work annually and by activity, along with the work units accomplished. An example for a fiscal year would be the number of valves turned, or the number of lift station preventative maintenance routines performed, signs replaced, feet of sewer lines cleaned, inlets cleaned, etc. This will be performed for each activity. Also, any support contract information will be obtained to capture all maintenance effort.

City assistance: Provide ten-year history of work accomplishment by activity.

Product: A work history will be compiled for activities performed by all groups.

Task A2.3 – Resource and Organizational Data (Department provides existing data – LAC analyzes)

Using the assistance of Department staff, LAC will request a listing by general category for labor, equipment, and material resources. Existing personnel and equipment files, as well as information from field and office observations will be used to provide the estimates. If the information is not available, unit costs will be estimated. LAC will also make an estimate of staff

EXHIBIT A

Scope of Work

time and resource savings available through an improved Asset Management Program utilizing a new CMMS.

City assistance: Provide labor and equipment rates in electronic format, as well as a list of materials and cost with sources identified.

Product: Resource data will be collected and analyzed.

Task A2.4 – Financial Resource Data (Department provides existing data – LAC analyzes)

The existing systems identified along with past budgetary information will be used to collect financial data. Workloads will be compiled and estimated from a combination of material records, time sheets, as well as field and historical estimates. This would include budgeted dollars for maintenance, capital projects, operations, as well as actual expenditures.

City assistance: Provide financial information in electronic format, as well as a list of materials and cost with sources identified.

Product: Workload and financial data will be captured.

Task A2.5 – Policies and Goals (Department provides existing data – LAC analyzes)

The Department's documented vision, mission, and strategic goals will be reviewed and compared to staff direction, resources utilized, and core competencies. LAC will analyze the policies to determine how a new Asset Management Program and CMMS can better support Department goals and document key metrics in these areas. An analysis of current organizational policies established by the Department will be conducted and impacts on operations, maintenance, and capital projects will be determined. Specifically, LAC will review customer service processes, response time, complaint handling and tracking, communication protocol, procedures for prioritizing work, and how all of this is scheduled and tracked within the CMMS and related systems. All requirements, documentation, and internal and external policies will be reviewed and outlined. Informal and functional procedures will be included in this effort.

The Asset Management Program and use and documentation within the CMMS will be structured to directly support the Departments vision, mission, and level of service goals.

City assistance: Provide policy and goals information in electronic format, as well as a list of materials and cost with sources identified.

Product: A review of Department policies and direction.

Task A2.6 – Span of Control/Management Layers

An analysis of the current organizational structure of the Department will be conducted and impacts on operations and effectiveness will be determined by another consultant for the City. LAC's role is only to review their report and use relevant information.

City assistance: Provide latest Matrix study in electronic format.

EXHIBIT A
Scope of Work

Product: A review of City's consultant study on management layers and span of control for the departments.

Task A2.7 – Systems Review

A complete analysis of the current systems the Department is using will be conducted. The inputs and outputs from each of the systems, along with their current usage and purpose for functionality will be determined. The data from each database will be reviewed and related to actual processes. Structured interviews with users and maintainers of each of these systems will occur, including IT/GIS groups.

The utilization, linkage, and functionality of each system along with integration of GIS, SCADA, and/or any financial systems will also be investigated. Plans for changes and updates will be outlined.

City assistance: Set up interviews for LAC to discuss existing systems, such as GIS, with key users and IT.

Product: An understanding and outline of current system utilization and functionality will be made.

Task A2.8 – City Employee Survey

An electronic survey of employees within the Department will be conducted. The purpose of this survey would be to ascertain the CMMS needs from each employee and work group. As in many similar agencies, some employees may have limited reading or writing skills, as well as limited access to computers. To address these challenges, the survey will be developed using easy to understand, manual forms, as well as electronically. The survey will be conducted completely confidential of any employee's identity.

After the survey is complete, LAC will review each survey question. The results will be incorporated as an appendix in the baseline working paper.

City assistance: Advise staff and support LAC in getting employees to respond to survey.

Product: Survey conducted, data analyzed, and results communicated to the City.

Task A2.9 – Management Approach and Preparation of Baseline

All key strategic goals and various departmental functions identified in structured interviews will be further analyzed through the appraisal of available planning documents such as inventories, needs identification systems, complaints, routine maintenance schedules, activity guidelines, work methods, and work programs. The scheduling methods and assignment of work processes within Cassworks and any other relevant systems will be recorded and discussed with various staff. The work orders or log items that track work performed, hours, and resources expended will be identified and observed. Finally, the control mechanisms, such as generated reports, will be evaluated. Any graphs, and/or figures that track effort expended, work accomplished, project completion, and budgets used will be obtained and generally understood and evaluated. These work processes will be completely outlined.

EXHIBIT A

Scope of Work

These existing work processes will be documented in a short summary and the areas in the basic management processes of planning, organizing, scheduling, and controlling that need improvement and enhancement will be identified. In addition, the organizational structure and work flow will be identified and general assignments and responsibilities outlined for key staff in the various Department functions.

Using the information obtained in previous steps, LAC will flowchart how work is identified, planned, organized, scheduled, and performed. All reporting information will also be documented. LAC will outline precise workflows including data and automated system approaches.

LAC will present the baseline data to the Review Committee for their input and affirmation via presentation. Information and feedback will then be used afterwards to compile a working paper that will outline LAC's understanding of the Department's operations.

This sub-task will be documented in a concise (estimated 40 - 50 pages) draft working paper and distributed to the Committee. LAC will present the baseline to management for their input.

City assistance: Announce meeting to committee and schedule employees to attend baseline presentation.

Product: Interview and define basic existing management processes and document information in a baseline working paper (40-50 pages).

TASK A3 – EVALUATE OPPORTUNITIES FOR IMPROVEMENT

The LAC project team will use the collected information and their experience to evaluate opportunities where improvements can be made with an improved Asset Management Program and CMMS. The following sub-tasks will be performed in this effort:

Task A3.1 – Work Flow Analysis

The ideal workflow will be compared to actual processes for work identification, work scheduling, fiscal analysis, project management, and contract determination. Any differences will be identified. Also, opportunities to streamline or eliminate unnecessary steps within a new CMMS and optimized Asset Management Program will be identified including how the Department interacts with other programs such as local agencies and Budget, Finance, and Taxation.

Task A3.2 – Work Method

A sample of several key activities would be spot-checked by LAC at work with process, equipment, method, quality of work, and productivity noted as opportunities from Task A-2. From previous consultant's experience, discussions with staff, and other agency data, comparisons and opportunities for improvement will be identified. This will include specific activities for the Department's various functions. Crews will also be observed by LAC in the field as required to understand work methods and their impacts on overall operations.

City assistance: Coordinate and help schedule follow-up interviews.

Task A3.3 – Resource and Organizational Evaluation

EXHIBIT A

Scope of Work

Information collected in previous tasks will be stored in an internal LAC evaluation database. LAC, using inventories, levels of service goals and maintenance frequencies listed by the City, and production values will then estimate the workload and resources needed to meet this level of service. The labor and equipment resources needed would be compared to the current operational resources. This effort will illustrate how a new Asset Management Program and optimized CMMS will be able to increase efficiencies and free up staff resources to meet additional data collection and level of service goals.

LAC's work model will estimate the staffing and resources needed to match the desired service levels and related workload. These service level goals and data collection will be compared to optimized work practices at other high performing agencies to identify best practices that can be incorporated into a new Asset Management Program and CMMS system in the City of Everett Public Works Department.

Task A3.4 – Workload and Budget Evaluation

Using the working paper information from previous tasks and discussions with Department staff, the procedures used by the Department to develop annual performance budgets based upon the existing service levels will be examined. This review will focus on the relationship of funding to workload and data collected. How data is collected, entered into the CMMS system, and ultimately used to optimize workloads, scheduling, and budgeting will be analyzed. Opportunities for improvement with a new CMMS and Asset Management Program will be identified.

Task A3.5 – Technology Evaluation

LAC will review the Department's current databases, existing software platforms, and associated data models for all infrastructure and system operations as they relate to various maintenance and operations functions. Technology from wireless applications, GIS, GPS, SCADA to web enabled capabilities will be outlined. LAC will look at the various inputs and outputs and develop an understanding of how the existing data is processed. A general logic flow will be developed that will outline the process. LAC will interview the IT Manager and Department staff that manages the databases that were developed and/or implemented. LAC anticipates five interviews.

City assistance: Introduce and help schedule interviews.

Task A3.6 – Potential to Share Resources

LAC will evaluate opportunities to share various City resources in both use and cost. Such opportunities may be equipment, traffic control, inventory management, instrumentation, automation systems, or laboratory testing.

Task A3.7 – Comparison to CMMS Optimization at other Agencies

A group of comparable agency performance parameters, from no less than four (4) agencies, will be compared to those of the Departments. Many agencies will be considered, but LAC will try to use "best in class" so that opportunities for improvement can be made. Any areas of opportunity for improvement to work flow, data collection, and analysis within a new CMMS will be identified.

LAC will compare information collected in tasks A2 and A3 for comparison with relevant industry, agency and regional data for managing projects, programs, and other duties.

EXHIBIT A
Scope of Work

Product: A complete compilation of opportunities in a presentation format to improve operations will be compiled.

TASK A4 – DOCUMENT AND PRESENT FINDINGS

The findings from the first three tasks will be compiled and documented by LAC and presented to the Committee on-site and other general staff for review and further discussion. Task A4 will result in an outline of potential improvement opportunities.

This will include all basic management functions from work planning, organization, direction, and controlling and improving from both best business practices to an automation review of process, methods, resources, and technology. The findings will include an evaluation of all aspects of the Department including their strengths and weakness in relation to current operations. Opportunities to improve operations from process, consolidation, restructure, and organization will be outlined.

LAC will present initial findings in a meeting to all the Department employees for their input in a series of six meetings. After that presentation, the information will be assembled into a working paper, and then submitted to the Committee for their comments.

City assistance: Advise staff and optimize scheduling committee and employees for presentation of findings. Request employee review of findings working paper and collect and compile and send to LAC.

Product: Working paper that documents the findings (20-40 pages).

TASK A5 – PREPARE DRAFT REPORT RECOMMENDATIONS

After the presentation in Task A4, a compilation of the comments from the baseline and findings will be assembled and submitted in a draft report to the Committee for their final comments and feedback. The draft report will also include recommendations for improvement that can be implemented.

Input and counsel from the review Committee and all field staff will be encouraged during the recommendations presentation to assist LAC in further refining the recommended solutions.

City assistance: Advise staff and optimize scheduling committee and employees for presentation of recommendations. Request staff to review and then compile all comments of draft report and send to LAC.

Product: Draft report will be compiled and submitted that outlines the effort to improve the Department operations.

TASK A6 – DOCUMENT FINAL REPORT

The project's recommendations will be finalized in a report after input from the Committee and key management staff. During this task, LAC will make a series of presentations of the findings and recommendations.

The final report will include explicit recommendations that will allow the Department to be more effective and efficient with a new CMMS and Asset Management Program. The benefits and cost will be estimated in both short and long-term implementations. The focus will be to develop

EXHIBIT A

Scope of Work

a “play book” that will allow opportunities for the Department to be the most effective through the implementation of specific recommendations.

LAC will relate all recommendations to facts collected from Department employees. This will result in a process that will ensure a buy-in of recommendations that can be implemented.

City assistance: Forward the final report to all relevant and interested employees.

Product: A series of findings and recommendations presentations will be made. A final written report that documents the baseline operations, findings, and recommendations will also be submitted.

TASK A7 – MONTHLY STATUS AND QUALITY CONTROL

Monthly status reports will be prepared for the City. These reports will include a listing of all the project tasks with a summary status and a percent complete for each task.

City assistance: Receive and review status against billing.

Product: Monthly status report will be provided.

PHASE B – MAINTENANCE MANAGEMENT SYSTEM SOFTWARE AND HARDWARE

This phase encompasses five work tasks (with 10 associated subtasks). A description of the work for each task follows. These descriptions include the processes, methods, and procedures to be used, as well as the expected product.

TASK B1 – INTERVIEW AND EVALUATE OTHER GROUPS

As part of this effort, LAC will request and receive data on systems and operations prior to meeting Transit, Parks and Facilities. LAC will then compile relevant information through interviews and review of the existing automated systems. The purpose of this effort will be to provide LAC with a general level of understanding for their operational groups, their current use of automated systems, and potential system needs.

TASK B1.1 – Interview and evaluation of Everett Transit

Within this subtask, LAC will interview the Everett Transit Manager, along with other key knowledgeable staff of operations and the various systems they utilize. In addition, LAC will observe their use of current automated systems. The purpose of this effort will be to gain a high-level understanding of the current uses of automated systems, and the group’s automated system needs, as well as the potential for inclusion with Maintenance and Operations updated automation system.

LAC anticipates sixteen (16) hours of effort to accomplish this sub-task.

TASK B1.2 – Interview and evaluation of Facilities

Within this subtask, LAC will interview the Manager of the Facilities group, along with other key knowledgeable staff of operations and the various systems they utilize. In addition, LAC will observe the use of current automated systems and some field assets. The purpose of this effort

EXHIBIT A

Scope of Work

will be to gain a high-level understanding of the current uses of automated systems; and the group's automated system needs, as well as the potential for inclusion with Maintenance and Operations updated automation system.

LAC anticipates sixteen (16) hours of effort to accomplish this sub-task.

TASK B1.3 – Interview and evaluation of Parks

Within this subtask, LAC will interview the Manager of the Parks Department, along with other key knowledgeable staff of operations and the various systems they utilize. In addition, LAC will observe the use of current automated systems and some field assets, including up to two (2) County park sites. The purpose of this effort will be to gain a high-level understanding of the current uses of automated systems, and the group's automated system needs, as well as potential for inclusion with Maintenance and Operations updated automation systems.

LAC anticipates sixteen (16) hours of effort to accomplish this sub-task.

TASK B1.4 – Compile and Present Results

All subtasks will be compiled in a simple outline of 6-8 pages, indicating the existing systems and group desires, along with issues and opportunities. Two (2) meetings will be planned to review LAC's suggestions for integration and inclusion within the RFP.

LAC anticipates twenty (20) hours of effort to accomplish this subtask.

City assistance: Coordinate meetings with various departments, then set up a meeting for LAC to report results of the analysis and receive feedback.

End Product: Present and document the feasibility of inclusion and integration of specific operational groups within the County.

TASK B-2 – DRAFT RFP, ASSIST IN SELECTION OF NEW CMMS

The efforts for this task will include drafting the request for proposal (RFP), and assisting in the selection process of the Computerized Maintenance Management System (CMMS). Work will include the ability to use the system at all levels for work planning and managing, which includes the ability to plan, cost, monitor and improve. A new system will be selected through a competitive process. This includes four subtasks.

Task B-2.1 – Prepare Draft Software RFP to Meet Goals

LAC will be working with the committee to draft an RFP and will also work with IT and Procurement to help in developing a document that can be prepared for solicitation. LAC will also provide a list of those known CMMS vendors added to the City's list of potential bidders. After completion of the RFP and prior to vendor submittals, LAC will meet with the selection panel to ensure complete understanding of the scope. Three meetings are anticipated with one on-site.

City assistance: Coordinate meeting with IT and Procurement, then set up a meeting with selection panel.

Task B-2.2 – Provide Technical Support and Guide in the Selection Process

EXHIBIT A

Scope of Work

LAC will provide input in the process for narrowing the vendors to between 2 to 5 (short list). LAC will provide input to the City for any vendor questions that occur prior to the submittal.

In the review of submittals, LAC will focus on submittal's meeting the RFP requirements for further consideration to the short list. In this process, LAC will review proposals and provide a written assessment of compliance to the RFP scope for each submittal of the RFP. LAC will also provide a letter of acknowledgement of any relationships and/or common clients to ensure transparency to the City for those vendors who submitted. LAC will not rank the proposals, but instead will indicate the ability demonstrated of each vendor to meet the RFP requirements. Two meetings are anticipated with one on-site.

City assistance: Coordinate meeting with LAC to review of documents with the review panel.

Task B-2.3 – Participate in Software Demonstrations

LAC will outline, with collaboration from the committee; a script for the short-listed vendors to present to the committee. This will include providing sample data from the City from our Phase A report evaluation that vendors should use in their presentation. The script will be designed to ensure that all vendors cover the basic requirements and allow for a thorough submittal, as well as ease the effort of comparison for the committee. LAC will participate in witnessing the demonstrations as only an observer and will be a resource for the committee in their decision process. Two days of demonstrations are anticipated along with a single meeting with the City to prepare for demonstrations in which LAC will be on-site.

City assistance: Coordinate meeting with LAC and review panel to review script and provide input. Set up and coordinate with LAC for shortlisted vendor demonstrations.

Task B-2.4 – Provide Technical Support to Select Software

After the demonstrations and ratings by the committee's reviews, LAC will input and help in completely understanding the capabilities displayed by the shorted listed vendors. LAC will not rank these vendors, but will indicate only their compliance with the needs identified in the June 2016 study and assist in realizing the capabilities shown by each vendor that will assist in the process improvement. The City committee will decide, and LAC will only be used as a resource for clarification and understanding.

City assistance: Coordinate meeting with LAC to finalize decision on software system.

Product: System selected that matches City needs.

TASK B-3 – SELECTION OF CMMS MODULES

This effort will include facilitation of selected modules and support for installation, as well as planning for configuration of the system, and training of staff to use the system. Evaluation of current CMMS modules, identifying proper "module grouping" for each group and their needs will also occur. Coordination with IT will also ensure maximum hardware and current technology configurations do not impede functionality and/or system performance. This includes three subtasks.

Task B-3.1 – Select Software Modules

EXHIBIT A

Scope of Work

LAC will help guide the City in the finalization of the contract scope with the chosen vendor and in the selection and number of modules. One (1) meeting is anticipated.

City assistance: Allow LAC review of documents and set up meeting with LAC and review panel.

Task B-3.2 – Install Software

Though the vendor will load the system with IT support, LAC will monitor and help ensure that the system is operational at key locations within the City. LAC anticipates one (1) on-site visit.

City assistance: Coordinate system loading date of vendor system with LAC.

Task B-3.3 – Configuration of Software

Most systems that are available, are configurable to an agency's needs. LAC will support the City to help configure the system along with the vendor to best meet the City needs. LAC anticipates one (1) on-site visit assuming allowance for on-site connection for CMMS access.

This task does not include implementation training, it is only to support the City to obtain, load and configure the system for the City's usage.

City assistance: Coordinate with LAC and vendor for configuration.

Product: Provide guidance in system module selection, installation and configuration of selected CMMS software.

TASK B-4 – DEVELOP STEP-BY-STEP IMPLEMENTATION PLAN AND TIMELINE

Once all goals and needs for a best approach have been identified, a detailed implementation plan and timeline will be created. The plan will include step-by-step processes to implement the final report recommendations, with a specific timeline for the accompanying tasks within the plan.

A draft plan will be submitted to the Review Committee for review. Once all comments have been made, the plan will be finalized.

City assistance: Review Implementation Plan and set up a meeting for LAC and review panel to finalize.

Product: A complete implementation plan and timeline will be created.

TASK B-5 – MONTHLY STATUS AND QUALITY CONTROL

Monthly status reports will be prepared for the City. These reports will include a listing of all the project tasks with a summary status and a percent complete for each task.

City assistance: Receive and review status against billing.

EXHIBIT A

Scope of Work

Product: Monthly status report will be provided.

PHASE C – OPERATIONS PROCESS DEVELOPMENT /IMPLEMENTATION (NO DETAILS AT THIS TIME)

The implementation plan developed from Phase B provides a “playbook” for actual implementation of the recommendations. Further, the implementation will occur in the selected software that is chosen by the City in Phase B. The type of recommendations from Phase A is currently unknown. After the recommendations are outlined and support of LAC is desired, then that effort will have to be estimated and negotiated at that time. Much of the effort will focus on full implementation of the selected CMMS software for work planning, organizing, scheduling and controlling.

PROJECT SCHEDULE

LAC estimates a six-month effort for Phase A and six months for Phase B, assuming the City’s procurement can be completed in 3 months. Phase C schedule cannot be estimated without knowing results of Phase A and B.

Everett Evaluation		Months											
Task No.	Task Description	1	2	3	4	5	6	7	8	9	10	11	12
PHASE A – EVALUATE OPERATIONS													
A1	PROJECT INITIATION												
	Task A1.1 - Project Startup												
	Task A1.2 - Prepare Detailed Work Plan												
	Task A1.3 - Establish a Review Committee												
	Task A1.4 - Conduct Orientation												
A2	EXAMINATION OF SERVICES AND FIELD REVIEW												
	Task A2.1 - Agency Review												
	Task A2.2 - Work History and Service Level Review												
	Task A2.3 - Resource and Organizational Data												
	Task A2.4 - Financial Resource Data												
	Task A2.5 - Policies and Goals												
	Task A2.6 - Span of Control/Management Layers												
	Task A2.7 - Systems Review												
	Task A2.8 - City Employee Survey												
	Task A2.9 - Management Approach and Preparation of Baseline												
A3	EVALUATE OPPORTUNITIES												
	Task A3.1 - Work Flow Analysis												
	Task A3.2 - Work Method												
	Task A3.3 - Resource and Organizational Evaluation												
	Task A3.4 - Workload and Budget Evaluation												
	Task A3.5 - Technology Evaluation												
	Task A3.6 - Potential to Share Resource												
	Task A3.7 - Macroscopic Benchmarking												
A4	DOCUMENT AND PRESENT FINDINGS												
A5	PREPARE DRAFT REPORT RECOMMENDATIONS												
A6	DOCUMENT FINAL REPORT												
A7	MONTHLY STATUS AND QUALITY CONTROL												
PHASE B MAINTENANCE MANAGEMENT SYSTEM SOFTWARE AND HARDWARE													
B1	TASK B1 - INTERVIEW AND EVALUATE ALTERNATE GROUPS												
	Task B-1.1 Interview and evaluation of Everett Transit												
	Task B-1.2 Interview and evaluation of Facilities												
	Task B-1.3 Interview and evaluation of Parks												
	Task B-1.4 Compile and Present Results												
B2	DRAFT RFP, ASSIST IN SELECTION OF NEW CMMS												
	Task B-2.1 Prepare Draft Software RFP to Meet Goals												
	Task B-2.2 Provide Technical Support and Guide in the Selection Process												
	Task B-2.3 Participate in Software Demonstrations												
	Task B-2.4 Provide Technical Support to Select Software												
B3	SELECTION OF CMMS MODULES												
	Task B-3.1 Select Software Modules												
	Task B-3.2 Install Software												
	Task B-3.3 Configuration of Software												
B4	DEVELOP STEP-BY-STEP IMPLEMENTATION PLAN AND TIMELINE												
B5	MONTHLY STATUS AND QUALITY CONTROL												

- - - - - Procurement

EXHIBIT A

Scope of Work

The project as outlined in the scope in Phase A and B (see products) has many deliverables as listed below:

1. Kickoff presentation in Task A-1 with seven sessions
2. Baseline working paper in Task A-2 with one presentation
3. Findings working paper in Task A-4 with seven presentations
4. Draft final report in Task A-5 with seven presentations
5. Final report in Task A-6
6. Phase A Status report monthly Task A-7
7. Draft RFP in Task B-2.1
8. Review of proposals in Task B-2.1 outlined in a short working paper along with an acknowledgement letter
9. List of CMMS vendors in Task B-2.1
10. Short list compilation in Task B-2.2
11. Script outline and sample data for short list presentations in Task B-2.3
12. Final selection compilation in Task B-2.4
13. Outline of module and licenses requirements in Task B-3.1
14. Assist in system load confirmation in Task B-3.2
15. Assistance in CMMS configuration in Task B-3.3
16. Implementation plan and meeting in Task B-3
17. Phase B Status report monthly Task B-4

EXHIBIT B COMPENSATION

Service Provider (LAC) is comfortable estimating the cost by task in a lump sum costing basis, having performed similar projects. Service Provider experience in this type of effort and knowledge of the area allow them to use experience to make these estimates.

Service provider may receive payment based on percent completed and confirmed by City's project manager on a cost by task in a lump sum basis. This payment by tasks includes all cost for labor, travel, lodging and supplies. Tasks areas outlined and based on the contact scope in Exhibit A. The Service provider will submit with each invoice a complete status with effort accomplished by each task and work done by tasks in relation to contract scope in Exhibit A.

Everett Evaluation		Task Amount
Task No.	Task Description	
PHASE A - EVALUATE OPERATIONS		
A1	PROJECT INITIATION	\$ 23,919
	<i>Task A1.1 - Project Startup</i>	\$ 11,573.71
	<i>Task A1.2 - Prepare Detailed Work Plan</i>	\$ 1,157.37
	<i>Task A1.3 - Establish a Review Committee</i>	\$ 385.79
	<i>Task A1.4 - Conduct Orientation</i>	\$ 10,802.13
A2	EXAMINATION OF SERVICES AND FIELD REVIEW	\$ 32,021
	<i>Task A2.1 - Activity Review</i>	\$ 10,030.67
	<i>Task A2.2 - Work History and Service Level Review</i>	\$ 4,243.75
	<i>Task A2.3 - Resource and Organizational Data</i>	\$ 964.49
	<i>Task A2.4 - Financial Resource Data</i>	\$ 1,350.28
	<i>Task A2.5 - Policies and Goals</i>	\$ 1,736.08
	<i>Task A2.6 - Span of Control/Management Layers</i>	\$ 1,543.18
	<i>Task A2.7 - Systems Review</i>	\$ 1,157.39
	<i>Task A2.8 - City Employee Survey</i>	\$ 2,314.77
	<i>Task A2.9 - Management Approach and Preparation of Baseline</i>	\$ 8,680.39
A3	EVALUATE OPPORTUNITIES	\$ 15,625
	<i>Task A3.1 - Work Flow Analysis</i>	\$ 2,700.57
	<i>Task A3.2 - Work Method</i>	\$ 2,700.57
	<i>Task A3.3 - Resource and Organizational Evaluation</i>	\$ 1,543.18
	<i>Task A3.4 - Workload and Budget Evaluation</i>	\$ 1,543.18
	<i>Task A3.5 - Technology Evaluation</i>	\$ 2,314.77
	<i>Task A3.6 - Potential to Share Resource</i>	\$ 1,736.08
	<i>Task A3.7 - Macroscopic Benchmarking</i>	\$ 3,086.36
A4	DOCUMENT AND PRESENT FINDINGS	\$ 20,833
A5	PREPARE DRAFT REPORT RECOMMENDATIONS	\$ 19,676
A6	DOCUMENT FINAL REPORT	\$ 9,645
A7	MONTHLY STATUS AND QUALITY CONTROL	\$ 2,894
PHASE B MAINTENANCE MANAGEMENT SYSTEM SOFTWARE AND HARDWARE		
B1	TASK B1 - INTERVIEW AND EVALUATE ALTERNATE GROUPS	\$ 13,117
	<i>Task B-1.1 Interview and evaluation of Everett Transit</i>	3086.36
	<i>Task B-1.2 Interview and evaluation of Facilities</i>	3086.36
	<i>Task B-1.3 Interview and evaluation of Parks</i>	3086.36
	<i>Task B-1.4 Compile and Present Results</i>	3857.95
B2	DRAFT RFP, ASSIST IN SELECTION OF NEW CMMS	\$ 24,691
	<i>Task B-2.1 Prepare Draft Software RFP to Meet Goals</i>	\$ 10,802.31
	<i>Task B-2.2 Provide Technical Support and Guide in the Selection</i>	\$ 5,401.16
	<i>Task B-2.3 Participate in Software Demonstrations</i>	\$ 5,786.95
	<i>Task B-2.4 Provide Technical Support to Select Software</i>	\$ 2,700.58
B3	SELECTION OF CMMS MODULES	\$ 16,975
	<i>Task B-3.1 Select Software Modules</i>	\$ 3,857.95
	<i>Task B-3.2 Install Software</i>	\$ 3,857.95
	<i>Task B-3.3 Configuration of Software</i>	\$ 9,259.09
B4	DEVELOP STEP-BY-STEP IMPLEMENTATION PLAN AND TIMELINE	\$ 7,716
B5	MONTHLY STATUS AND QUALITY CONTROL	\$ 1,158
PHASE C OPERATIONS PROCESS DEVELOPMENT /IMPLEMENTATION		No estimate
Total Labor Cost		
Total Cost		\$ 188,270

EXHIBIT B
COMPENSATION

As shown in the figure above, the cost for the eleven tasks is \$188,270. Phase A is proposed to cost \$124,613, with Phase B at \$63,357 which includes \$13,117 for Parks, Facilities and Transit support. Phase C is unable to be estimated until completion of Phase A and Phase B.

This is a challenging assignment, and LAC has the capabilities and necessary resources to ensure a successful project.

Rates for LAC

Though this is a lump sum project, LAC has provided rates should the City desire additional, undefined services. These rates are all inclusive rates including labor, travel, overheads and profit.

LA CONSULTING, Inc.
2018 Rates

JOB CATEGORY	HOURLY RATE
Administrative	\$83
Technician/ Graphics Support	\$95
Asst Consultant	\$123
Consultant	\$154
Sr. Consultant	\$195
Associate	\$200
Senior Associate	\$230
Principal	\$242
Expert Witness	\$500

All out of pocket expenses will be billed at cost with a 5 % markup for administrative and processing efforts. Mileage is \$.57/mile. Rates are current as of January 1, 2018. Rates are adjusted annually with next adjustment on July 1, 2019.

EXHIBIT C
REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Parking		
Meals		

Handwritten initials

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), or 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: LA Consulting, LLC

Signature: [Handwritten Signature] Printed Name: Haris C. Lonick Title: President/Proprietor

[Handwritten Initials]



CITY OF EVERETT
Public Works Department

September 14, 2018

Attn: Harry Lorick
LA Consulting, Inc.
124 – 11th Street
Manhattan Beach, CA 90266

Dear Harry,

Attached is your signed original of the professional service agreement with the City of Everett and your firm for the Asset Management and Computer Maintenance Management System Replacement project.

If you have any questions please contact Grant Moen @ 425-257-8947 or email at gmoen@everettwa.gov

Sincerely,

Heather Magnuson

Heather Magnuson
Administrative Coordinator

Attachment



3200 Cedar Street
Everett, WA 98201



425.257.8800
425.257.8882 fax



everettpw@everettwa.gov
everettwa.gov



Project title: Right of entry granted by Thunder Dragon T LLC to the City for entry onto property in the Lake Chaplain watershed area for City beaver dam mitigation project.

City Council Agenda Item Cover Sheet

Council Bill #

Project: Right of Entry to City for Beaver Dam Mitigation Project

Partner/Supplier : Thunder Dragon T LLC

Agenda dates requested:

Location: Lake Chaplain Watershed Area – Parcel 29073500200500

September 9, 2020

Preceding action:

Briefing

Fund:

Proposed action

Consent X

Action

Ordinance

Public hearing

Yes No X

Fiscal summary statement:

The City of Everett is responsible for maintaining the T-1000 access road which crosses parcel #29073500200500 owned by Thunder Dragon T LLC.

Budget amendment:

Yes No X

Thunder Dragon T LLC has agreed to grant a right of entry to the City for a beaver dam mitigation project in exchange for the mutual benefits derived therefrom.

PowerPoint presentation:

Yes No X

Project summary statement:

Recent beaver activity in the Lake Chaplain Watershed area has altered channel morphology, causing higher risk of erosion and unpredictable channel movement. The City has developed a project to manage beaver dams in this area to prevent dam breaks that could result in high flash flows and potentially inundate portions of City ownership. The objective of this project is to maintain and improve drainage patterns to promote normal water flow throughout the watershed. Any privately-owned land that lies within the scope of the project area requires authorization from the private property owner for entry.

Attachments:

Department(s) involved:

Parks/Cultural Arts

Real Property

Contact person:

Darcie Byrd

Phone number:

425 257-7294

Email: dbyrd@everettwa.gov

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the right of entry granted by Thunder Dragon T LLC to the City for entry onto property in the Lake Chaplain watershed area for City beaver dam mitigation project.

Initialed by:

Department head

Administration

Council President

RIGHT-OF-ENTRY AGREEMENT
for
Hydraulic Project – Beaver Dam Mitigation

REAL ESTATE MANAGER
3200 CEDAR STREET
EVERETT, WA 98201

PROJECT: Beaver Dam Mitigation
PARCEL LOCATION: S1/2 SW1/4 NW1/4, S35, T29N, R7E
Property APN#: 29073500200500
OWNER: Thunder Dragon T LLC

This agreement is made this day of August, 2020 (“Effective Date”), by and between Thunder Dragon T LLC, a Foreign Limited Liability Company (hereinafter referred to as “Owner”) and the City of Everett, (hereinafter referred to as “City”) with reference to real property generally identified as Assessor’s Parcel Number 29073500200500 (the “Property”). The City desires to conduct ongoing beaver dam mitigation as needed upon portions of such Property as generally depicted on Exhibit A attached hereto and incorporated herein (such portions, the “Access Area”) in furtherance of a Hydraulic Project (the “Project”). Because the Project will support the Owner’s furtherance of flood control over road areas, Owner hereby grants use of the Access Area under the terms and conditions provided herein.

In consideration of mutual benefits, Owner hereby grants permission to the City, its authorized agents, assigns, or subcontractors, to enter at its own risk upon the Access Area to perform the work in the area depicted and described on Exhibit A hereto (the “Access Area”) and to temporarily use a portion of the Property (in its as-is, where-is condition with all faults and defects, including without limitation environmental defects) in connection with the Project.

The rights of the City under this agreement are coupled with an interest on the part of the City and therefore may not be revoked prior to Project completion or December 31,

2020, whichever occurs first. Following the 2020 calendar year, the right to enter for the purposes contained herein shall renew on an annual basis until December 31, 2024. Except as otherwise provided in this Agreement, either party may terminate this agreement upon thirty (30) days written notification.

The Owner and the City, by granting and accepting this agreement respectively, mutually covenant and agree as follows:

1. The City will make reasonable efforts to minimize disruption and inconvenience to said Property and uses made thereof in compliance with applicable law and so as not to interfere with the Owner's tenants or activities.
2. As necessary for the Project, the City has the right to move, set aside, or displace Owner's personal property that restricts or hampers the purpose of this agreement, over, under and upon the Access Area.
3. Indemnification
 - a) To the extent caused by the negligence of the City, the City shall defend and indemnify Owner against and hold Owner harmless from any claims, liability, damages, costs or expenses related to any injury, loss or damage to people or property arising out of the City's exercise of its rights under this right of entry agreement.
 - b) This section shall survive any termination, revocation or expiration of this agreement.
4. City will restore Owner's property to a similar or better condition than what existed prior to commencement of the Project.
5. Nothing contained in this Agreement shall be construed as a warranty that the City's efforts to mitigate beaver dams to maintain or improve drainage patterns will be successful.

[Signatures on following page]

AGREED TO AND ACCEPTED BY:

CITY OF EVERETT

By _____
Cassie Franklin, Mayor

Date

ATTEST:

By _____
Sharon Fuller, City Clerk

Date

APPROVED AS TO FORM:

By _____
City Attorney

Date

OWNER:

THUNDER DRAGON T LLC

By Peter Felt _____
Digitally signed by Peter Felt
Date: 2020.08.21 10:15:18 -07'00'

8/21/20

Printed Name: Peter Felt

Date

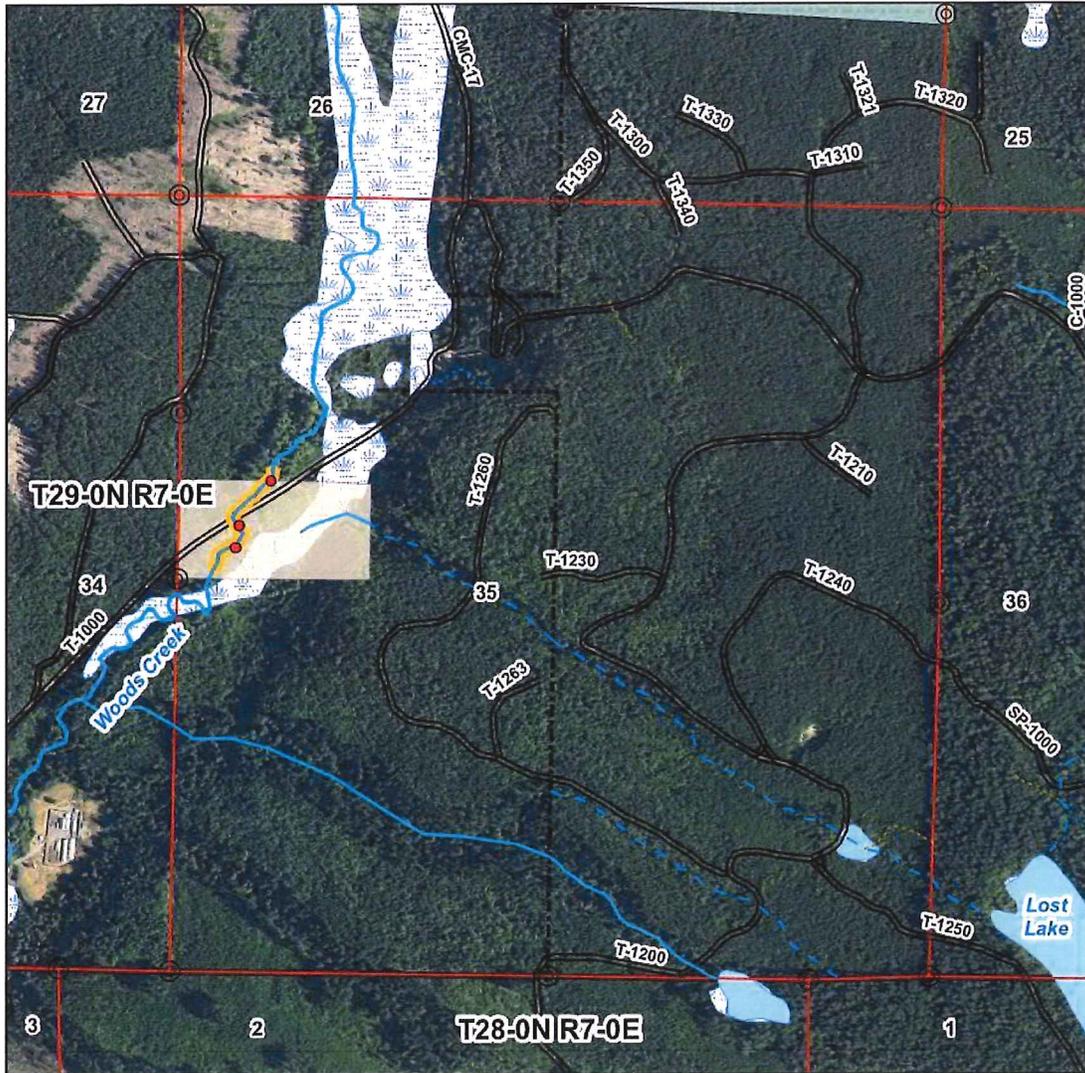
Title VP, Client Agent

Exhibit "A"

Client:
City of Everett

Hydraulic Project Application Map

T29N R07E S29, 35
Snohomish County



Legend

- Beaver Dams
 - ▬ Chaplain Roads
 - ▭ Chaplain Ownership
 - ▬ Beaver Management
- | | |
|-------------------------|-------------------------|
| Chaplain Streams | ▭ Parcel 29073500200500 |
| ▬ 1 | |
| ▬ 3 | |
| ▬ 4 | |
| ▬ 5 | |
| ▬ X | |



Roots Forestry Consulting 2019

1 inch = 1,000 feet





Project title: Friends of the Everett Public Library donation to Library

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Project: Friends of the Everett Public Library donation to Library

Partner/Supplier : Friends of the Everett Public Library

Location: *n/a*

Preceding action: *n/a*

Fund: 152/Library

Agenda dates requested:

9/9/2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

None

Department(s) involved:

Library

Contact person:

Abigail Cooley

Phone number:

425-257-8022

Email:

acooley@everettwa.gov

Fiscal summary statement:

\$33,157.66 donation from the Friends of the Everett Public Library to be used to purchase designated technology and other items for the Evergreen Branch Library.

Project summary statement:

The Friends of the Everett Public Library is donating \$33,157.66 to the Everett Public Library to support the newly expanded and renovated Evergreen Branch. Most of the items designated to be purchased are technology based and help address the digital divide and increase technology accessibility for our community members. Items designated to be purchased with the donation include:

- Meeting room technology (projector(s), wireless presentation remote, etc.)
- Laptops/Chromebooks for public checkout
- Laptop charging station and storage
- Marketing TV
- Device charging stations
- Assistive technology (Zoomtext, JAWS, Optelec, MAGic Keyboard)
- Supplies for Homework Center
- Emergency Kits for Evergreen Branch (and Main Library)
- Supplies for staff lounge

Recommendation (exact action requested of Council):

Authorize the Mayor to accept donations from the Friends of the Everett Public Library to be used to purchase designated items for the Evergreen Branch Library in the amount of \$33,157.66

Initialed by:

awc

Department head

Administration

Council President



Project title: Increase bandwidth for Everett Channel Internet Connection

City Council Agenda Item Cover Sheet

Council Bill #

Consideration:

Agenda dates requested:

09/09/2020

Project: Increase bandwidth for Everett Channel Internet Connection

Partner/Supplier: Northwest Fiber, LLC. on behalf of Ziplly Fiber (aka Frontier)

Briefing

Proposed action

Consent X

Action

Ordinance

Public hearing

Yes No

Location:

Preceding action: None

Fund: 507/Telecom

Budget amendment:

Yes No

Fiscal summary statement: The current Everett Channel Internet connection annual cost is \$1,626.24 paid by the 507/Telecom Fund. The new Internet connection annual cost will be \$1200.00. No budget amendment is needed.

PowerPoint presentation:

Yes No

Project summary statement: The attached schedule will increase Everett Channel's internet bandwidth from 20Mbps/4Mbps to 100Mbps/100Mbps. The increased bandwidth is needed to better support the remote Council meetings via Teams. Northwest Fiber, LLC. on behalf of Ziplly Fiber (aka Frontier) has provided the attached schedule for the City of Everett to sign. With the new schedule, the annual cost saving will be \$426.24 with a significant increase in Internet bandwidth for Everett Channel. The schedule is a three year commitment.

Attachments:

City_of_Everett_AUP-FBOV_Schedule.pdf

Department(s) involved:

Legal

Contact person:

Judie Shirley

Phone number:

425-257-7700

Email:

jshirley@everettwa.gov

Initialed by:

Department head

Administration

Council President

Recommendation (exact action requested of Council): Authorize the Mayor to sign the Northwest Fiber, LLC. on behalf of Ziplly Fiber (aka Frontier) schedule in the amount of \$1,200, annually, plus taxes and fees.



Fiber Broadband and OneVoice Schedule
LEGACY and CT
Business

This is Schedule Number S-0001011250 to the Ziplly Fiber Services Agreement dated AUGUST 3, 2020 ("ZFSA") by and between City of Everett ("Customer") and Northwest Fiber, LLC. on behalf of itself and its affiliates ("Ziplly Fiber"). Customer orders and Ziplly Fiber agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 3002 WETMORE AVENUE STE RECROO, EVERETT, WA 98201
Schedule Type/Purpose: REVISION TO UPGRADE EXISTING SERVICES

Schedule Date: AUGUST 3, 2020
Service Term: 36 MOS

Single Play: Fiber Broadband	Service	Qty	NRC (x Qty)	MRC (x Qty)										
Fiber 100 Broadband	RENEW + UPGRADE	1	\$ 0.00	\$ 90.00										
Fiber 500 Broadband		0	\$	\$										
Fiber 1000 Broadband		0	\$	\$										
Fiber Broadband per BDT#:		0	\$	\$										
Fiber Static IP Option add \$5.00	RENEW	1	\$ 0.00	\$ 10.00										
Fiber Static IP Block (5 usable IPs)		0	\$ 0.00	\$										
Fiber Static IP Block (13 usable IPs)		0	\$ 0.00	\$										
Double Play: OneVoice + Fiber Broadband	Service	Qty	NRC (x Qty)	MRC (x Qty)										
OneVoice + Fiber 100 Broadband Select		0	\$	\$										
OneVoice + Fiber 500 Broadband Select		0	\$	\$										
OneVoice + Fiber1000 Broadband Select		0	\$	\$										
OneVoice + Fiber Broadband per BDT#: Select		0	\$	\$										
Fiber Static IP Option add \$5.00		0	\$ 0.00	\$										
Fiber Static IP Block (5 usable IPs)		0	\$ 0.00	\$										
Fiber Static IP Block (13 usable IPs)		0	\$ 0.00	\$										
Double Play: Smart Voice + Fiber Broadband (Only Premium Plus; First Seat)	Service	Qty	NRC (x Qty)	MRC (x Qty)										
SmartVoice + Fiber 100 Broadband Select		0	\$	\$										
SmartVoice + Fiber 500 Broadband Select		0	\$	\$										
SmartVoice + Fiber1000 Broadband Select		0	\$	\$										
SmartVoice + Fiber Broadband per BDT#: Select		0	\$	\$										
Fiber Static IP Option add \$5.00		0	\$ 0.00	\$										
Fiber Static IP Block (5 usable IPs)		0	\$ 0.00	\$										
Fiber Static IP Block (13 usable IPs)		0	\$ 0.00	\$										
OneVoice Service		Qty	NRC (x Qty)	MRC (x Qty)										
OneVoice Nationwide		0	\$	\$										
OneVoice Local		0	\$	\$										
OneVoice 100		0	\$	\$										
OneVoice Features (add \$9.99 to both MRC columns if "All in" is selected below)			\$ 0.00											
<ul style="list-style-type: none"> All product speeds referenced above are "up to" available speeds. Actual speeds may vary and are dependent on various issues such as network requirements, customer location and equipment. A \$9.99 processing fee will apply upon disconnection of Internet Service. 		Schedule Total:	NRC \$	MRC \$										
OneVoice Features:				Rate										
Basic Features: included in MRC (check all that apply) <table border="0" style="width:100%"> <tr> <td><input type="checkbox"/> Anonymous Call Rejection</td> <td><input type="checkbox"/> Call Forward No Answer Fixed</td> </tr> <tr> <td><input type="checkbox"/> Caller ID Name and Number</td> <td><input type="checkbox"/> Voicemail – Basic</td> </tr> <tr> <td><input type="checkbox"/> Basic Call Forward All Calls Variable</td> <td><input type="checkbox"/> Call Waiting / Cancel Call Waiting</td> </tr> <tr> <td><input type="checkbox"/> Hunting</td> <td><input type="checkbox"/> Call Transfer/3 way</td> </tr> <tr> <td><input type="checkbox"/> Call Forward Busy Fixed</td> <td></td> </tr> </table>	<input type="checkbox"/> Anonymous Call Rejection	<input type="checkbox"/> Call Forward No Answer Fixed	<input type="checkbox"/> Caller ID Name and Number	<input type="checkbox"/> Voicemail – Basic	<input type="checkbox"/> Basic Call Forward All Calls Variable	<input type="checkbox"/> Call Waiting / Cancel Call Waiting	<input type="checkbox"/> Hunting	<input type="checkbox"/> Call Transfer/3 way	<input type="checkbox"/> Call Forward Busy Fixed					included
<input type="checkbox"/> Anonymous Call Rejection	<input type="checkbox"/> Call Forward No Answer Fixed													
<input type="checkbox"/> Caller ID Name and Number	<input type="checkbox"/> Voicemail – Basic													
<input type="checkbox"/> Basic Call Forward All Calls Variable	<input type="checkbox"/> Call Waiting / Cancel Call Waiting													
<input type="checkbox"/> Hunting	<input type="checkbox"/> Call Transfer/3 way													
<input type="checkbox"/> Call Forward Busy Fixed														
Optional Features: Check individual requested additional features, or "All In" <input type="checkbox"/> <table border="0" style="width:100%"> <tr> <td><input type="checkbox"/> Automatic Busy Redial</td> <td><input type="checkbox"/> Selective Call Acceptance</td> <td><input type="checkbox"/> Speed Dial 30</td> </tr> <tr> <td><input type="checkbox"/> Automatic Call Return</td> <td><input type="checkbox"/> Selective Call Forwarding</td> <td><input type="checkbox"/> VIP Alert / Priority Call</td> </tr> <tr> <td><input type="checkbox"/> Distinctive Ring</td> <td><input type="checkbox"/> Selective Call Rejection</td> <td><input type="checkbox"/> Voicemail - Deluxe</td> </tr> </table>	<input type="checkbox"/> Automatic Busy Redial	<input type="checkbox"/> Selective Call Acceptance	<input type="checkbox"/> Speed Dial 30	<input type="checkbox"/> Automatic Call Return	<input type="checkbox"/> Selective Call Forwarding	<input type="checkbox"/> VIP Alert / Priority Call	<input type="checkbox"/> Distinctive Ring	<input type="checkbox"/> Selective Call Rejection	<input type="checkbox"/> Voicemail - Deluxe				\$9.99 if 1 or more features are checked subject to feature availability.	
<input type="checkbox"/> Automatic Busy Redial	<input type="checkbox"/> Selective Call Acceptance	<input type="checkbox"/> Speed Dial 30												
<input type="checkbox"/> Automatic Call Return	<input type="checkbox"/> Selective Call Forwarding	<input type="checkbox"/> VIP Alert / Priority Call												
<input type="checkbox"/> Distinctive Ring	<input type="checkbox"/> Selective Call Rejection	<input type="checkbox"/> Voicemail - Deluxe												
Equipment and Installation/Activation Services		Qty	NRC	MRC (x Qty)										
Router: Select		0	\$	\$										

OneVoice SERVICE DESCRIPTION:

- o **Main Line** – business line with the following features:
 - Nationwide Unlimited- Unlimited domestic LD plus unlimited local (voice traffic only), Acceptable Use Policy applies. No call detail record provided for OneVoice Nationwide.
- o **Optional All in Feature Package:** Customer may choose any or all from the available feature list for an additional fee
- o **Usage:**
 - The following usage types WILL BE included in the plan:
 - ✓ Domestic outbound interstate, intrastate and IntraLATA long distance usage
 - ✓ Certain offshore outbound usage to U.S. Territories
 - The following usage types WILL NOT BE included in the plan:
 - ✓ Domestic and Canadian inbound (toll free) long distance usage
 - ✓ International usage
 - ✓ Directory Assistance
 - ✓ Information service calls (900)
 - ✓ Dial-up Internet calls (will be billed at \$0.10 per minute)
 - ✓ Telesales and telemarketing applications using auto dialers

Availability. OneVoice is available only for customers with a maximum of twenty-five (25) business lines. OneVoice is not available with Centrex lines, foreign exchange central office services or public telephone services and analog to digital conversion, digital PBX services or the equivalents of any such services.

Acceptable Use Policy applicable on OneVoice Nationwide: OneVoice long distance minutes are only available on line(s) for commercial domestic outbound long distance voice usage. Customers with usage inconsistent with normal commercial applications and usage patterns may be converted to an alternative voice service with charges for local and long distance calling.

Internet Acceptable Use Policy and Security.

- o Customer shall comply, and shall cause all Service users to comply, with Ziplly Fiber’s Acceptable Use Policy (“AUP”), which Ziplly Fiber may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.ziptyfiber.com/policies/commercial_aup/
- o Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Ziplly Fiber Internet Service, notwithstanding any notice requirement provisions of the ZFSA.
- o Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer’s systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer’s accounts or Internet access by Ziplly Fiber. Customer will defend and indemnify Ziplly Fiber and its affiliates with respect to claims arising from Customer’s or third parties’ usage of Ziplly Fiber Internet access through Customer’s hardware or software.

Equipment.

- o Customer acknowledges and agrees that the Equipment and Services provided by Ziplly Fiber hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Ziplly Fiber and Ziplly Fiber’s vendors, and **all applicable licenses are subject to the manufacturer’s end user license terms and conditions.**
- o Ziplly Fiber retains title to leased Equipment. Ziplly Fiber retains title to purchased Equipment until the Ziplly Fiber is paid in full. Customer grants a security interest in the purchased Equipment to Ziplly Fiber, pending full payment, and shall take all additional measures necessary to perfect such security interest at Ziplly Fiber’s request.
- o Equipment is warranted pursuant to the applicable manufacturer’s standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Ziplly Fiber or the third party manufacturers. Customer agrees that Ziplly Fiber has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ZIPLY FIBER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.**
- o The Equipment may contain certain software code that is developed by third parties, including software code subject to the GNU General Public License (“GPL”) or GNU Less General Public License (“LGPL”). Copies of the licenses and a downloadable copy of the source code for the open source software that is used in this product are available on the following website: <https://ziptyfiber.com/helpcenter/categories/internet/other-services/open-source-software-portal>.

Early Termination Charge for Broadband

- o Notwithstanding section 4 of the ZFSA, if Customer terminates the Service for any reason other than breach by Ziplly Fiber or by Ziplly Fiber due to Customer’s breach, then Customer shall pay Ziplly Fiber a termination charge equal to the following calculations:
 - o **For a 12 month Service Term:** Customer shall pay Ziplly Fiber a termination charge equal to \$33.33 multiplied by the number of months remaining in the Service Term and any applicable taxes and surcharges. Partial months shall be prorated. The cancellation charge shall not exceed \$400.00.
 - o **For a 24 Month Service Term:** Customer shall pay Ziplly Fiber a termination charge equal to \$25.00 multiplied by the number of months remaining in the Service Term and any applicable taxes and surcharges. Partial months shall be prorated. Customer The cancellation charge shall not exceed \$600.00.
 - o **For a 36 Month Service Term:** Customer shall pay Ziplly Fiber a termination charge equal to \$22.22 multiplied by the number of months remaining in the Service Term and any applicable taxes and surcharges. Partial months shall be prorated. The cancellation charge shall not exceed \$800.00.

Early Termination Charge for SmartVoice Service

- o Notwithstanding section 4 of the ZFSA, if Customer terminates the Service for any reason other than breach by Ziplly Fiber or by Ziplly Fiber due to Customer's breach, then Customer shall pay Ziplly Fiber a termination charge equal to the following calculations:
- o **For any Service Term:** Customer shall pay Ziplly Fiber a termination charge equal to \$16.66 multiplied by the number of months remaining in the Service Term and any applicable taxes and surcharges. Partial months shall be prorated.

Early Termination Charge for OneVoice Nationwide, OneVoice Local Services

- o Notwithstanding section 4 of the ZFSA, if Customer terminates the Service for any reason other than breach by Ziplly Fiber or by Ziplly Fiber due to Customer's breach, then Customer shall pay Ziplly Fiber a termination charge equal to the following calculations:
- o **For any Service Term:** Customer shall pay Ziplly Fiber a termination charge equal to \$29.99 multiplied by the number of months remaining in the Service Term and any applicable taxes and surcharges. Partial months shall be prorated.

Early Termination Charge for OneVoice 100

- o Notwithstanding section 4 of the ZFSA, if Customer terminates the Service for any reason other than breach by Ziplly Fiber or by Ziplly Fiber due to Customer's breach, then Customer shall pay Ziplly Fiber a termination charge equal to the following calculations:
- o **For any Service Term:** Customer shall pay Ziplly Fiber a termination charge equal to \$34.99 multiplied by the number of months remaining in the Service Term and any applicable taxes and surcharges. Partial months shall be prorated.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the ZFSA, is the entire agreement between the parties with respect to the Services and described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Zipty Fiber

Signature:

Tim Ross

Printed Name:

Tim Ross

Title:

Director of Sales

Date:

08 / 24 / 2020

CITY OF EVERETT

Signature:

Printed Name:

Title:

Date:



ZiPLY™ Fiber's Internet Service Acceptable Use Policy

Hi. It is ZiPLY Fiber's intent to provide our customers with the best Internet service possible. In order to accomplish this task, we have designed our network for optimal performance based on our customers using the service in a predictable way. We have adopted this Acceptable Use Policy ("Policy") which outlines what we consider to be acceptable use of our Internet services (the "Service"), as well as permissible and prohibited conduct for using the Service to access the Internet.

Questions regarding this policy and complaints of violations of it by our customers and users can be directed to: care@ziplyfiber.com or 888-488-0051.

1. Customer Responsibility: It is the responsibility of all of our Service customers and all others who have access to our network ("customer," "you," or "your"), to comply with this Policy. Failure to comply with this Policy could result in the suspension or termination of your Service. **If you do not agree to comply with this Policy, you must immediately stop use of the service and notify us so that we can close your account. We reserve the right to immediately terminate the Service and any applicable subscriber agreements or service orders if you engage in any of the prohibited activities listed in this Policy or if you use equipment or Service in a way which is contrary to any of our policies or any of our suppliers' policies.**

2. Prohibited Uses and Activities: Prohibited uses include, but are not limited to, using the Service or any associated equipment to:

- (i) undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening, defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, order or regulation;
- (ii) post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;
- (iii) access any other person's computer or computer system, software, or data without such person's knowledge and consent; breach or circumvent, or attempt to breach or circumvent, the security system of any host, network, server, or user account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a network, server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts; use or distribute tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, port scanning, network probing, encryption circumvention devices, or Trojan Horse programs; provided, that any port scanning, network probing or other similar network or security tools are permitted when used by you for purposes of securing or optimizing your own network, or

if explicitly authorized by the destination host network;

- (iv) upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way, information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining permission of the owner;
- (v) copy, distribute, or sublicense any software provided by us or any third-party in connection with the Service, except that you may make one copy of each such software program for back-up purposes only;
- (vi) restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of network traffic that impede the ability of other authorized users of the Service to use the Service;
- (vii) restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any host, server, backbone network, node or service, or otherwise cause a performance degradation to any of our or our suppliers' facilities used to deliver the Service;
- (viii) for our residential customers, resell the Service or otherwise make available to anyone outside of your residence the ability to use the Service (e.g., wi-fi, or other methods of networking), in whole or in part, directly or indirectly, or on a bundled or unbundled basis. For our residential customers, the Service is for personal and non-commercial use only and residential customers agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose, or as an end-point on a local area network or wide area network outside of our network;
- (ix) for residential subscribers, connect multiple computers to set up a local area network that in any manner would result in a violation of the terms of this Policy or an applicable Service plan;
- (x) transmit unsolicited bulk or commercial messages or "spam." This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
- (xi) send numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files to a recipient that disrupts or clogs Ziplly Fibers network;
- (xii) distribute programs that remove locks or time-outs built into software (cracks); for our residential customers, run programs, equipment, computers or servers from your residence that provide network content or any other services to anyone outside of your residence, such as public e-mail, web hosting, file sharing, gaming server, and proxy services and servers;
- (xiii) initiate, perpetuate, or in any way participate in any pyramid or other illegal soliciting scheme;

- (xiv) participate in the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
- (xv) collect responses from unsolicited messages;
- (xvi) impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity;
- (xvii) service, alter, modify, or tamper with the Zply Equipment or Service or permit any other person to do the same who is not authorized by us;
- (xviii) connect any Zply Equipment to any computer outside of your premises;
- (xix) collect, or attempt to collect, personal information about third parties without their consent;
- (xx) interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host; and/or
- (xxi) violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access.

3. Security: As a Service customer, it is your responsibility to secure your computer and network equipment so that it is not subject to external threats such as viruses, spam, and other methods of intrusion. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. You are responsible for any misuse of the Service, even if the misuse was committed without your authorization. Therefore, you must take steps to ensure that others do not use your computer or network to gain unauthorized access to the Service or to use the Service in an unauthorized manner.

4. Inappropriate Content and Transmissions: We reserve the right (but assume no obligation), to refuse to transmit or post and to remove or block any data, information or materials, in whole or in part, that we, in our sole discretion, deem to be offensive, indecent, or otherwise inappropriate, and regardless of whether this material or its dissemination is unlawful. Neither we nor any of our affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, file transfers, web searches, e-mail sent or received, visits or postings to social media sites, instant message transmissions, etc.) made using the Service. However, we and our affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy and any other applicable subscriber agreements or service orders.

5. Online Communication: Forging, altering, or removing electronic mail headers is prohibited. You may not reference Zply Fiber or the Zply Fiber network in the header or by listing an IP address that belongs to us or our network in any unsolicited communication even if that communication is not sent through the Service. In the event that we believe in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "identifier") using the Service may or is being used for, any misleading, fraudulent, or other improper or illegal purpose, we (i) reserve the right to block access to and prevent the use of any such identifier, and (ii) may at any time require any customer to

change his or her identifier. In addition, we may at any time reserve any identifiers on the Service for our own purposes.

6. Network, Bandwidth, Data Storage and Other Limitations: You must comply with all current, applicable bandwidth, data storage, and other limitations on the Service established by us and our suppliers. In addition, unless otherwise provided by your subscriber agreement or service order, you may only access and use the Service with a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not access or use the Service with a static IP address or using any protocol other than DHCP unless you are subject to a Service plan or Service order that expressly permits otherwise. You must ensure that your activity does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in our sole judgment) an unusually large burden on our network. In addition, you must ensure that your activities do not improperly restrict, inhibit, disrupt, degrade or impede our ability to deliver the Service and monitor the Service, our network backbone, network nodes, and/or other network services.

7. Copyright Infringement: We are committed to complying with U.S. copyright and related laws, and require all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is our policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who we believe in its sole discretion is infringing these rights. We may terminate the Service of any such customer or user at any time with or without notice. Copyright owners may report alleged infringements of their works that are committed using the Service by sending our authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon our receipt of a satisfactory notice of claimed infringement for these works, we will take appropriate action. If the affected customer or user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to us. Upon our receipt of a counter notification that satisfies the requirements of DMCA, we will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that we will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Copyright owners may send us a notification of claimed infringement to report alleged infringements of their works to:

Northwest Fiber, LLC dba Zply Fiber
135 Lake Street S, Suite 155
Kirkland, Washington 98033
Attn: Legal Department
E-mail: DMCANotice@nwfbr.com

Copyright owners may use any form of notification of claimed infringement form that satisfies the requirements of [Section 512\(c\)\(3\)](#) of the U.S. Copyright Act. Under the DMCA anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to us, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

If a notification of claimed infringement has been filed against you, you can file a counter notification with our designated agent using the contact information shown above. All counter notifications must satisfy the requirements of [Section 512\(g\)\(3\)](#) of the U.S. Copyright Act.

For more information about the DMCA, visit copyright.gov.

8. Violation of Acceptable Use Policy: We do not routinely monitor the activity of Service accounts for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Service. Although we have no obligation to monitor use of the Service and/or the network, we and our suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate the Service; to identify violations of this Policy; and/or to protect our network, the Service and our customers and users.

We prefer to advise customers of inappropriate behavior and any necessary corrective action. However, if the Service is used in a way that we or our suppliers, in our sole discretion, believe violate this Policy, we or our suppliers may take any responsive actions they deem appropriate. These actions may include, but are not limited to, temporary or permanent removal of content, cancellation of online posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither we nor our affiliates, suppliers, or agents will have any liability for any these responsive actions. These actions are not our exclusive remedies and we may take any other legal or technical action we deem appropriate. We reserve the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material transmitted over our servers, routers and network. During an investigation, we may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize us and our suppliers to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. This cooperation may include our providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, subscriber name, IP address, information regarding your use of the Service and other account information. Upon termination of your account, we are authorized to delete any files, programs, data and e-mail messages associated with your account.

Any failure to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

You agree to indemnify, defend and hold harmless us and our affiliates, suppliers, and agents against all claims and expenses (including reasonable attorneys' fees) resulting from you engaging in any of the prohibited activities listed in this Policy or resulting from your violation of this Policy or of any other posted policy related to use of the Service. Your indemnification obligations will survive any termination of your Service.

TITLE	City of Everett AUP-FBOV Schedule
FILE NAME	City of Everett AUP - FBOV Schedule.pdf
DOCUMENT ID	4c7fa30090d0b8eec147356e4ccf97f69e7db4d9
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

 SENT	08 / 24 / 2020 22:48:34 UTC	Sent for signature to Tim Ross (timothy.ross@ziply.com) from josh.crofton@ziply.com IP: 172.223.233.21
 VIEWED	08 / 24 / 2020 23:22:59 UTC	Viewed by Tim Ross (timothy.ross@ziply.com) IP: 76.121.152.91
 SIGNED	08 / 24 / 2020 23:27:30 UTC	Signed by Tim Ross (timothy.ross@ziply.com) IP: 76.121.152.91
 COMPLETED	08 / 24 / 2020 23:27:30 UTC	The document has been completed.



Project title: FY 2020 Port Security Grant

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Project: Port Security Grant

Partner/Supplier : FEMA & Dept. Homeland Security

Location: N/A

Agenda dates requested:

9/9/2020

Preceding action: Council approved application 4/15/2020

Fund: 156/Criminal Justice

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Award Documents

Department(s) involved:

Police and Legal

Contact person:

Mark St. Clair

Phone number:

425257-8432

Email:

mstclair@everettwa.gov

Fiscal summary statement:

This grant will help fund two (2) Unmanned Aerial Systems (UAS,) the project is expected to cost a total of \$108,616. 75% will be covered by the grant for a total of \$81,462 in Federal funds and the other 25%, total of \$27,154, will be paid with Vessel Registration Funds (VRF). The VRF funds represent the required 25% match of the grant. There will need to be a budget amendment.

Project summary statement:

This grant will help fund a project to enhance EPD's Port Security abilities through the purchase of two (2) Unmanned Aerial Systems. These UASs would be used by the Marine Unity for port security, the UAS devices may also be used in other areas of the Police Department. Pending policy approval, other possible uses are : Crime Scene reconstruction by both Major Crimes and the Traffic Safety Unit, Search and Rescue efforts, emergency management and K-9 Tracking. The total project cost is estimated at \$108,616. This includes two (2) UAS devises, backup batteries, cameras, PA system and training,

Recommendation (exact action requesting of Council):

Authorize the Mayor to sign all necessary documents and agreements with the Department of Homeland Security, regarding the aware acceptance and utilizations of the \$81,462.00 from the FY 2020 Port Security Grant Program.

Initialed by:

DT

Department head

Administration

Council President

U.S. Department of Homeland Security
Washington, D.C. 20472



Cassie Franklin
City of Everett
2930 Wetmore Ave
3002 Wetmore Ave
Everett, WA 98201 - 4073

Re: Grant No.EMW-2020-PU-00030

Dear Cassie Franklin:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2020 Port Security Grant Program has been approved in the amount of \$81,462.00. As a condition of this award, you are required to contribute a cost match in the amount of \$27,154.00 of non-Federal funds, or 25 percent of the total approved project costs of \$108,616.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2020 Port Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

A handwritten signature in black ink, consisting of a stylized 'C' followed by a vertical bar and a long horizontal line ending in a small dot.

CHRISTOPHER PATRICK LOGAN GPD Assistant Administrator



U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: City of Everett
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2020-PU-00030-S01

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Article I - Summary Description of Award

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA of the award budget. Investments not listed in this Agreement Article are not approved for funding under this award.

Investment 1: Small Unmanned Aerial System is fully funded for \$81462.

Article II - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article III - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years as long as they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials,

to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article IV - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article V - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article IX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article X - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XI - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XIV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVI - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XVIII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XIX - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XX - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXI - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

Article XXII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXIII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXIV - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVI - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVII - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXVIII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXIX - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.)

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXX - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXI - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXII - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIV - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXV - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXVI - Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXVII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XXXVIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXIX - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XL - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLI - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLII - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XLIII - Funding Hold: Equipment Prior Approval Required

FEMA has placed a funding hold on this award on Investment #1 and the amount of \$81462 of Port Security Grant Program (PSGP) funds is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down PSGP funds in support of Investment #1: Small Unmanned Aerial System. To release this hold, the recipient is required to submit a request for approval of the purchase of the small unmanned aircraft system (SUAS) included in this investment to DHS/FEMA per the DHS/FEMA Authorized Equipment List (AEL), and the request must be approved by DHS/FEMA. Please contact your DHS/FEMA GPD Headquarters Preparedness Officer to receive further guidance on the steps required to release this hold.

If you have questions about this funding hold or believe it was placed in error, please contact your DHS/FEMA GPD Headquarters Preparedness Officer.

BUDGET COST CATEGORIES

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$108,616.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00

Indirect Charges

\$0.00

Other

\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2020-PU-00030-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. V00120613	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX03529N2020T
6. RECIPIENT NAME AND ADDRESS City of Everett 2930 Wetmore Ave 3002 Wetmore Ave Everett, WA, 98201 - 4073	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603		
9. NAME OF RECIPIENT PROJECT OFFICER Tracey Landry	PHONE NO. 4252578447	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov		
11. EFFECTIVE DATE OF THIS ACTION 09/01/2020	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2020 To: 08/31/2023 Budget Period 09/01/2020 08/31/2023	

1 5. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2020-FA-GC01-P410- 4101-D	\$0.00	\$81,462.00	\$81,462.00	See Totals
			\$0.00	\$81,462.00	\$81,462.00	\$27,154.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) _____ DATE _____

18. FEMA SIGNATORY OFFICIAL (Name and Title) _____ DATE _____



SHENAUZ SUBRINA WONG , Assistance Officer

Tue Aug 11 20:25:34 GMT 2020

Project title: An Ordinance closing a special improvement project entitled "Three Acre Park, Phase 1" Fund 308, Program 006, as established by Ordinance No. 3476-16

Council Bill #

Consideration: Plans & Systems Ordinance

Project: Three Acre Park, Phase 1

Partner/Supplier:

Location: Various

Preceding action: Ordinance No. 3476-16, approved 1/13/16

Fund: Fund 308 – Riverfront Development

Agenda dates requested:

Briefing
Proposed action–Sept 9, 2020
Proposed action–Sept 16, 2020
Consent

Action – Sept 23, 2020
Ordinance

Public hearing
Yes No

Budget amendment:
Yes No

PowerPoint presentation:
Yes No

Attachments:
Proposed Ordinance

Department(s) involved:
Public Works, Admin

Contact person:
Tom Hood

Phone number:
(425) 257-8809

Email:
thood@everettwa.gov

Fiscal summary statement:

The initial budget for this project was \$2,500,000. At approximately 60% design, the responsibility for constructing the project was transferred from the City to the property developer.

This closing ordinance will recognize a total of \$525,000 in costs - \$328,404 in design costs and a remaining balance transfer back to Fund 162 of \$196,596 for a total of \$525,000.

Project summary statement:

In 2016, the City began the design process for the eventual construction of a 3-acre park along Eclipse Mill Road in the Riverfront Development Area. Milestones completed while the project was under the City’s responsibility include master planning, 60% design and site preparation including the demolition and removal of a derelict crane structure.

The May 17, 2019 amendment to the Property Disposition Agreement transferred the responsibility of constructing phase one of the park to the property developer, Shelter Holdings, LLC. With construction of phase one of the park no longer a City of Everett obligation, this ordinance will close out the project and de-obligate remaining funds.

Initialed by:

RLS
Department head

Administration

Council President

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a special improvement project entitled "Three Acre Park, Phase 1" Fund 308, Program 006, as established by Ordinance No. 3476-16



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Three Acre Park, Phase 1” Fund 308, Program 006, as established by Ordinance No. 3476-16.

WHEREAS,

- A.** The special improvement project entitled “Three Acre Park, Phase 1” Fund 308, Program 006, was established to provide for identified improvements.
- B.** The purpose of the project will be accomplished by other means and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the special improvement project entitled “Three Acre Park, Phase 1” Fund 308, Program 006, as established by Ordinance No. 3476-16, be closed.

Section 2. That the final expenses and revenues for the “Three Acre Park, Phase 1” Fund 308, Program 006, are as follows:

A. Expenses	
Design, Planning and Site Preparation	\$ 328,404
Remaining Balance Transfer to Fund 162	<u>196,596</u>
Total Expenses	\$ 525,000
B. Source of Funds	
Fund 162 – Capital Improvement Program 4	\$ 525,000

Section 3. There are no financial transactions remaining.

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: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance Creating a Special Improvement Project Entitled "Garfield Park Path Overlay and Sport Court Seal Coat Project", Fund 354, Program 067, to Accumulate all Costs for the Project

Council Bill # *interoffice use*
CB 2009-46

Agenda dates requested:

Briefing
 Proposed action 9.9,16.20
 Consent
 Action 9/23/2020
 Ordinance X
 Public hearing
 Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Ordinance

Department(s) involved:
Parks & Facilities
Administration

Contact person:
Bob Leonard

Phone number:
425-257-8335

Email:
bleonard@everettwa.gov

Initialed by:
RML
Department head

Administration

Council President

Project: Garfield Park Path Overlay and Sport Court Seal Coat

Partner/Supplier : Job Order Contracting - Construction

Location: 2300 Walnut Street, Everett, WA

Preceding action: N/A

Fund: Parks - Fund 354, Program 067 / CIP 3

Fiscal summary statement:

Funds for the Garfield Park Path Overlay and Sport Court Seal Coat Project will be allocated from the General Fund CIP 3, specifically Parks & Facilities Fund 354.

Bids for this work were solicited and opened on August 20, 2020. Two (2) bids were received and Fidalgo Paving & Construction, LLC. submitted the lowest responsive, responsible bid in the amount of \$78,507.00 including tax. Prior to the overlay work the Parks Department will spend \$5,000 towards preconstruction site improvement. Adding a 15 percent contingency to both costs, the total project cost will be \$96,033.05

Project summary statement:

Periodic renovations to Parks walking paths are necessary to keep park access functional, enjoyable for park users, and to minimize maintenance costs. The paths and basketball court have not been resurfaced for at least 15 years and currently need repair due to wear caused by long-term, heavy use.

Pre-overlay work will include root pruning to remove tree roots crossing under the paths, damaging the asphalt in several locations. The contractor will overlay the existing asphalt paths, construct ADA access to two of the existing picnic shelters and construct a small walking round-about. The basketball court will be cleaned, seal coated and re-stripped.

In compliance with the City of Everett purchasing requirements staff used the small works process to contract the work for this project. The project is planned for the fall of 2020.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a special improvement project entitled "Garfield Park Path Overlay and Sport Court Seal Coat Project", Fund 354, Program 067, to accumulate all costs for the project.



ORDINANCE NO. _____

An Ordinance Creating a special improvement project entitled “Garfield Park Path Overlay and Sport Court Seal Coat Project”, Fund 354, Program 067, to accumulate all costs for the project.

WHEREAS,

- A. The City of Everett is committed to a planned parks capital improvement program as part of the City of Everett Parks & Community Services Comprehensive Plan.
- B. The City of Everett is requesting funding approval for the utilization of Capital Improvement Program 3 (CIP-3) to renovate a sport court in the City Parks system;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 354, Program 067, and shall be entitled “Garfield Park Path Overlay and Sport Court Seal Coat Project” to accumulate all costs for the project.

Section 2. Authorization is hereby given to accumulate costs and distribute payments from Fund 354, Program 067 for the improvement project.

Section 3. Authorization is hereby granted to the Parks and Facilities Director, under direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the action authorized in this ordinance.

Section 4. The sum of \$96,033.05 is hereby appropriated to Fund 354, Program 067, “Garfield Park Path Overlay and Sport Court Seal Coat Project” as follows:

A. Estimated Project Costs	
Pre-Construction Site Improvements	\$ 5,000.00
Fildago Paving and Construction, LLC.	\$78,507.00
15% Contingency	\$12,526.05
Total Estimated Costs	<u>\$96,033.05</u>
B. Source of Funds	
Fund 354-CIP3	\$ 96,033.05
Total Estimated Funds	<u>\$ 96,033.05</u>

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: Motel Shelter Program

Council Bill # *interoffice use*

Project: Provide temporary housing for homeless

Partner/Supplier : Snohomish County Human Services Division

Location: Everett, WA

Preceding action: N/A

Fund: 156/Criminal Justice

Agenda dates requested:

9/9/2020

Briefing

Proposed action

Consent

Action X

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

Fiscal summary statement:

Snohomish County HSD will reimburse \$100,000, in funds to find temporary housing for household experiencing literal homelessness and residing in unsanctioned encampments. There is no match requirement and reimbursements would be paid monthly.

Project summary statement:

The Everett Police Department, Community Outreach and Enforcement Team, will use fund supplied from Snohomish County HSD in the amount of \$100,000 to help with finding housing for the city’s homeless population. The Motel Voucher Fund has been set up by the Snohomish County specifically to assist “households experiencing literal homelessness and residing in unsanctioned encampments within the City of Everett.”

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Motel Shelter Program Agreement with the Snohomish County Human Division, to allow the Everett Police Department to utilize the \$100,000 in funds to help combat homelessness.

Initialed by:

DT

Department head

Administration

Council President

HSD Contracts

NOTICE: All emails and attachments sent to and from Snohomish County are public records and may be subject to disclosure pursuant to the Public Records Act (RCW 42.56).

EXHIBIT A
SPECIFIC TERMS AND CONDITIONS
MOTEL SHELTER PROGRAM

I. TERMS AND CONDITIONS

- A. This Contract is made by and between Snohomish County (hereinafter the County) and the City of Everett (hereinafter the City).
- B. The City is hereby awarded the total sum indicated in the Approved Contract Budget (Exhibit C), up to a maximum amount stated in the Contract Face Sheet or Amendment Face Sheet, to provide funding for the undertaking and performance of the Project.

II. COST REIMBURSEMENT

- A. Motel Voucher Funds awarded under this Contract will be reimbursed on a cost reimbursement basis in support of the Statement of Work (Exhibit B) and the Approved Project Budget (Exhibit C).
- B. The City shall submit monthly requests for all reimbursements using the Approved Invoice (Exhibit D) provided by the County.
- C. The City shall submit supporting documentation for requests for reimbursement of expenses with the Approved Invoice (Exhibit D). The City shall also maintain on record itemized receipts of expenses covered under this Contract.
- D. All invoices should be submitted directly to the Fiscal Unit in the Human Services Department.

III. DOCUMENTS ON FILE

Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the local program and available for review. Such documents shall include, but not be limited to:

- A. Latest Audit, and
- B. Insurance policies required by the Contract.

IV. APPLICABLE LAWS AND REGULATIONS

The City shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state and federal governments, as now or hereafter amended.

EXHIBIT B

STATEMENT OF WORK / PROJECT DESCRIPTION

MOTEL SHELTER PROGRAM

I. DESCRIPTION

In compliance with the terms of the Contract, the City shall perform the tasks and services as follows:

- A. The City shall provide Motel Vouchers to households experiencing literal homelessness and residing in unsanctioned encampments within the City of Everett.
- B. Funding may also be used for other sheltering or participant needs.
- C. Assistance shall not be paid directly to the Participants or used for the purchase of alcohol, tobacco, vaping products, or marijuana products. Motel assistance shall be paid directly to the hotel establishments.
- D. The City shall encourage participants to enroll in Investing in Futures (IIF) Coordinated Entry (CE) System by:
 - 1. Coordinating direct referrals of households to the assigned County IIF Housing Navigator(s);
 - 2. Referring households to partner agencies to be enrolled directly into the IIF CE System; or
 - 3. Referring households to North Sound 2-1-1 to enroll the household into the IIF CE System.

II. REPORTS

The Agency shall submit to the County such reports as the County requests pursuant to the requirements of federal, state, and/or local law, as applicable. At a minimum, the City shall submit the total number of motel units utilized daily, reported on a monthly basis.

EXPENDITURES

CATEGORY	FUND SOURCE General Funds	FUND SOURCE	TOTAL	OTHER RESOURCES					
Salaries/Wages								\$ -	
Benefits								-	
Supplies/Minor Equip.								-	
Prof. Services								-	
Postage								-	
Telephone								-	
Mileage/Fares								-	
Meals								-	
Lodging								-	
Advertising								-	
Leases/Rentals								-	
Insurance								-	
Utilities								-	
Repairs/Maint.								-	
Client Flex Funds								-	
Printing								-	
Dues/Subscrip.								-	
Regis./Tuition								-	
Machinery/Equip.								-	
Administration								-	
Indirect								-	
Miscellaneous	100,000							100,000	
Misc. Construction								-	
Acquisition								-	
Relocation								-	
TOTAL	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -

EXPENDITURE NARRATIVE

AMOUNT	CATEGORY	NARRATIVE (provide justification describing each category supported with funds awarded under this contract)
100,000	Miscellaneous	Based on estimated costs for motel; and other sheltering needs
\$ 100,000	TOTAL	

DETAIL SALARIES / WAGES

POSITION	FUND SOURCE	% OF TIME TO FUND SOURCE	TOTAL MONTHLY	MONTHLY CHARGE TO FUND SOURCE	# OF MONTHS	TOTAL CHARGE TO FUND SOURCE
N/A						

TOTAL: \$0

NOTE: Above figures may reflect rounding



Project title: Amendment No.1 to the Transfer Lot Agreement with Cadman Materials, Inc. in Substantially the Form Provided

City Council Agenda Item Cover Sheet

Council Bill #

Project: Cadman Transfer of Lots to the City of Everett

Partner/Supplier: Cadman Materials, Inc.

Agenda dates requested:

Location: Transfer Lot 3 – Near Phil Johnson Ballfields

Preceding action: Transfer Lot Agreement - April 11, 2017

Fund: Parks - Fund 148, Program 323

Briefing

Proposed Action

Consent

Action 9/9/2020

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Amendment No.1 to Transfer Lot Agreement

Department(s) involved:

Parks & Facilities

Legal

Administration

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Fiscal summary statement:

Will result in payments to the City (Fund 148, Program 323) that total at least \$775,000.

Project summary statement:

In 2017, the City entered into a development agreement amendment with CEMEX, regarding properties adjacent to Hardeson Sievers Ducey roads. That amendment corrected a 2005 development agreement and completed the transfer of certain properties to the City for parks and recreational purposes. Cadman has since purchased the Cemex properties.

The last remaining lot to be transferred to the City is a lot adjacent to Sievers Ducey Road. Under the 2017 amendment, Cemex (now Cadman) is required to complete certain fill work on the lot and transfer the lot to the City by January 31, 2021. Under the 2017 amendment, Cadman may choose to place fill to either a maximum level or minimum level. Cadman would prefer to place fill to the maximum level, but needs more time to accomplish that.

Under the proposed amendment, Cadman will place fill to the maximum level and will receive an extension until January 2024, and an option to further extend until January 2026. In return, the City will receive royalty payments based on the volume of fill imported to the lot, calculated as set forth in the amendment. The royalty payments will total at least \$775,000 (or \$825,000, if Cadman extends until 2026).

Staff recommends the proposed amendment because (1) Parks has no projected use for the lot in 2021 or the years shortly thereafter and (2) it allows the City to earn at least \$775,000 in the meantime.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No.1 to the Transfer Lot Agreement with Cadman Materials Inc. in substantially the form provided.

Initialed by:

Department head

Administration

Council President

AFTER RECORDING RETURN TO:
CITY OF EVERETT
2930 Wetmore Avenue, Suite 10-C
Everett, WA 98203
Attn: Tim Benedict

AMENDMENT NO. 1
TO
TRANSFER LOT AGREEMENT

GRANTOR: CADMAN MATERIALS, INC.

GRANTEE: CITY OF EVERETT

ABBREVIATED
LEGAL DESCRIPTION: Lot 3, Division 9, according to the Binding Site Plan
recorded under Snohomish County Auditor's Recording
No. 201704065002, records of Snohomish County, WA

ASSESSOR'S PROPERTY
TAX PARCEL ACCOUNT
NUMBERS: 28040100304200

REFERENCE NOS. OF RELATED DOCUMENTS:

201704110475
200004110307
200511030720
200610030129

**AMENDMENT NO 1
TO
TRANSFER LOT AGREEMENT
(FURTHER AMENDING PART ONE OF
AMENDED AND RESTATED DEVELOPMENT AGREEMENT)**

THIS AMENDMENT NO. 1 TO TRANSFER LOT AGREEMENT (this “**Amendment**”) is dated for reference purposes as of August __, 2020, and is made by and between CADMAN MATERIALS, INC, a Washington corporation, as successor-in-interest to Cemex Construction Materials Pacific, LLC, a Delaware limited liability company; Rinker Materials Corporation, a Georgia corporation; and CSR Associated (“**Owner**”), and the CITY OF EVERETT, a Washington municipal corporation (the “**City**”). The Effective Date of this Amendment is defined in Section VII below.

RECITALS

A. Owner and the City are parties, along with Food Services of America (“**FSA**”), to the Amended and Restated Development Agreement dated September 1, 2005 (the “**Development Agreement**”). The Development Agreement contains three parts. Part One relates to the conveyance of certain Transfer Lots to the City for recreation and/or athletic fields, and any accessory or complementary use thereto including, but not limited to, open space, parking, utilities, and slope support. As stated in the Development Agreement, Owner, and not FSA, is solely responsible for the developer’s obligations as to the Transfer Lots in Part One of the Development Agreement. Parts Two and Three of the Development Agreement relate to other matters. As of the date of this Amendment, Owner owns the property legally described in Exhibit A hereto.

B. Owner (as successor-in-interest to Cemex Construction Materials Pacific) and the City are parties to the Transfer Lot Agreement dated on or about April 11, 2017, and recorded under Snohomish County recording number 201704110475, which amended Part One of the Development Agreement (the “TLA”). Capitalized terms in this Amendment have the same meaning as those terms have in the TLA.

C. The TLA defines certain Owner work on Transfer Lot 3 as the Transfer Lot 3 Minimum Acceptance Standards Work. The TLA grants Owner an election to supplement such work by adding the Transfer Lot 3 Maximum Acceptance Standards Work. The Owner has elected to so supplement.

D. As part of the Transfer Lot 3 Maximum Acceptance Standards Work, Owner will import fill to Transfer Lot 3. Owner has agreed, as set forth in this Amendment, that the City will receive a royalty on the imported quantities of fill. In exchange, City has agreed, as set forth in this Amendment, to certain extensions of the Transfer Lot 3 Closing Date.

E. This Amendment, like the TLA itself, affects no rights or obligations in Part Two or Part Three of the Development Agreement.

NOW THEREFORE, for and in consideration of the mutual promises as stated herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Owner agree as follows:

AGREEMENT

I. Transfer Lot 3 Work. Owner has elected to supplement the Transfer Lot 3 Acceptance Standards Minimum Work with the Transfer Lot 3 Acceptance Standards Maximum Work. (The Transfer Lot 3 Acceptance Standards Maximum Work is also sometimes referred to in the TLA as the “Transfer Lot 3 Maximum Work”). This election is irrevocable unless the

Mayor of the City agrees otherwise in writing. Because Owner has made this election, Owner will provide a single Completion Notice after completion of all such work.

II. Transfer Lot 3 Closing Date.

A. First Extension Term. The Transfer Lot 3 Closing Date is hereby extended until on or before January 31, 2024. The time period between Effective Date of this Amendment and on or before January 31, 2024, is referred to in this Amendment as the “**First Extension Term.**”

B. Second Extension Term. Owner is hereby granted the option to extend the Transfer Lot 3 Closing Date until on or before January 31, 2026. The time period between February 1, 2024 and on or before January 31, 2026, is referred to in this Amendment as the “**Second Extension Term.**”

C. In order to exercise this option, Owner must deliver written notice thereof to the City no later than sixty (60) days prior to the Transfer Lot 3 Closing Date.

III. Fill Royalty Payment

A. Fill Royalty. For each short ton (2000 pounds) of material imported to Transfer Lot 3 during the First Extension Term, Owner shall pay to the City an amount equal to the greater of:

- (1) twelve and one-half percent (12.5%) of any payment received by Owner (or its parent, a subsidiary or an affiliate company) for the import of such short ton; or
- (2) ninety cents (\$0.90) per short ton.

These payments are referred to in this Amendment as the “**Fill Royalty.**” The material imported to Transfer Lot 3 is referred to in this Amendment as the “**Fill.**”

B. Measurement. Owner shall maintain a record of sequentially numbered scale tickets for each truck load of Fill imported into Transfer Lot 3. The tickets shall include, but not be limited to, the following information: date, time, truck weight on arrival at Transfer Lot 3, truck weight on exit from Transfer Lot 3, vehicle license number, hauling company, and other information as may be reasonably required by the City.

C. Monthly Payment. Owner shall pay the Fill Royalty on the fifteenth day of each calendar month. Each monthly Fill Royalty payment will be based on the short tons of Fill imported to Transfer Lot 3 during the previous month. The monthly payment shall be accompanied by monthly itemized statements showing the short tons of Fill actually imported in the preceding month.

- (1) Interest shall accrue at the rate of one percent per month on all Fill Royalty payments owing under the terms of this Amendment, commencing on the date such payments are due.
- (2) In the event Owner fails to make any Fill Royalty payment due hereunder within fifteen (15) days after the date due, the City shall be entitled to collect from Owner, in addition to interest described above, a late charge equal to six percent (6%) of the amount of the delinquent payment or two-hundred and fifty dollars (\$250), whichever is greater.

D. Records. Owner shall keep an accurate record and account of all Fill imported to Transfer Lot 3. Beginning on the Effective Date and continuing until three years from expiration of the TLA and this Amendment, the City may upon written notice review and

audit all Owner's records pertaining to the calculation of the Fill Royalty, including without limitation scale tickets.

E. Fill Royalty During Second Extension Term. If the Second Extension Term occurs, then the Fill Royalty during the Second Extension Term will be calculated and paid in same manner as during the First Extension Term, except that for the Second Extension Term:

- (1) "twelve and one-half percent (12.5%)" in Section III(a)(1) above is replaced with "eighteen and three-fourths percent (18.75%); and
- (2) "ninety cents (\$0.90)" in Section III(a)(2) above is replaced with "one dollar and thirty-five cents (\$1.35)."

IV. Supplemental Payment.

A. Supplemental Payment. As set forth in this Section IV, Owner shall pay to the City an amount (the "**Supplemental Payment**") in addition to the Fill Royalty. If Owner does not exercise its option to extend the Transfer Lot 3 Closing Date to January 31, 2026, then the Supplemental Payment will be calculated in accordance with Section IV.B.(1) below. If the Owner exercises its option to extend the Transfer Lot 3 Closing Date to January 31, 2026, then the Supplemental Payment will be calculated in accordance with Section IV.B.(2) below. For the purposes of each such calculation, the term "**Total Fill Royalty Payments Due**" refers to the total of Fill Royalty payments due to the City under Section III above based on the total quantity in short tons of Fill imported to Transfer Lot 3 between the Effective Date of this Agreement and the applicable Transfer Lot 3 Closing Date.

B. Calculation of Supplemental Payment

- (1) **Supplemental Payment Calculation if no Option Exercise**

Occurs. If the Total Fill Royalty Payments Due is less than

\$775,000, then the Supplemental Payment shall be \$775,000 less the Total Fill Royalty Payments Due. If the Total Fill Royalty Payments Due is equal to or great than \$775,000 then no Supplemental Payment shall be paid.

(2) **Supplemental Payment Calculation if Option Exercise Occurs.**

If the Total Fill Royalty Payments Due is less than \$825,000, then the Supplemental Payment shall be \$825,000 less the Total Fill Royalty Payments Due. If the Total Fill Royalty Payments Due is equal to or greater than \$825,000 then no Supplementary Payment shall be paid.

C. Payment Due. The Supplemental Payment is due on the Transfer Lot 3 Closing Date. Interest and late charges accrue at the same rates as for Fill Royalty payments.

D. Not Exclusive Remedy. The Supplemental Payment is only a remedy for the City receiving less Fill Royalty than projected as of the Effective Date of this Amendment. The City reserves all remedies the City may have under the TLA if Owner fails to complete the Transfer Lot 3 Work.

V. Development Agreement Expiration. Owner and the City acknowledge that the Development Agreement may expire or otherwise terminate prior to the end of the First Extension Term or the Second Extension Term, as the case may be. In the event of such expiration or termination, Owner and City agree that the TLA and this Amendment, together with any terms and conditions of the Development Agreement necessary for the City to enforce the TLA and this Amendment, remain in full force and effect.

VI. Insurance. The first phrase of Section 1.13 of the TLA, which reads “For the duration of the Development Agreement,” is hereby replaced with “For the duration of the Development Agreement or until the Transfer Lot 3 Closing Date, whichever is later.”

VII. Effective Date. The Effective Date of this Amendment is the latest of the following dates:

- A. Date of execution of this Amendment by the City; and
- B. Date of execution of this Amendment by Owner.

VIII. Bond Riders. No later than 30 days after the Effective Date, Owner shall deliver to the City bond riders for the Bonds in a form reasonably acceptable to the City from Owner’s surety acknowledging this Amendment and that the Bonds remain in full force and effect. If such bond riders are not so delivered, the City may deliver written notice to Owner requiring the Owner cure by delivering the bond riders to the City. If Owner does not so cure for any reason within 45 days after the delivery of the cure notice from City, then the City has the option to terminate this Amendment effective upon delivery of written termination notice to Owner. In the case of such termination, (A) this Amendment will be deemed to have never taken effect and to have no force or effect, and the TLA shall be deemed to have remained unamended and to have been continuously in effect and (B) the City has no obligation to refund any Fill Royalty that may have already been paid.

IX Force Majeure. Whenever a period of time is prescribed for the taking of an action by either party under this Amendment and the TLA (other than with respect to the payment of any money), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to (1) an act of God, (2) war, blockade, embargo, hostilities, revolution, or civil commotion, (3) strike or lockout, or labor

dispute, or (4) epidemic, or (5) earthquake or flood, severe weather, (6) because of any law, order, proclamation, regulation or ordinance of any government, or (7) for any other cause, whether similar or dissimilar to those enumerated, beyond the reasonable control of such party, except that in no event whatsoever shall the sum of all extensions to a party under this Section IX exceed one hundred twenty (120) days (“Force Majeure”). Any party hereunder claiming a right to a Force Majeure extension shall notify the other party immediately of the claimed right to an extension and the specific claimed basis for the extension.

X **Notices.** In order to be effective, notices to the City under and TLA and this Amendment must be delivered to Real Property Manager, City of Everett, 3200 Cedar Street, Everett, WA 98201, with cc: to Office of the City Attorney, City of Everett, 2390 Wetmore Ave, Everett, WA 98201. Notices to the Owner shall be delivered to Cadman Materials, Inc. Suite 100, 7554-185th Avenue N.E. Redmond, WA 98052 Attention: Christy McDonough.

Ratification. Unless specifically restated or modified by this Amendment, all terms of the Development Agreement and TLA shall remain in full force and effect.

[SIGNATURE PAGES FOLLOWING]

IN WITNESS WHEREOF, the parties hereto executed this Amendment as of the day and year first above written.

CITY OF EVERETT

By Cassie Franklin, Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me Cassie Franklin, to me known to be the Mayor of the City of Everett, the municipality that executed the within and foregoing instrument, and acknowledged to me the said instrument was the free and voluntary act and deed of said municipality for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument on its behalf.

SUBSCRIBED AND SWORN to before me by _____ this ___ day of May, 2020.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
Commission expires _____

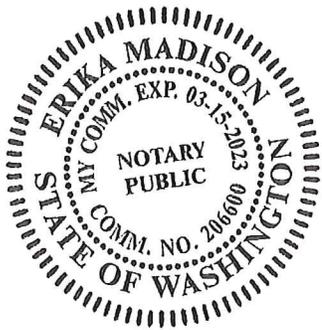
CADMAN MATERIALS INC, a
Washington corporation

By: [Signature]
Name: BENEDIKT ZINN
Its: VP/IGM MATERIALS, PNW

STATE OF WA)
) ss.
COUNTY OF King)

On this day personally appeared before me Benedikt Zinn, to me known to be the VP/IGM of CADMAN MATERIALS, INC, a Washington corporation that executed the within and foregoing instrument, and acknowledged to me the said instrument was the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on its behalf.

SUBSCRIBED AND SWORN to before me by Benedikt Zinn this 17th day of ~~May~~, 2020.
August



[Signature]
NOTARY PUBLIC in and for the State of Texas,
residing at Kenmore, WA
Commission expires 3-15-2023

EXHIBIT A

LOT 3 OF MOUNTAIN VIEW BUSINESS CENTRE, DIVISION 9, BINDING SITE PLAN 16-003, RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NUMBER 201704065002, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHEAST AND SOUTHWEST QUARTER OF SECTION 1, THE NORTHEAST QUARTER OF SECTION 11, AND THE NORTHWEST QUARTER OF SECTION 12, ALL IN TOWNSHIP 28 NORTH, RANGE 4 EAST, W.M.

SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

TAX PARCEL NUMBER: 28040100304200



Interlocal Agreement between the City of Everett and Snohomish County Concerning Annexation of the Unincorporated Portion of Smith Island Located within the City of Everett Municipal Urban Growth Area

Project title:

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Project: Smith Island-West Annexation

Partner/Supplier : N/A

Location: Northwest end of Smith Island, west of current city limits

Preceding action: Resolution authorizing ILA

Fund: N/A

Agenda date requested:

9/9/20

Fiscal summary statement: N/A

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing 9/16/20

X **No**

Project summary statement:

The City has received a request from owners of property on Smith Island, located outside the current city limits, to initiate the annexation of the area using the Interlocal Agreement (ILA) method of annexation provided by RCW 35.13.470. This option for annexation allows for the legislative bodies of the annexing city and county to execute an ILA to allow annexation when at least sixty percent of the annexation area is surrounded by the city limits. The Council passed a resolution on May 27, 2020 authorizing preparation of an ILA with Snohomish County.

Budget amendment:

X No

Accordingly, staff have cooperatively drafted the ILA with representatives of the Snohomish County Executive and multiple reviews by our City Attorney. In addition, revisions were made to incorporate comments from City staff with the revisions reviewed and agreed to by Snohomish County staff.

PowerPoint presentation:

X No

The area is the last remaining unincorporated part of Smith Island that is located within Everett’s Municipal Urban Growth Area (MUGA), as designated in the Countywide Planning Policies. Properties within a city’s MUGA are expected to be annexed.

Attachments:

ILA

Department(s) involved:

Legal, Planning

Contact person:

David Stalheim

Phone number:

425 257-7186

Email:

dstalheim@everettwa.gov

Initialed by:

Department head

Administration

Council President

Recommendation (exact action requested of Council):

Authorize the Mayor to sign an Interlocal Agreement between the City of Everett and Snohomish County concerning the annexation of the unincorporated portion of Smith Island located within the City of Everett Municipal Urban Growth Area.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF EVERETT AND SNOHOMISH COUNTY
CONCERNING THE SMITH ISLAND WEST ANNEXATION PURSUANT TO
RCW 35.13.470**

1. PARTIES

This Interlocal Agreement (“Agreement” or “ILA”) is made by and between the City of Everett (“City”), a Washington municipal corporation, and Snohomish County (“County”), a political subdivision of the State of Washington, collectively referred to as the “Parties,” pursuant to Chapter 35.13 RCW (Annexation of Unincorporated Areas), Chapter 36.70A RCW (Growth Management Act), Chapter 36.115 RCW (Governmental Services Act), Chapter 43.21C RCW (State Environmental Policy Act), Chapter 36.70B RCW (Local Project Review), Chapter 58.17 RCW (Subdivisions), Chapter 82.02 RCW (Excise Taxes), and Chapter 39.34 RCW (Interlocal Cooperation Act).

2. PURPOSE

2.1 Purpose. The purpose of this Agreement is to set forth terms of the Parties’ agreement to the annexation (“Annexation”) to the City of territory located within the Smith Island West Annexation Area, which is referred to herein as the “Annexation Area,” pursuant to RCW 35.13.470, and to facilitate an orderly transition of services from the County to the City at the time of the Annexation. The Annexation Area is depicted on Exhibit A to this Agreement, incorporated herein by this reference. As required under RCW 35.13.470(1) the Annexation Area is completely within the Everett Municipal Urban Growth Area and more than sixty-percent of the Annexation Area is contiguous to the City.

2.2 Master annexation interlocal agreement. The Parties recognize that there is no master annexation interlocal agreement between the City and the County. The Parties agree that no such master annexation interlocal agreement is necessary in order to proceed with the Annexation. Instead, the Annexation shall be governed by the terms of this Agreement.

3. GENERAL AGREEMENT REGARDING ANNEXATION

3.1 Annexation approval. The City and County agree that following execution of this Agreement, the City shall pursue the Annexation of territory described in Exhibit A by adoption of an ordinance pursuant to RCW 35.13.470(4). If the Snohomish County Council finds that the proposed Annexation is consistent with this Agreement and the factors and objectives established in RCW 36.93.170 and 36.93.180, that the health, safety, and general welfare of Snohomish County citizens is not adversely affected by the Annexation, and that an addendum pursuant to Section 12 of this Agreement is completed or is not necessary, the

County may not oppose the proposed Annexation and may send a letter to the Boundary Review Board in support of the proposed Annexation.

- 3.2 Snohomish County Tomorrow Annexation Principles. The Parties intend that this Agreement be interpreted in a manner that furthers the objectives articulated in the Snohomish County Tomorrow Annexation Principles; however, in the event of a conflict between such Principles and this Agreement, this Agreement shall prevail. For the purpose of this Agreement, the Snohomish County Tomorrow Annexation Principles means that document adopted by the Snohomish County Tomorrow Steering Committee on February 28, 2007, and supported by the Snohomish County Council in Joint Resolution No. 07-026 passed on September 5, 2007. The Snohomish County Tomorrow Annexation Principles are attached to this Agreement as Exhibit B, and incorporated herein by this reference.
- 3.3 Adoption of County codes. The City agrees to adopt by reference the County codes and ordinances listed in Exhibit C of this Agreement solely for the purpose of allowing the County to process and complete permits and fire inspections in the Annexation Area. Adoption of the County's codes by the City in no way affects applications submitted to the City after the effective date of the Annexation. The County shall be responsible for providing copies of all the codes and ordinances listed in Exhibit C of this Agreement, in addition to all the updates thereto, to the Everett City Clerk, so that the City Clerk may maintain compliance with RCW 35A.12.140.

4. GROWTH MANAGEMENT ACT ("GMA") AND LAND USE

Flood hazard regulations. The City agrees to ensure after the Annexation that the City comprehensive plan and development regulations that apply within the floodplain, as defined in Chapter 30.65 Snohomish County Code (SCC), will provide equal or greater restrictions on development as those provided by the County flood hazard regulations in Chapter 30.65 SCC, as required by Snohomish County General Policy Plan, LU Policy 1.A.12 (GPP LU 1.A.12).

5. PROCESSING OF PERMITS IN THE ANNEXATION AREA

- 5.1 Definitions. For the purposes of this Agreement, the following definitions apply:
- "Building permit application" shall mean an application for permission issued by the authorizing jurisdiction that allows for the construction of a structure, and includes repair, alteration, or addition of or to a structure.
 - "Associated permit application" shall mean an application for mechanical, electrical, plumbing and/or sign permit for a structure authorized pursuant to a building permit.
 - "Land use permit application" shall mean an application for any land use or development permit or approval and shall include, by way of example and not by way of limitation, any of the following: subdivisions, planned residential

developments, short subdivisions, binding site plans, single family detached unit developments, conditional uses, special uses, rezones, shoreline substantial development permits, urban center developments, grading or land disturbing activity permits, and variances. A "land use permit application" shall not include a "building permit application" except for non-single family building permits for structures greater than 4,000 square feet in size.

"Pending permit applications" shall mean all building permit applications, associated permit applications, and land use permit applications relating to real property located in the Annexation Area that are either (i) still under review by the County on the effective date of the Annexation, or (ii) for which a decision has been issued but an administrative appeal is pending on the effective date of the Annexation.

"Permit review phase" shall mean a discrete stage of or discrete activity performed during a jurisdiction's review of a pending permit application that has logical starting and stopping points. By way of example, and not by way of limitation, applications for subdivisions and short subdivisions are deemed to have the following permit review phases: (i) preliminary plat approval; (ii) plat construction plan approval; (iii) revision, alteration or modification of a preliminary plat approval; (iv) construction inspection; (v) final plat processing; and (vi) final plat approval and acceptance. When it is not clear which activities related to the review of a particular pending permit application constitute a distinct permit review phase, the Parties shall determine same by mutual agreement, taking into account considerations of convenience and efficiency.

- 5.2 City consultation on County land use permit applications. After the effective date of this Agreement, the County agrees to give the City timely written notice and opportunity to view all land use permit applications inside the Annexation Area, as defined in Subsection 5.1 of this Agreement. When required and provided for in Title 30 of Snohomish County Code, the County will invite City staff to attend meetings between County staff and the applicant relating to such permit applications.
- 5.3 Review of County land use permit applications. The County will review all land use permit applications under County jurisdiction in the Annexation Area consistent with all applicable laws, regulations, rules, policies, and agreements including, but not limited to, the applicable provisions of this Agreement, the State Environmental Policy Act (Chapter 43.21C RCW) and the Snohomish County Code.
- 5.4 Permits issued by County prior to effective date of the Annexation. All building permits, associated permits, and land use permits and approvals relating to real property located in the Annexation Area that were issued or approved by the County prior to the effective date of the Annexation shall be given full effect by the City after the Annexation becomes effective. Any administrative appeals of such decisions that are filed after the effective date of the Annexation shall be

filed with the City and handled by the City pursuant to the City's municipal code. The County agrees that it shall reasonably make its employees available as witnesses at no cost to the City if necessary to provide assistance on appeals of decisions made by the County prior to the effective date of the Annexation.

- 5.5 Enforcement of County conditions. Any conditions imposed by the County relating to the issuance or approval of any of the permits described in Subsection 5.4 shall be enforced by the City after the effective date of the Annexation to the same extent the City enforces its own permit conditions. The County agrees that it shall reasonably make its employees available, at no cost to the City, to provide assistance in enforcement of conditions on permits originally processed and issued by the County.
- 5.6 Pending permit applications.
- 5.6.1 Vesting. The Parties agree that any complete building permit application, associated permit application or land use permit application relating to real property located in the Annexation Area that is submitted to the County prior to the effective date of the Annexation and that has vested under Washington statutory, common law, or the Snohomish County Code shall remain subject to the development regulations of the County that were in effect at the time the permit application was deemed complete by the County, notwithstanding the subsequent Annexation. Vesting under this section does not apply to storm water regulations.
- 5.6.2 Automatic transfer of authority regarding permits. The Parties understand and agree that the police power relating to real property located in the Annexation Area automatically transfers from the County to the City on the effective date of the Annexation. The Parties understand and agree that it is the police power that provides local jurisdictions with the authority to impose and implement building and land use regulations. Accordingly, the Parties understand and agree that, as a matter of law, all responsibility for and authority over pending permit applications automatically transfers from the County to the City on the effective date of the Annexation.
- 5.6.3 Completing the active phase of review. The Parties agree that to facilitate an orderly transfer of pending permit applications to the City after the effective date of the Annexation, it is desirable for the County to continue processing all pending permit applications through the completion of the permit review phase that was in progress on the effective date of the Annexation. Accordingly, beginning on the effective date of the Annexation, the County shall act as the City's agent for the limited purpose of reviewing and processing all pending permit applications until such time as County personnel have completed the permit review phase that was in progress on the effective date of the Annexation. Upon completion of such permit review phase relating to any particular pending

permit application, the County shall transfer all materials relating to the pending permit application to the City. After such transfer, the City shall perform all remaining permit review, approval, and issuance activities.

5.6.4 Administrative appeals. Notwithstanding anything to the contrary contained in Subsection 5.6.3, the Parties agree that it is not desirable for the County's quasi-judicial hearing officers or bodies to act as agents for the City for the purposes of hearing and deciding administrative appeals of permit decisions on behalf of the City, but it is also not desirable to disrupt an administrative appeal that is already in progress on the effective date of the Annexation. Accordingly, if the permit review phase that was in progress on the effective date of the Annexation was an administrative appeal of a decision made by the County, then that administrative appeal shall be handled as follows:

- (i) If the appeal hearing has not yet occurred as of the effective date of the Annexation, then all materials related to the appeal shall be transferred to the City as soon as reasonably possible after the effective date of the annexation and the appeal shall be handled by the City pursuant to the procedures specified in the City's municipal code. The County agrees that it shall reasonably make its employees available as witnesses at no cost to the City if necessary to provide assistance to the City on appeals for decisions that were made by the County prior to the effective date of an annexation;
- (ii) If the appeal hearing has already occurred as of the effective date of the Annexation, but no decision has yet been issued by the County's quasi-judicial hearing officer or body, then the County's quasi-judicial hearing officer or body shall act as an agent for the City and issue a timely decision regarding the administrative appeal on behalf of the City; or
- (iii) If a decision regarding the administrative appeal was issued by the County's quasi-judicial hearing officer or body prior to the effective date of the Annexation, but a timely request for reconsideration was properly filed with the County prior to the effective date of the Annexation, then the County's quasi-judicial hearing officer or body shall act as an agent for the City and issue a timely decision on reconsideration on behalf of the City.

5.6.5 Effect of decisions by the County regarding permit review phases. The City shall respect and give effect to all decisions made in the ordinary course by the County regarding those permit review phases, as defined in Subsection 5.1, for a pending permit application within the Annexation Area that are completed by the County prior to the effective date of the Annexation, or on behalf of the City after the effective date of the Annexation. Nothing herein shall deny the City its right to appeal, or continue an existing appeal, of any appealable decision made by the County prior to the effective date of the Annexation.

- 5.6.6 Proportionate sharing of permit application fees. The Parties agree to proportionately share the Title 30 Snohomish County Code (SCC) permit application fees for pending permit applications. Proportionate shares will be calculated based on the County's permitting fee schedule. Relating to each pending permit application, the County shall retain that portion of the permit application fees that may be allocated to the phases of review completed by the County prior to the effective date of the Annexation. In compensation for the County's work in reviewing pending permit applications on behalf of the City, the County shall also retain that portion of the Title 30 SCC permit application fees that may be allocated to the phase(s) of review completed by the County while acting as an agent of the City. Within a reasonable time after the completion of a permit review phase, the County shall transfer to the City any remaining portion of the Title 30 SCC permit application fees collected, which shall be commensurate with the amount of work left to be completed relating to the pending permit application at the time the pending permit application is transferred to the City.
- 5.6.7 Deferred impact fees. Impact fees that were deferred under the provisions of Chapter 30.66A, 30.66B, or 30.66C SCC for building permits issued by the County on properties within the Annexation Area prior to the effective date of the Annexation shall be owed to the County per the requirements of the liens recorded against those properties. For permit applications submitted to the County but not yet issued prior to the effective date of the Annexation, the City agrees to review any requests for impact fee deferral that were submitted to the County.
- 5.6.8 Dedications or conveyances of real property. The Parties acknowledge and agree that after the effective date of the Annexation the County Council will have no authority to accept dedications or other conveyances of real property to the public relating to real property located in the Annexation Area after it has been annexed by the City; provided, however, that the County may accept dedication or other conveyances of real property when granted, dedicated, or otherwise conveyed specifically to Snohomish County, for such purposes, that include but are not limited to, expanding County owned and operated facilities that were retained by the County within the Annexation Area. Accordingly, notwithstanding anything to the contrary contained elsewhere in this Section 5, after the effective date of the Annexation, the approval and acceptance of final plats, final short plats, or other instruments or documents dedicating or conveying to the public an interest in real property located in the Annexation Area will be transmitted to the City for acceptance by the City.
- 5.7 Judicial appeals of permit decisions. The County shall protect, save harmless, indemnify and defend, at its own expense, the City, its elected and appointed officials, officers, employees, volunteers and agents, from any loss or claim for damages of any nature whatsoever arising out of land use decisions regarding

building permit applications, associated permit applications, and/or land use permit applications relating to real property located in the Annexation Area that were issued by the County prior to the effective date of the Annexation. The City shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees, volunteers and agents, from any loss or claim for damages of any nature whatsoever arising out of land use decisions regarding building permit applications, associated permit applications, and/or land use permit applications relating to real property located in the Annexation Area that are issued after the effective date of the Annexation. The term "land use decision" as used in this Subsection 5.7 is the same as the definition of "land use decision" as defined in RCW 36.70C.020(2). The County agrees that it shall reasonably make its employees available as witnesses at no cost to the City if necessary to provide assistance to the City on appeals of decisions issued by the County prior to the effective date of the Annexation or in its capacity as an agent of the City.

5.8 Permit renewal or extension. After the effective date of the Annexation, any request or application to renew or extend a building permit, an associated permit or a land use permit relating to real property located in the Annexation Area shall be submitted to and processed by the City, regardless of whether such permit was originally issued by the County or the City.

5.9 Administration of bonds. The County's interest in any outstanding performance security, maintenance security or other bond or security device issued or provided to the County to guarantee the performance, maintenance or completion by a permittee of work authorized by or associated with a permit relating to real property located in the Annexation Area will be assigned or otherwise transferred to the City upon the effective date of the Annexation if such assignment or transfer is reasonably feasible. If it is not reasonably feasible for the County to transfer any outstanding bond or security device to the City, whether due to the terms of the bond or security device at issue or for some other reason, then the County shall continue to administer the bond or security device until the earlier to occur of the following: (i) the work guaranteed by the bond or security device has been properly completed; (ii) the City has been provided with an acceptable substitute bond or security device; or (iii) the bond or security device has been foreclosed. For bonds and security devices that the County continues to administer after the effective date of the Annexation, the City shall notify the County when either the work guaranteed by the bond or security device is completed, or when the City is provided with an acceptable substitute bond or security device, at which time the County shall release the original bond or security device. Should it become necessary to foreclose any bond or security device the County continues to administer after the effective date of the Annexation, the Parties shall cooperate to perform such foreclosure.

- 5.10 Building and land use code enforcement cases. Any pending building or land use code enforcement cases relating to real property located in the Annexation Area will be transferred to the City on the effective date of the Annexation. Any further action in those cases will be the responsibility of the City at the City's discretion. The County agrees that it shall reasonably make its employees available as witnesses at no cost to the City if necessary to prosecute transferred code enforcement cases. Upon request, the County agrees to provide the City with copies of any files and records related to any transferred case.

6. RECORDS TRANSFER AND ACCESS TO PUBLIC RECORDS FOLLOWING ANNEXATION

- 6.1 Records to be transferred. Prior to and following the Annexation, and upon the City's request in writing, copies of County records relevant to jurisdiction, the provision of government services, and permitting within the Annexation Area may be copied and transferred to the City in accordance with the procedure identified in Subsection 6.2 of this Agreement. Said records shall include, but are not limited to, the following records from the Snohomish County Department of Public Works, the Snohomish County Department of Planning and Development Services, and the Business Licensing Department of the Snohomish County Auditor's office: all permit records and files, inspection reports and approved plans, GIS data and maps in both printed and electronic versions, approved zoning files, code enforcement files, fire inspection records, easements, plats, databases for land use, drainage, street lights, streets, regulatory and animal license records, records relating to data on the location, size and condition of utilities, and any other records pertinent to the transfer of services, permitting and jurisdiction from the County to the City. The County reserves the right to withhold confidential or privileged records. In such cases where the County opts to withhold such records, it shall provide the City with a list identifying the records withheld and the basis for withholding each record.
- 6.2 Procedure for copying. The City records staff shall discuss with the County records staff the types of records identified in Subsection 6.1 of this Agreement that are available for the Annexation Area, the format of the records, the number of records, and any additional information pertinent to a request of records. Following this discussion, the County shall provide the City with a list of the available files or records in its custody. The City shall select records from this list and request in writing their transfer from the County to the City. The County shall have a reasonable time to collect, copy, and prepare for transfer the requested records. All copying costs associated with this process shall be borne by the City. When the copied records are available for transfer to the City, the County shall notify the City and the City shall arrange for their delivery.

- 6.3 Electronic data. In the event that electronic data or files are requested by the City, the City shall be responsible for acquiring any software licenses that are necessary to use the transferred information.
- 6.4 Custody of records. The County shall retain permanent custody of all original records. No original records shall be transferred from the County to the City. As the designated custodian of original records, the County shall be responsible for compliance with all legal requirements relating to their retention and destruction as set forth in Subsection 6.5 of this Agreement.
- 6.5 Records retention and destruction. The County agrees to retain and destroy all public records pursuant to this Agreement consistent with the applicable provisions of Chapter 40.14 RCW and the applicable rules and regulations of the Secretary of State, Division of Archives and Records Management.
- 6.6 Public records requests. Any requests for copying and inspection of public records shall be the responsibility of the party receiving the request. Requests by the public shall be processed in accordance with Chapter 42.56 RCW and other applicable law. If the County considers any portion of a record provided to the City to be confidential, the County shall clearly identify the portion of the record it claims to be confidential. If the City receives a request for any portion of a record the County has identified as confidential, the City agrees to withhold from disclosure documents which the County has requested remain confidential and not be disclosed where disclosure is not, in the City's sole determination, mandated by law. In the event the City determines the release of the record is required, the City shall notify the County (i) of the request and (ii) of the date the record will be released unless the County obtains a court order to enjoin the disclosure pursuant to RCW 42.56.540. If the County fails to timely obtain a court order, the City will release the record on the date specified.

7. **SURFACE WATER MANAGEMENT**

- 7.1 Legal control and maintenance responsibilities. There are no known surface water management improvements or facilities within the Annexation Area. If the Annexation Area includes any unknown surface water management improvements or facilities (i) in which the County has an ownership interest, (ii) over or to which the County has one or more easements for access, inspection and/or maintenance purposes, and/or (iii) relating to which the County has maintenance, monitoring, or other responsibilities, all such ownership interests, rights and responsibilities shall be transferred to the City, effective by the date of the Annexation. All flood control/diking facilities owned by a flood control/diking district, or any privately owned flood control/diking facilities within the annexation area shall remain the responsibility of the owner to maintain after annexation. The City shall have no responsibility for maintenance of such facilities.

- 7.2 Taxes, fees, rates, charges and other monetary adjustments. The City recognizes that service charges are collected by the County for unincorporated areas within the County's Surface Water Management Utility District. Surface water management service charges are collected at the beginning of each calendar year through real property tax statements. Upon the effective date of the Annexation, the City hereby agrees that the County may continue to collect and, pursuant to Title 25 SCC and to the extent permitted by law, to apply the service charges collected during the calendar year in which the Annexation occurs to the provision of surface water services designated in that year's budget. These services, which do not include servicing of drainage systems in road right-of-way, will be provided through the calendar year in which the Annexation becomes effective and will be of the same general level and quality as those provided to other property owners subject to service charges in the County. If the City intends for the County to continue providing surface water services beyond the calendar year after the Annexation, a separate interlocal agreement must be negotiated between the Parties.
- 7.3 Compliance with National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit. The Parties acknowledge that upon the effective date of the Annexation, the Annexation Area will become subject to the requirements of the City's Phase II NPDES Municipal Stormwater Permit, and will no longer be subject to the requirements of the County's Phase I NPDES Municipal Stormwater Permit. Notwithstanding the County's continued provision of stormwater management services in the Annexation Area pursuant to Subsection 7.2, the City expressly acknowledges, understands and agrees that from and after the effective date of the Annexation (i) the City shall be solely responsible for ensuring the requirements of the City's NPDES Permit are met relating to the Annexation Area, and (ii) any stormwater management services the County continues to provide in the Annexation Area pursuant to Subsection 7.2 will not be designed or intended to ensure or guarantee compliance with the requirements of the City's Phase II NPDES Permit.
- 7.4 Access during remainder of calendar year in which the Annexation occurs. To ensure the County is able to promptly and efficiently perform surface water management services in the Annexation Area after the effective date of the Annexation, as described in Subsection 7.2, the City shall provide the County with reasonable access to all portions of the annexation area in which such services are to be performed. Reasonable access shall include, by way of example and not by way of limitation, the temporary closing to traffic of streets, or portions thereof, if such closing is reasonably necessary to perform the service at issue.

7.5 Surface Water Management cases referred to Planning and Development Services (PDS) code enforcement for county code violations. Any pending Surface Water Management cases referred to PDS code enforcement for county code violations relating to real property located in the Annexation Area will be transferred to the City on the effective date of the Annexation. Any further action in those cases will be the responsibility of the City at the City's discretion. The County agrees to make its employees available as witnesses at no cost to the City if necessary to assist with transferred code enforcement cases. Upon request, the County agrees to provide the City with copies of any files and records related to any transferred case.

8. POLICE SERVICES

As provided by law, at the effective date of the Annexation the responsibility for police services will transfer to the City; or, if necessary, the Parties may agree to discuss the need for developing a contract for police services in order to accommodate the needed transfer of police services within the Annexation Area and the unincorporated UGA. Upon request of the City, the Snohomish County Sheriff's Office will provide detailed service and cost information for the Annexation Area. This request to the Sheriff's Office for detailed service and cost information for police contract services does not preclude the City from seeking additional service and cost information proposals for similar services from other governmental entities. Agreements between the Parties will be made consistent with RCW 41.14.250 through 41.14.280 and RCW 35.13.360 through 35.13.400.

9. CRIMINAL JUSTICE SERVICES

All misdemeanor crimes that occur within the Annexation Area prior to the effective date of the Annexation will be considered misdemeanor crimes within the jurisdiction of Snohomish County for the purposes of determining financial responsibility for criminal justice system services, including but not limited to prosecution, court costs, jail fees and services, assigned counsel, jury and witness fees, and interpreter fees. After the effective date of the Annexation, the County shall continue, at its cost and expense, to prosecute such misdemeanor crimes to completion in accordance with the then-existing policies, guidelines, and standards of the Snohomish County Prosecuting Attorney's Office. On and after the effective date of the Annexation, all misdemeanor crimes that occur in the Annexation Area will be considered crimes within the jurisdiction of the City for purposes of determining financial responsibility for such criminal justice system services.

10. FIRE MARSHAL SERVICES

After the effective date of the Annexation, the County shall no longer be responsible for fire inspections, fire code enforcement, or fire investigations within the Annexation Area. Any further actions or enforcement will be at the discretion of the City.

11. STATUS OF COUNTY EMPLOYEES

Subject to City civil service rules and state law, the City agrees to consider the hiring of County employees whose employment status is affected by the change in governance of the Annexation Area where such County employees make application with the City per the City hiring process and meet the minimum qualifications for employment with the City. The City's consideration of hiring of affected sheriff department employees shall be governed by the provisions set forth in RCW 35.13.360 through 35.13.400. The County shall in a timely manner provide the City with a list of those employees expressing a desire to be considered for employment by the City.

12. ADDENDA AND AMENDMENTS

- 12.1 Addenda. At the discretion of the Parties, an addendum to this Agreement may be prepared for the Annexation by the City to address any issues specific to the Annexation. If the Parties decide an addendum is necessary, the Parties may negotiate the addendum prior to the City's submittal of a Notice of Intention to the Boundary Review Board for the Annexation.
- 12.2 Amendments. The Parties recognize that amendments to this Agreement may be necessary.
- 12.3 Process for addending or amending this Agreement. An addendum or amendment to this Agreement must be mutually agreed upon by the Parties and executed in writing. Any addendum or amendment to this Agreement shall be executed in the same manner as this Agreement.
- 12.4 Additional agreements. Nothing in this Agreement limits the Parties from entering into interlocal agreements on issues not covered by, or in lieu of, the terms of this Agreement.

13. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third party beneficiary rights.

14. DISPUTE RESOLUTION

Except as herein provided, no civil action relating to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim or controversy has been submitted to a mutually agreed upon mediator. The Parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each jurisdiction shall be responsible for the costs of their own legal representation. Either party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of that process. The Parties

agree to mediate any disputes regarding the Annexation process or responsibilities of the parties prior to any Boundary Review Board hearing on the proposed Annexation, if possible.

15. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES

In the event a conflict exists between this Agreement and any agreement between the Parties in existence prior to the effective date of this Agreement, the terms of this Agreement shall govern the conflict.

16. RELATIONSHIP TO EXISTING LAWS AND STATUTES

This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all parties will comply with all applicable state or local laws. The Parties retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the Parties do not intend to abrogate the decision-making responsibility or police powers vested in them by law.

17. EFFECTIVE DATE, DURATION AND TERMINATION

- 17.1 Effective Date. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has: (i) been duly executed by both parties, and (ii) has either been filed with the County Auditor or posted on the County's Interlocal Agreements website.
- 17.2 Duration. This Agreement shall be in full force and effect through December 31, 2021. If the parties desire to continue the terms of the existing Agreement after the Agreement is set to expire, the parties may either negotiate a new agreement or extend this Agreement through the amendment process.
- 17.3 Termination. Either party may terminate this Agreement upon ninety (90) days advance written notice to the other party. Notwithstanding termination of this Agreement, the Parties are responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the termination.

18. INDEMNIFICATION AND LIABILITY

- 18.1 Indemnification of County. The City shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees, volunteers, and agents, from any loss, suit or claim (collectively "Claims") for damages of any nature whatsoever arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those damages caused solely by the negligence of the County, its elected and appointed officials, officers, employees, volunteers, or

agents. The City's obligations under this Subsection 18.1 shall expressly exclude any Claims challenging or otherwise concerning the validity and/or substantive content of any ordinances, regulations, policies or rules (collectively "County Enactments") originally enacted by the County. The forgoing exclusion does not include any Enactments that are subsequently adopted by reference by the City. Furthermore, the City shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees, volunteers, and agents, from any loss, suit or claim (collectively "Claims") for damages of any nature whatsoever arising out of any known or unknown patent and latent defects in the real property, improvements, fixtures, and facilities thereon that are annexed as part of this Agreement.

- 18.2 Indemnification of City. The County shall protect, save harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees, volunteers, and agents from any loss, suit or claim (collectively "Claims") for damages of any nature whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those damages caused solely by the negligence of the City, its elected and appointed officials, officers, employees, volunteers, or agents. The County's obligations under this Subsection 18.2 shall expressly exclude any Claims challenging or otherwise concerning the validity and/or substantive content of any ordinances, regulations, policies or rules (collectively "City Enactments") originally enacted by the City.
- 18.3 Extent of liability. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the Parties, including claims by the City's or the County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the Parties, their officers, officials, employees, and volunteers, each party's liability hereunder shall be only to the extent of that party's negligence.
- 18.4 Industrial Insurance. For purposes of indemnification only, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.
- 18.5 Hold harmless. No liability shall be attached to the City or the County by reason of entering into this Agreement except as expressly provided herein. The City shall hold the County harmless and defend at its expense any legal challenges to the City's requested mitigation and/or failure by the City to comply with Chapter 82.02 RCW. The County shall hold the City harmless and defend at its expense any legal challenges to the County's requested mitigation or failure by the County to comply with Chapter 82.02 RCW. Furthermore, the City shall hold the County harmless and defend at its expense any and all claims for damages of any nature whatsoever arising out of any known or unknown patent and latent defects in the

real property, improvements, fixtures, and facilities thereon that are annexed as part of this Agreement.

18.6 Survivability. The provisions of this Section 18 shall survive the expiration or termination of this Agreement with respect to acts and omissions occurring during the effective term hereof.

19. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and the application of the provisions to other persons or circumstances shall not be affected.

20. EXERCISE OF RIGHTS OR REMEDIES

Failure of either party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time.

21. RECORDS

The Parties shall maintain adequate records to document obligations performed under this Agreement. The Parties shall have the right to review each other's records with regard to the subject matter of this Agreement, except for privileged documents, upon reasonable written notice. Public records will be retained and destroyed according to Subsection 6.5 of this Agreement.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties concerning the Annexation Area, except as set forth in Sections 12 and 15 of this Agreement.

23. GOVERNING LAW AND STIPULATION OF VENUE

This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County.

24. CONTINGENCY

The obligations of the Parties in this Agreement are contingent on the availability of funds through legislative appropriation and allocation in accordance with law. In the event funding is withdrawn, reduced or limited in any way after the effective date of this Agreement, the City or County may terminate the Agreement under Subsection 17.3 of this Agreement, subject to renegotiation under those new funding limitations and conditions.

25. FILING

A copy of this Agreement shall be filed with the Everett City Clerk and posted on the Snohomish County website pursuant to RCW 39.34.040.

26. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

The Administrators and contact persons for this Agreement are:

David Stalheim, Interim Director
City of Everett
Community, Planning and Economic
Development
2930 Wetmore, Suite 8-A
Everett, WA 98201
(425) 257-8736

Barb Mock, Director
Snohomish County
Department of Planning and Development Services
3000 Rockefeller Avenue
Everett, WA 98201
(425) 388-3311

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IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the later date indicated below or when the provisions of Subsection 17.1 are met, whichever date is later.

THE CITY:

The City of Everett, a Washington municipal corporation

By _____
Name: _____
Title: _____

Date: _____

THE COUNTY:

Snohomish County, a political subdivision of the State of Washington

By _____
Name: _____
Title: _____

Date: _____

ATTEST:

City Clerk/Treasurer

Approved as to Form:

City Attorney

ATTEST:

Clerk of the County Council

Approved as to Form:

Deputy Prosecuting Attorney

Reviewed by Risk Management:

APPROVED () OTHER ()

Explain.

Signed: _____

Date: _____

EXHIBIT A – SMITH ISLAND WEST ANNEXATION MAP

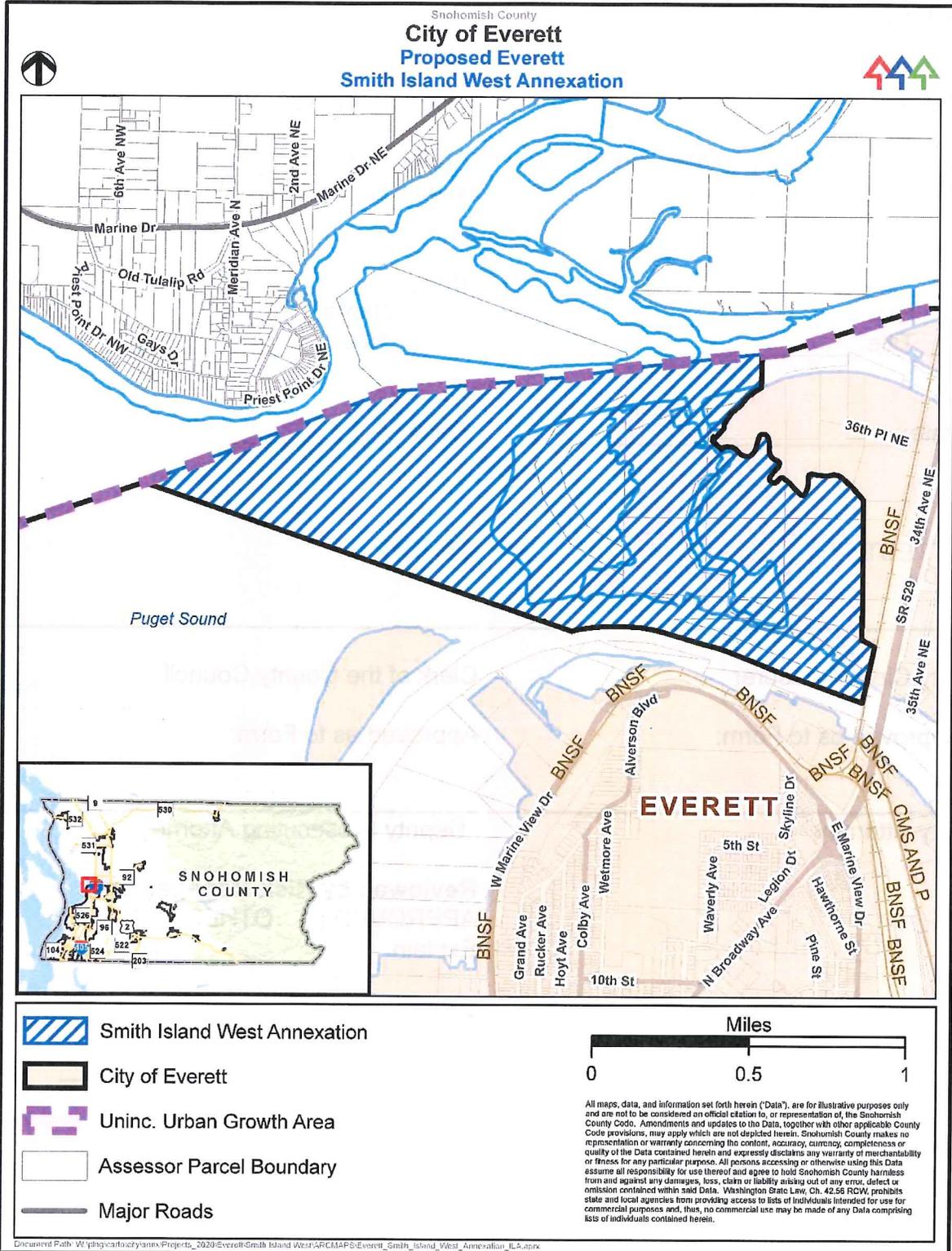


EXHIBIT B – SNOHOMISH COUNTY TOMORROW ANNEXATION PRINCIPLES

The following principles are intended as a “roadmap” for successful annexations but are not intended to require cities to annex all UGA lands. The desired outcome will reduce Snohomish County’s current delivery of municipal services within the urban growth area while strengthening the County’s regional planning and coordinating duties. Likewise, cities/towns will expand their municipal services to unincorporated lands scattered throughout the UGAs in Snohomish County. These principles propose altering historical funding and service delivery patterns. All parties recognize that compromises are necessary.

1. The County and all Snohomish County cities will utilize a six-year time schedule which will guide annexation goals. This work will be known as the Six Year Annexation Plan. As follow-up to the county’s Municipal Urban Growth Area (MUGA) policies, those cities that have a (MUGA) land assignment, should designate this land assignment a priority. Each jurisdiction shall conduct its normal public process to ensure that citizens from both the MUGA areas and city proper are well informed. All Snohomish County cities have the option of opting in or out of this process. Cities that opt in will coordinate with the county to establish strategies for a smooth transition of services and revenues for the annexations proposed in the accepted Six Year Plan.
2. Each city will submit a written report regarding priority of potential annexation areas to the county council every two years, at which time each city will re-evaluate its time schedule for annexation. This report will serve as an update to the Six Year Annexation Plan.

The report to the county council should be based upon each city’s internal financial analyses dealing with the cost of those annexations identified for action within the immediate two-year time period. This analysis shall include: current and future infrastructure needs including, but not be limited to, arterial roads, surface water management, sewers, and bridges. A special emphasis should be given to the financing of arterial roads, including historical county funding and said roads’ priority within the county’s current 6-year road plan. Where financing and other considerations are not compelling, the city and county may “re-visit” the annexation strategies at the next two-year interval.

3. To facilitate annexation within urban growth areas (UGAs), the host city and the county may negotiate an Interlocal agreement providing for sub-area planning to guide the adoption of consistent zoning and development regulations between the county and the city. Coordination of zoning densities between the county and the host city may require the revision of land use maps, adoption of transfer rights or other creative solutions. Upon completion of sub-area planning, if

densities cannot be reconciled, then the issue would be directed to SCT for review and possible re-assignment to alternate sites within the UGA.

The Interlocal Agreement would also address development and permit review and related responsibilities within the UGA, apportioning related application fees based upon the review work performed by the respective parties, and any other related matters. The format for accomplishing permit reviews will be guided in part by each city's unique staffing resources as reflected in the Interlocal agreement between the host city and the county.

4. The city and the county will evaluate the financial and service impacts of an annexation to both entities, and will collaborate to resolve inequities between revenues and service provision. The city and county will negotiate on strategies to ensure that revenues and service requirements are balanced for both the city and the county. These revenue sharing and/or service provision strategies shall be determined by individual ILAs to address service operations and capital implementation strategies.
5. The county and the host city will negotiate with other special taxing districts on annexation related issues. Strategies for accomplishing these negotiations will be agreed to by the county and host city, and reflected in the host city's annexation report. (See preceding Principle #2.)
6. To implement the goals of the Annexation Principles regarding revenue sharing, service provision, and permit review transitions, the county and the cities will consider a variety of strategies and tools in developing Interlocal Agreements, including:
 - Inter-jurisdictional transfers of revenue, such as property taxes, Real Estate Excise Taxes (REET), storm drainage fees, sales tax on construction, and retail sales tax. Dedicated accounts may be opened for the deposit of funds by mutual agreement by the county and city;
 - Service provision agreements, such as contracting for service and/or phasing the transition of service from the county to the city;
 - Identifying priority infrastructure improvement areas to facilitate annexation of areas identified in Six Year Annexation Plans.

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**EXHIBIT C – SNOHOMISH COUNTY CODE (“SCC”) PROVISIONS
TO BE ADOPTED BY CITY**

- A. The following portions of Title 13 SCC, entitled ROADS AND BRIDGES: Chapters 13.01, 13.02, 13.05, 13.10 through 13.70, 13.95, 13.110 and 13.130
- B. Title 25 SCC, entitled STORM AND SURFACE WATER MANAGEMENT
- C. Subtitle 30.2 SCC, entitled ZONING AND DEVELOPMENT STANDARDS
- D. Subtitle 30.3 SCC, entitled PERFORMANCE STANDARD ZONES, RESOURCE LANDS AND OVERLAYS
- E. Subtitle 30.4 SCC, entitled LAND USE PERMITS AND DECISIONS
- F. Subtitle 30.5 SCC, entitled CONSTRUCTION CODES
- G. Subtitle 30.6 SCC, entitled ENVIRONMENTAL STANDARDS AND MITIGATION
- H. Subtitle 30.9 SCC, entitled DEFINITIONS

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Project title: Facilities Condition Assessment Update Briefing

City Council Agenda Item Cover Sheet

Council Bill #

Project: Facilities Condition Assessment Update Briefing

Agenda dates requested:

Partner/Supplier : N/A

Location: N/A

Preceding action: Briefing

Fund: N/A

Briefing 9/09/2020

Proposed Action

Proposed Action

Consent

Action

Ordinance

Public hearing

Yes No

Fiscal summary statement:

N/A

Project summary statement:

Provide Council with an update to the Facilities Condition Assessment that was briefed in February 2020. Provide progress made with incorporating study results into capital project planning/ budgeting and current status of actions taken by city staff.

Budget amendment:

Yes No

PowerPoint presentation:

X Yes No

Attachments:

Power Point

Recommendation (exact action requested of Council):

Department(s) involved:

Parks & Facilities

Administration

Contact person:

Jeff Harris

Phone number:

425-512-6167

Email:

jeharris@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Facilities Condition Assessment Study Update

Jeff Harris
September 9, 2020



1

Overview

- ❖ Previous Update Summary
- ❖ Progress Status
- ❖ Moving Forward



2

Summary of FCA Results

- ❖ Disinvestment in the Past
- ❖ Historical Lack of Funding - “Run to Fail” Prioritization
 - No Preventative Maintenance Focus
 - Lack of Resources
 - Results in more Emergency Work
- ❖ General Government Funding Insufficient
 - Should Average \$6.5M thru 2038 (at 2%)
 - Previous Average ≈ \$1M (≈ 15% of \$6.5M)



3

Summary of FCA Results

- ❖ **Short Term:**
 - Prioritize O.D. and P.R. Projects Given Current Funding
 - Other Projects Reviewed Case by Case
 - Resource Identification for 2021 Budget
- ❖ **Long Term:**
 - Update Long Term Asset Strategy
 - Review, Analyze & Identify Financing Model
 - Finalize/ Implement Plan in 2021



4

Progress Status

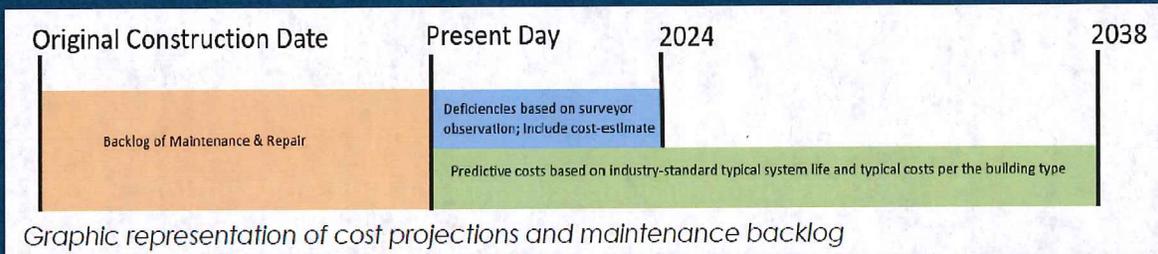
Q2 of 2020

- Deep Dive Into the Report Findings
 - Duplications of Predicted Renewals and Observed Deficiencies Removed
 - Projects Completed After Final Report Removed
 - Deficiencies and Predicted Renewals were Prioritized and Grouped
 - Deferrals Based on Prioritization and Budget Limitations



5

Progress Status



6

Progress Status

Deeper Dive Resulted in Further Prioritization
Considered Funding Resources

CIP 1: Funding Increase For 2021

Worked with Finance – Five Year Forecast

- Gets Us Started During Difficult Financial Times



7

Progress Status

Projects Underway in 2020

FCA Findings added into the scope of Work When Possible

- Fire Station #2 Exercise Room and HVAC upgrades
- Fire Station #6 Restroom Renovation
- EverPark Structural Repairs and Parking Automation
- Main Library Building Envelope Repairs (Phase 1 &2)
- Fire Alarm and Sprinkler repair projects for multiple buildings

Capital Project Budget Forecasts

- Moving Forward Based on the FCA Findings



8

Moving Forward

- Integrated 7-year Plan Based On FCA Findings
- Increase In Dedicated Funding in CIP 1
- Non-FCA projects/ Department Requests
 - Reviewed Using FCA As Guide / Long Term City Impacts Considered
 - Integration of Asset Information Gathered in the FCA study
 - New CMAMS (Computerized Maintenance & Asset Management System)





Project title: Amend the Comprehensive Plan Land Use Map Designation Map for Hope Covenant Church

City Council Agenda Item Cover Sheet

Council Bill #

CB 2009-47

Agenda dates requested:

Sept. 9th, 16th, 23rd

Briefing 9.9.20

Proposed action 9.16.20

Consent

Action 9.23.20

Ordinance X

Public hearing 9.16.20

X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

- 1. Draft Ordinance
- 2. PC Resolution
- 3. PC Mtg Minutes
- 4. Staff Report
- 5. Application

Department(s) involved:

Planning

Contact person:

David Stalheim

Phone number:

425-257-8736

Email:

dstalheim@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Amend comprehensive plan land use designation map for 4426, 4502, 4516 Rucker Avenue.

Partner/Applicant: Hope Covenant Church and Schmidt Properties LLC

Location: 4426, 4502, 4516 Rucker Avenue

Preceding action: Planning Commission public hearing, resolution to approve

Fund: N/A

Fiscal summary statement:

None

Project summary statement:

Consideration of a recommendation from the Planning Commission to amend the comprehensive plan land use designation map from Single Family to Commercial Mixed-Use for the two Schmidt owned parcels and from Single Family to Multifamily for the parcels owned by the Hope Covenant Church.

No specific plans have been submitted at this time, but the proposed change would allow greater density for future multifamily development and expansion of the existing business north of the site. The applicant has submitted a traffic analysis projecting a potential 150-unit multifamily mid-rise development and a visual impact analysis of stepped heights. Additional reviews, including public hearings, will be required prior to any future development. Traffic impacts on Rucker Avenue and compatibility with existing single-family homes to the east will be evaluated based on a site specific design and code requirements at the time of a vested application.

The Rethink Zoning proposal would eliminate the zoning requested. As such, this ordinance is limited to just the comprehensive plan designation changes. If approved, the planning director is instructed to bring back the equivalent zoning changes as part of Rethink Zoning unless the ordinance for Rethink Zoning is not considered by City Council by 11/18/20, then an ordinance to rezone should be submitted. (See Section 2 of the attached ordinance.)

Recommendation (exact action requested of Council):

Adopt an Ordinance amending the Comprehensive Plan Land Use Designation Map for Hope Covenant Church and Schmidt Properties LLC amending Ordinance No. 2021-94, as amended as part of the Annual Docket for 2020. (public hearing on 9-16, 3rd and final reading on 9-23-20).



ORDINANCE NO. _____

An Ordinance Amending the Comprehensive Plan Land Use Designation Map for 4426/4502/4516 Rucker Avenue Amending Ordinance No. 2021-94, as amended, as part of the Annual Docket for 2020

WHEREAS,

- A. The City of Everett adopted its first Comprehensive Plan under the Washington State Growth Management Act (GMA) in 1994 and conducted a comprehensive review and update of the Plan in 2015 with annual updates allowed consistent with GMA.
- B. The 2020 comprehensive plan docket and implementing zoning amendments are subject to the phased timing of the Rethink Zoning project to coordinate the effective date of the map changes consistent with GMA requirements.
- C. A timely application was filed to amend the comprehensive plan land use designation from Single Family to Multifamily, and the zoning designation from R-1 Single Family Low Density to R-5 Multiple Family High Density for the Hope Covenant Church site.
- D. The R-5 Multiple Family High Density zone is only for property in the downtown area, so R-4 Multiple Family High Density was considered as the appropriate zone for these parcels.
- E. The application proposes that the adjacent Schmidt-owned parcels amend the comprehensive plan designation from Single Family to Commercial Mixed-Use with implementing zoning changing from R-1 Single Family Low Density to E-1 Evergreen Way.
- F. Notice of the proposed amendments to the comprehensive plan was sent to the Washington State Department of Commerce on February 21, 2020 and a letter of receipt was received on February 24, 2020.
- G. The Planning Commission reviewed the proposed map amendments, received public input at a duly advertised public hearing on June 16, 2020 and made the following findings and conclusions:
 - a. A Determination of Nonsignificance (DNS) under the State Environmental Policy Act was issued on February 22, 2020 regarding the proposed action.
 - b. The proposed map amendments are consistent with GMA goals (RCW 36.70A.020) that encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner, and which promote a variety of residential densities and housing types.

- c. This proposal would implement the following Comprehensive Plan policies:
 - i. Housing growth in Everett will be principally in the form of multiple family dwellings in redevelopment areas...g. Evergreen Way and i. Transit corridors (pg. 6 Intro. II B 7)
 - ii. Arterial streets traditionally zoned or used for commercial activities will be the focus of redevelopment with a greater emphasis on residential uses mixed with commercial development. (pg. 7 Intro. II B 14)
 - iii. Promote housing alternatives to large lot single family detached dwelling (H 4.1.2)
 - iv. Assure a wide range of housing opportunities (LU 2.1.1); and
 - v. Promote increased densities and infill housing types (LU 2.1.2); and
 - vi. Promote high density residential use in well designed, mixed-use commercial developments...near transportation facilities... (LU 2.1.4); and
 - vii. [Encourage] small scale buildings and businesses that are oriented to...surrounding residential neighborhoods. (LU 2.2.4.b); and
 - viii. Commercial lands located adjacent to streets designated as "gateway corridors" shall...improve appearance of the arterial corridor... (LU 2.2.5).
- d. The proposal is consistent with three of the required characteristics to amend the Land Use Map to allow High Density Multiple Family Residential as listed in the Land Use Element, Part V, Section D-- Land Use Designations-Locational Criteria.
- e. The proposed zoning types, with the exception of R-5 Core Residential, is consistent with the proposed comprehensive plan land use designations and site specific rezone criteria (Section 41.160.D.2 EMC).
- f. Proposed amendments of the Zoning map meet the criteria outlined in EMC 19.41.170.C.
- g. The public health, safety and welfare will be provided for by these map amendments with the expansion of residential and small scale commercial development in an area served by public facilities and services including transit along Evergreen Way.
- h. The proposed map amendments promote the best long term interest of the Everett community by allowing future multifamily residential infill adjacent to mass transit on a site that could foster a design that is compatible with surrounding uses.
- i. The proposed map amendments were considered as part of the annual comprehensive plan 2020 docket process in coordination with the city-wide Rethink Zoning project.

- H. Based on their findings and conclusions, the Planning Commission recommends that the City Council:
- a. Amend the City of Everett Growth Management Comprehensive Plan Land Use Map for the property at 4502/4516 Rucker Avenue from Single Family to Multifamily and Single Family to Commercial Mixed-Use for 4426 Rucker Avenue as depicted in Exhibit 1.
 - b. Amend the City of Everett Zoning Map for the property located at 4502/4516 Rucker Avenue from R-1 Single Family Detached Low Density to R-4 Multiple Family High Density and for the Schmidt parcel at 4426 Rucker Avenue from R-1 Single Family Detached Low Density to E-1 Evergreen Way as shown in Planning Commission Resolution 20-01, Exhibit 2.
- I. The City is considering changes to the Zoning Code (Rethink Zoning) which would eliminate the proposed zoning of R-4 and E-1, with the surrounding area being considered for the equivalent zoning designation of Business (B) for E-1 and Urban Residential 4 (UR4) for R-4.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN THE FOLLOWING ACTIONS:

Section 1. Amend the City of Everett Growth Management Comprehensive Plan Land Use Map for the property at 4502/4516 Rucker Avenue from Single Family to Multifamily and Single Family to Commercial Mixed-Use for 4426 Rucker Avenue as set forth in Exhibit 1.

Section 2. The Planning Director shall prepare an ordinance that amends the City's zoning map with the ordinance for Rethink Zoning unless the ordinance for Rethink Zoning is not considered for City Council action before November 18, 2020, in which case, the Planning Director shall prepare an ordinance to change the subject property zoning classifications from Single Family to E-1 Evergreen Way for the two Schmidt-owned parcels and from Single Family to R-4 Multiple Family High Density for the parcels owned by the Hope Covenant Church.

Section 3. Effective Date. This ordinance shall not go into effect until the City Council, by Resolution, concludes the 2020 Comprehensive Plan docket process.

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 and ordinance numbering.

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

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

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

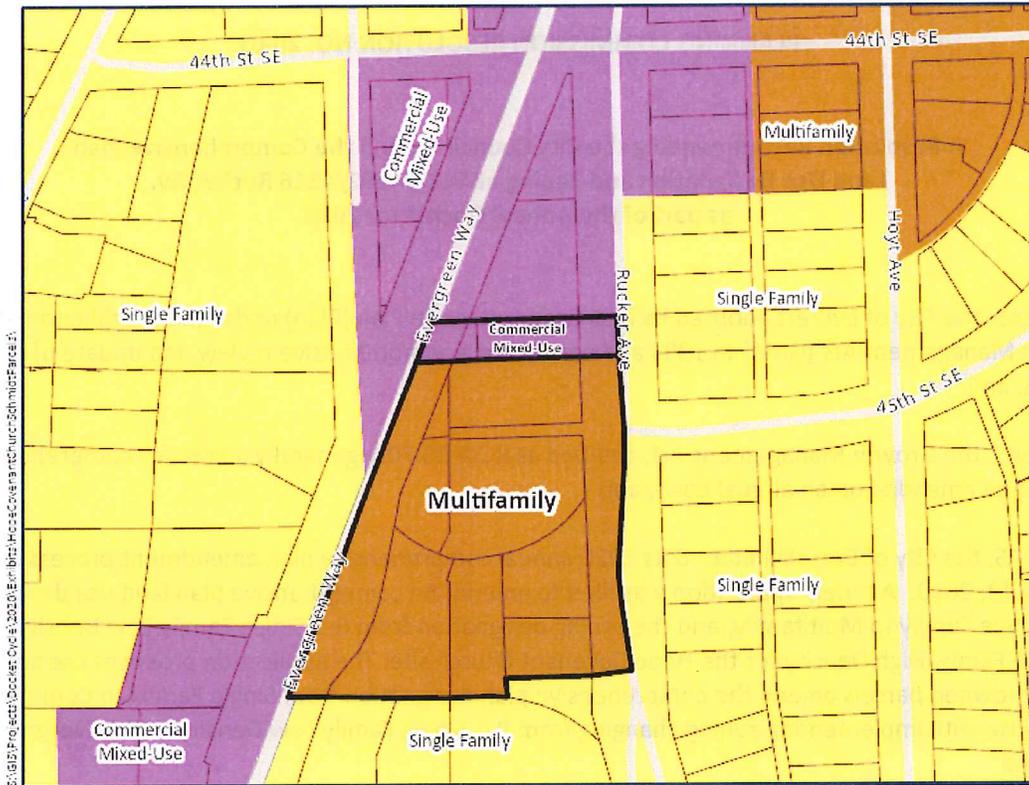
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PUBLISHED: _____

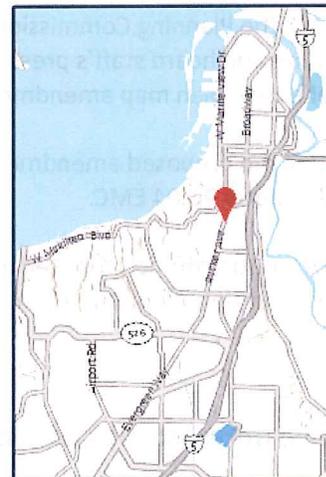
EFFECTIVE DATE: _____

Hope Covenant Church and Schmidt Parcels
Comprehensive Plan Amendment

Exhibit 1



- From: Single Family
To: **Commercial Mixed — Use**
- From: Single Family
To: **Multifamily**





PLANNING COMMISSION RESOLUTION NO. 20-01

**A Resolution Recommending the City Council Amend the Comprehensive Plan
Land Use Designation and Zoning at 4426/4502/4516 Rucker Av.
as part of the Annual Docket for 2020**

WHEREAS, the City of Everett adopted its first Comprehensive Plan (Plan) under the Washington State Growth Management Act (GMA) in 1994 and conducted a comprehensive review and update of the Plan in 2015; and

WHEREAS, the Growth Management Act, codified as RCW 36.70A, generally allows for comprehensive plans to be amended on an annual basis; and

WHEREAS, the City of Everett initiated its 2020 annual comprehensive plan amendment process on January 13, 2020. A timely application was filed to amend the comprehensive plan land use designation from Single Family to Multifamily, and the zoning designation from R-1 Single Family Low Density to Multiple Family High Density for the Hope Covenant Church site. The application proposes the adjacent Schmidt-owned parcels amend the comprehensive plan designation from Single Family to Commercial Mixed-Use with implementing zoning changing from R-1 Single Family Low Density to E-1 Evergreen Way; and

WHEREAS, the Planning Commission held a public hearing on the matter on June 16, 2020 at which time the Commission heard staff's presentation, public comments, and considered the proposed comprehensive plan map amendment and rezone; and

WHEREAS, the proposed amendments were evaluated consistent with the State Environmental Policy Act and Chapter 20.04 EMC.

WHEREAS, notice of the proposed amendments to the comprehensive plan was sent to the Washington State Department of Commerce on February 21, 2020 and a letter of receipt was received on February 24, 2020.

WHEREAS, THE PLANNING COMMISSION FINDS:

1. The proposed map amendments are consistent with GMA goals (RCW 36.70A.020) that encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner, and which promote a variety of residential densities and housing types.

2. This proposal would implement the following Comprehensive Plan policies:
 - a. Housing growth in Everett will be principally in the form of multiple family dwellings in redevelopment areas...g. Evergreen Way and i. Transit corridors (pg. 6 Intro. II B 7)
 - b. Arterial streets traditionally zoned or used for commercial activities will be the focus of redevelopment with a greater emphasis on residential uses mixed with commercial development. (pg. 7 Intro. II B 14)
 - c. Promote housing alternatives to large lot single family detached dwelling (H 4.1.2)
 - d. Assure a wide range of housing opportunities (LU 2.1.1); and
 - e. Promote increased densities and infill housing types (LU 2.1.2); and
 - f. Promote high density residential use in well designed, mixed-use commercial developments...near transportation facilities... (LU 2.1.4); and
 - g. [Encourage] small scale buildings and businesses that are oriented to...surrounding residential neighborhoods. (LU 2.2.4.b); and
 - h. Commercial lands located adjacent to streets designated as "gateway corridors" shall...improve appearance of the arterial corridor...(LU 2.2.5).
3. The proposal is consistent with three of the required characteristics to amend the Land Use Map to allow High Density Multiple Family Residential as listed in the Land Use Element, Part V, Section D-- Land Use Designations-Locational Criteria.
4. The proposed zoning types, with the exception of R-5 Core Residential, are consistent with the proposed comprehensive plan land use designations and site-specific rezone criteria (Section 41.160.D.2 EMC).
5. The proposed rezones mitigate any adverse impact(s) upon existing or anticipated land uses in the immediate vicinity.
6. The public health, safety and welfare will be provided for by these map amendments with the continuation of residential and small-scale commercial development in an area served by public facilities and services including transit.
7. The proposed map amendments promote the best long-term interest of the Everett community by allowing future multifamily residential infill adjacent to mass transit on a site that could foster a design that is compatible with surrounding uses.
8. The proposed map amendments were considered as part of the annual comprehensive plan 2020 docket including an analysis of potential cumulative impacts.

NOW, THEREFORE, THE PLANNING COMMISSION RECOMMENDS THE FOLLOWING:

1. Amend the City of Everett Growth Management Comprehensive Plan Land Use Map for the property at 4502/4516 Rucker Avenue from Single Family to Multifamily and Single Family to Commercial Mixed-Use for 4426 Rucker Avenue as depicted in Exhibit 1.
2. Amend the City of Everett Zoning Map for the property located at 4502/4516 Rucker Avenue from R-1 Single Family Detached Low Density to R-4 Multiple Family High Density and for

the Schmidt parcel at 4426 Rucker Avenue from R-1 Single Family Detached Low Density to E-1 Evergreen Way as shown in Exhibit 2.

Dated: June 16, 2020

For: Commissioner McGinn, Commissioner Zelinski, Commissioner Beck, Commissioner Tisdell, Commissioner Lavra, and Chair Yanasak

Against: None

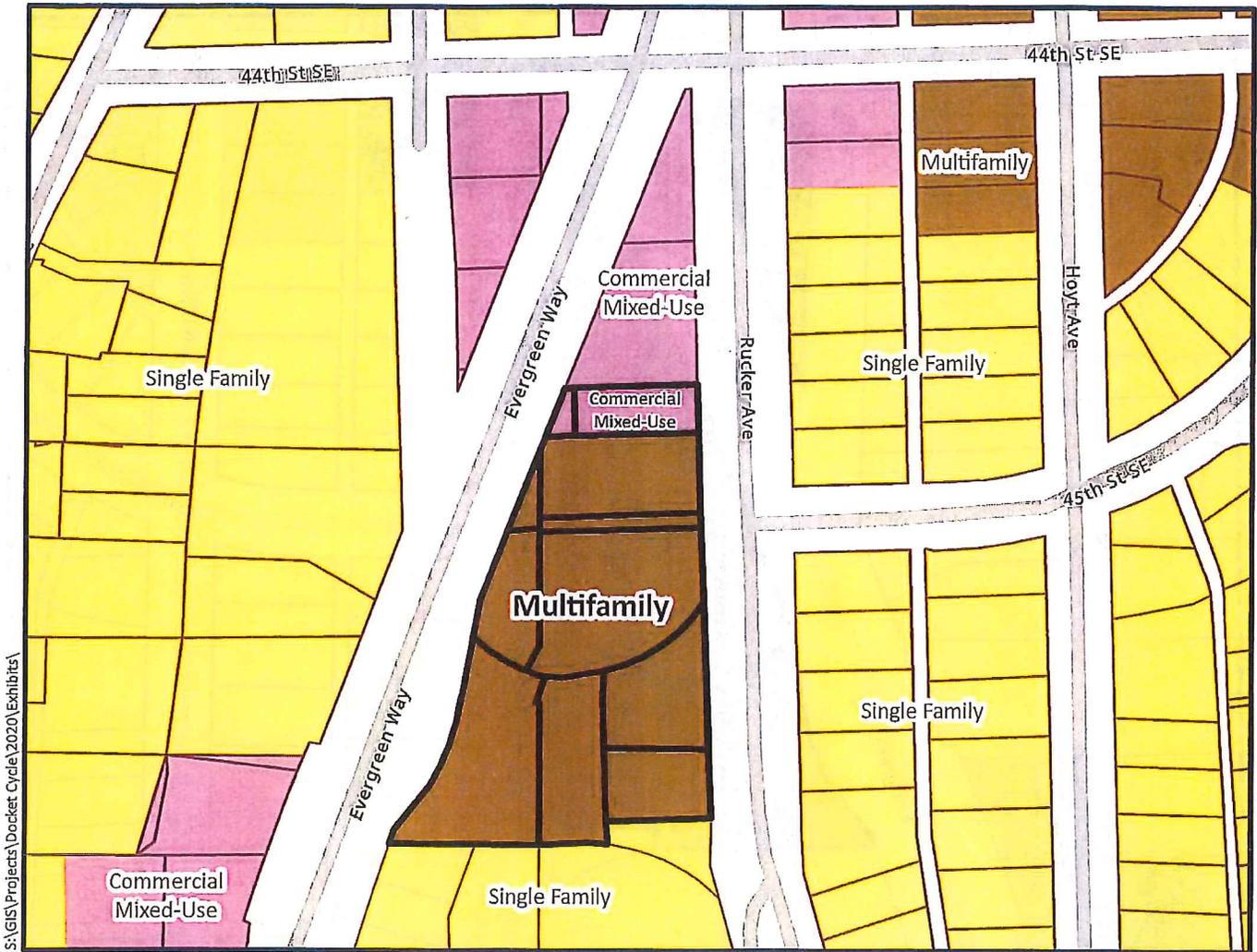
Absent: None

Abstain: Commissioner Holland

PLANNING COMMISSION RESOLUTION 20-01

Hope Covenant Church and Schmidt Parcels Comprehensive Plan Amendment

Exhibit 1



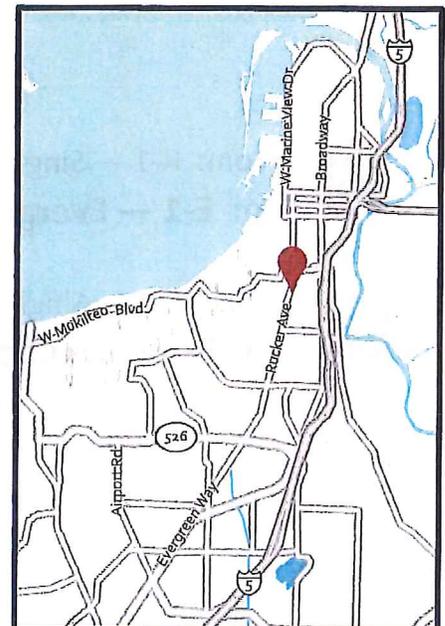
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From: Single Family
To: Commercial Mixed — Use

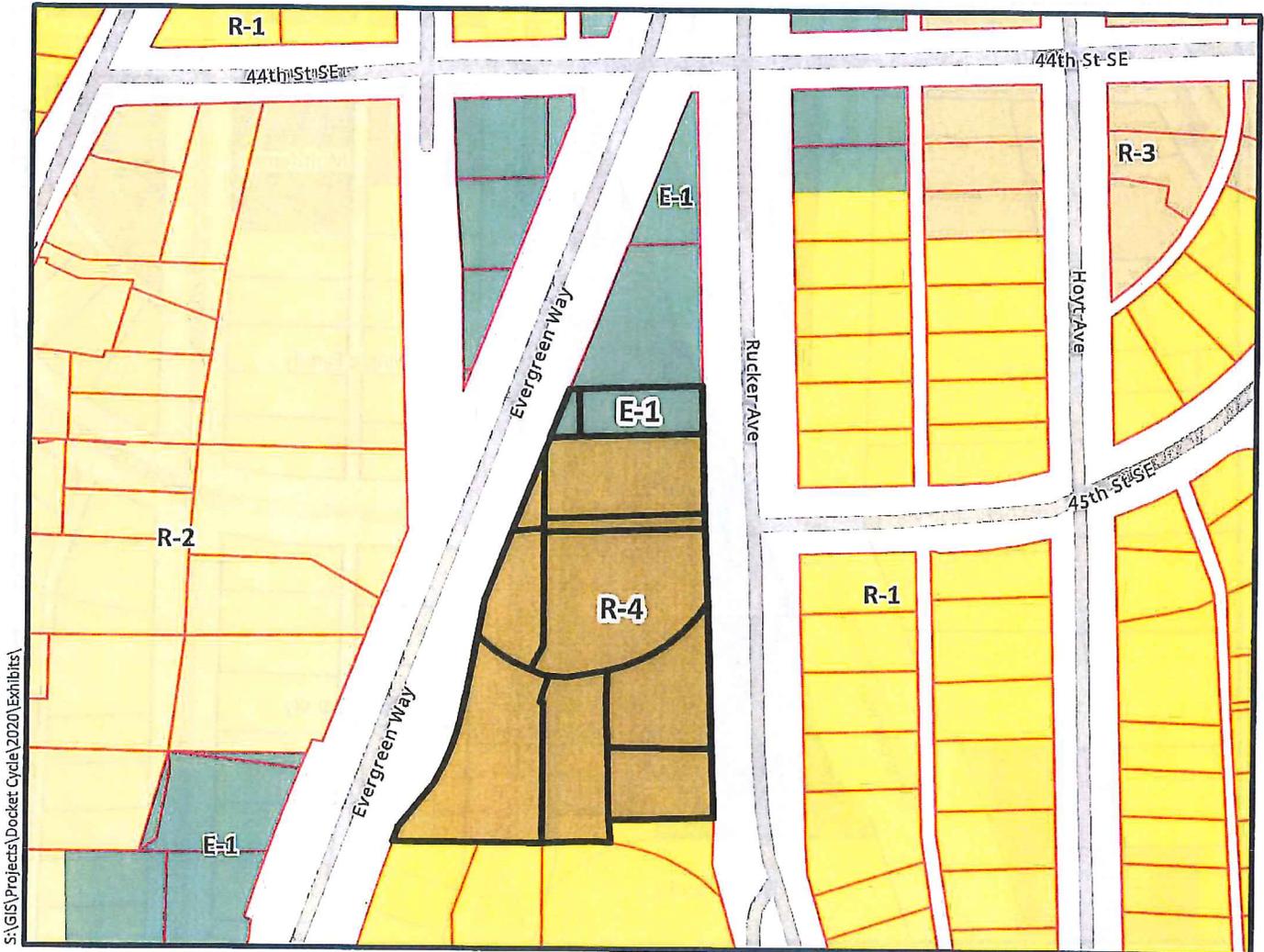


From: Single Family
To: Multifamily



Hope Covenant Church and Schmidt Parcels Zoning Amendment

Exhibit 2



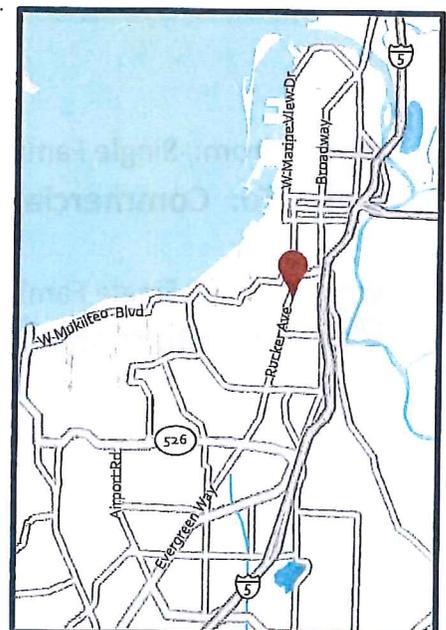
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From: R-1 — Single Family Detached Low Density
To: E-1 — Evergreen Way



From: R-1 — Single Family Detached Low Density
To: R-4 — Multiple Family High Density



**Planning Commission
MS Team Virtual Meeting
Meeting Minutes
June 16, 2020**

Approved: kmf



Chair Adam Yanasak called the meeting to order. Commissioners in attendance: Christine Lavra, Chris Holland, Greg Tisdel, Kathryn Beck, Michael Zelinski, Carly McGinn, Alex Lark, and Michael Finch.

Commissioners Absent: None

Staff Present: Allan Giffen, David Stalheim, Karen Stewart, David Tyler, Steve Ingalsbe and Kathy Davis

Meeting Minutes

Motion: Commissioner Zelinski made a motion to approve the June 2, 2020 meeting minutes. Commissioner Beck seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdel, no response; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Commissioner Comments

Commissioner Lark was participating in the meeting from Korea.

Staff Comments

David Stalheim, Long Range Planning Manager, presented information on the Planning Commission meetings scheduled through August. Mr. Stalheim also had a presentation in appreciation of Allan Giffen's years of service.

Item 1: Hope Covenant Church

Karen Stewart, Environmental Planner, presented information on the Hope Covenant Church/Schmidt property request for a comprehensive plan map and rezone change.

Public Hearing

Brian Kalab, Insight Engineering, stated that the staff report was well prepared and did address why the proposed request was a good fit for the area. He asked Commission if they had any questions.

Commission Discussion

Commissioner Finch asked why the single-family parcels were included in the rezone request. Mr. Kalab responded that the addition of those properties to the church property created a more developable parcel for multiple family development. Commissioner Finch asked if the property owner at 4524 Rucker Avenue was contacted. Mr. Kalab responded that parcel was already zoned commercial, and the

property owner was aware of the application. Commissioner Finch stated that 45th Street SE bisects Hope Covenant Church and asked if the Church owned the right of way. Mr. Kalab responded that street area was vacated.

Commissioner Lark asked about affordable housing. Mr. Kalab responded that it was a little early in the process. The intent was to create a developable site for multiple family development.

Commissioner Holland asked about the single-family parcel that wasn't included as part of the application and if the property owner was notified. Ms. Stewart responded the property owner was notified and wasn't interested in the rezone proposal.

Citizen Comments

Ian Windham, 1308 Maryland Ave, concerned about property lines indicated on the map where the Maple trees were shown on the slope. He was also concerned about possible heights blocking his view.

Linda Erickson, 1503 45th Street SE, was opposed to the project due to increased traffic in the area if the site is redeveloped as multiple family. She had emailed her comments to the City.

Tina Hokanson, 325 S Cabot, was concerned about traffic congestion if property developed as multiple family.

Motion: Commissioner Holland made a motion to close the public hearing. Commissioner Finch seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, no response; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Commission Discussion

Commissioner Holland asked why the properties were combined in one application. He added that he would not vote on the matter because he was friends with Schmidt property owners. Mr. Stalheim stated that the Schmidt family had contacted the City one or two years earlier about rezoning their properties to commercial. Recalling that, Mr. Stalheim asked Hope Covenant Church to speak to the Schmidt's regarding their earlier request. He added that there was nothing in the City's regulations that preclude the property owners from combining their application.

Commissioner Holland stated that he was concerned about traffic impacts from more multiple family developments constructed along Evergreen Way, solar access for the properties across Rucker to the east, view protection, and that the remaining downslope parcel wasn't included in the request.

Commissioner Lark stated that future development of that site would be located on a high capacity road and that the developer would mitigate any traffic concerns. She encouraged future developers to engage early with the neighborhood to make sure that the development compliments and adds value to the area.

Commissioner Beck was concerned about area traffic and had some reservations about future development of the site. Mr. Stalheim responded that there was a traffic generation analysis done by Gibson Traffic Consultants included in the staff report.

Commissioner Finch stated that he was concerned about Findings 5 and 7 on page 2 of the resolution. He would like the language in the resolution amended since there was no project specific request.

Commissioner Zelinski asked if the rezone was approved, would Planning Commission or the neighborhood be able to provide input on the site-specific proposal.

Staff Comments

Ms. Stewart stated that the parcel boundaries drawn included the sloped area where the Maple trees were located; however, not all of that area was developable and would require a setback buffer. She added that the review process for a multiple family development would also require a public notice with a public comment period. The City would encourage the developer to meet with the neighborhood on the specific project proposal, and the traffic impacts would be reviewed by the City's Traffic Engineers.

Commission Discussion

Commissioner Holland would like the traffic consultants to also measure the a.m. peak hour trips. Commissioner Holland agreed with Commissioner Finch that it was hard to determine traffic impacts without a specific development proposal. Commissioner Beck was also concerned about significant amounts of traffic in the area.

Chair Yanasak asked about the height regulations. Ms. Stewart responded that the City does have height regulations that provide for lower heights from the adjacent residential area. Mr. Stalheim referred to the Hope Covenant church massing diagram to explain what the current code would allow in terms of heights and stepback provisions from the adjacent neighborhood.

Chair Yanasak asked if staff were aware of any project being denied because the traffic study didn't adequately address the traffic impacts. Mr. Stalheim responded if a study doesn't meet the engineering or concurrency requirements through mitigation, developers will decrease the number of units so the traffic generated will change, or make improvements to intersections, turning movements, lights, or whatever else to meet the City's requirements.

Commissioner Finch asked about Findings 5, 6, and 7 in the Resolution. Ms. Stewart responded that the findings are standard language for non-project actions. Commissioner Finch asked if the rezone could

be amended into two separate actions. Mr. Giffen responded the Commission has the discretion to make amendments to the Resolution.

Motion: Commissioner Zelinski made a motion to approve Planning Commission Resolution 20-01 with the removal of Finding 5 on page 2 from the Resolution. Commissioner McGinn seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, no; Commissioner Tisdell, no; Commissioner Holland, abstain; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Item 2: Evergreen Recovery Center

Karen Stewart, Environmental Planner, presented information on the Evergreen Recovery Center request for a comprehensive plan map and rezone change.

Commission Discussion

Commissioner Lark asked about the applicant's public outreach. Linda Grant, Evergreen Recovery Center CEO, stated that they notified the neighborhood and were invited to the neighborhood meeting; however, the meeting was cancelled due to COVID. She also met with the County Councilman for that district. Commissioner Lark asked if the community would be considered in the design of the facility. Ms. Grant responded that they would and have designed the center to be compatible with the neighborhood. They have a great relationship with the neighborhood.

Citizen Comments

Tina Hokanson stated that the proposal sounds like a great project.

Susan Secor, E. Grand Avenue, stated that the rezone request would provide for a development agreement that hasn't been formed. She was concerned with the wording used by the applicant which said: "The uses are limited to things we expect with this project, including but not limited to. . ." She felt that the wording leaves the door open for any use allowed in the C-1 zone.

Commission Discussion

Commissioner Finch asked about the percentage of clients from Everett as opposed to broader Snohomish County. Ms. Grant responded 50-60% are Everett residents.

Commissioner Lavra stated that the site was well maintained and a reasonable project for the area.

Commissioner Lark asked about funding and/or grant restrictions. Ms. Grant responded most of their clients are funded out of the Medicaid healthcare plan, and they also contract with other health care plans for the northwest region.

Commissioner Finch stated that the facility was a local and regional facility and was a service to the region not just the Everett Community as noted in Finding #6. He stated that Everett has taken on a large portion of county services in meeting regional demands.

Motion: Commissioner Holland made a motion to close the public hearing. Commissioner Beck seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, yes; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Motion: Commissioner Beck made a motion to recommend approval of Resolution 20-02 recommending the City Council amend the Comprehensive Plan Land Use Designation and Zoning at 2601/2604/2606/2612/2614 Summit Avenue as part of the Annual Docket for 2020. Commissioner Holland seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, yes; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Item 3: Floodplain Prevention Ordinance

Steve Ingalsbe, Land Use Manager, presented information regarding lot standards and building placement standards in residential and non-residential zones.

Commission Discussion

None

Citizen Comments

None

Motion: Commissioner Holland made a motion to close the public hearing. Commissioner Lavra seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, no response; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Motion: Commissioner Lavra with one edit to the numbering. Commissioner Zelinski seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, yes; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Agenda 4: Rethink Zoning

Chapter 33

David Tyler, Planner, presented information on the legislative background, the chapter reorganization, and proposed key changes to the current procedures.

Commission Discussion

Commissioner Lark stated that the current sidewalks along Evergreen way are not pedestrian friendly and he supported the addition of planting areas separating pedestrians and vehicles. Commissioner Lark asked if the new street designations would require parking lots behind buildings, so businesses front on the streetscape. Mr. Tyler responded that parking lot placement was addressed in Chapter 34. There were also pedestrian connection requirements to access sidewalks as well as transit stops.

Commissioner Finch referred to table 33-1 and asked if the City had received any comments from the development community regarding the TOD and pedestrian street improvements that may increase construction costs. Mr. Tyler responded he hadn't received any direct feedback. He added that many of the standards are based on the existing Metro Everett standards. Mr. Stalheim stated that the regulations also allow for higher densities in the pedestrian and TOD areas in comparison to other areas.

Motion: Commissioner Holland made a motion to extend the Planning Commission meeting another 30 minutes. Commissioner Zelinski seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, yes; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Chapter 17, Airport-Port-Navy Compatibility

David Stalheim, Long Range Planning Manager, presented the project website and reviewed the Chapter 17 summary with Commission.

Commission Discussion

Commissioner Lark mentioned concerns about public outreach to traditionally marginalized and disenfranchised communities who have been locked out of housing and access to housing. In response to the 2024 timeline for addressing housing, he felt that was too long to wait. Equitable growth is essential sooner.

Citizen Comments

Laura Gurley, Port of Everett, submitted comment in February and have also sent in new comments on the most recent draft which wasn't posed on the website yet.

Casey Glynis, Naval Station Everett, thanked staff for collaboration and looking forward to continued discussions. Captain Davis submitted a support letter.

Tina Hokanson thanked David for his work on the web and his responsiveness. Interested in improvements proposed along Evergreen Way.

Allan Giffen thanked Commissioners and acknowledged the work of Planning Commission. Commissioner Zelinski thanked Allan and Dave for all their hard work.

ADJOURNED 9:29 PM

David Stalheim
Planning Commission Secretary

July 7, 2020
Date

Warren Davis
Administrative Assistant

July 7, 2020
Date



STAFF REPORT

Agenda Subject: Comprehensive Plan/Rezone Map Amendments for 4426/4502/4516 Rucker Avenue	Report Date: 3/27/2020
Project #: REVV 20-001 & REZ 20-001	Plng Commission Public Hearing: 6/16/2020
Applicant/Owner: Hope Covenant Church/Schmidt Investment Group, LLC	
Staff Contact: Karen Stewart, Environmental Planner	
Attachments: Comprehensive plan and rezone narrative and maps, traffic study, visual analysis; Draft Planning Commission Resolution	
Staff Recommendation: Approve the requested Comprehensive Plan Map amendments from Single Family to Multifamily (Hope Covenant Church-owned parcels) and Commercial Mixed-Use (Schmidt-owned parcels). Approve a zoning amendment to E-1 for the two Schmidt Investment Group parcels and R-4 Multiple Family High-Density for the remaining parcels comprising this proposal.	

PROPOSAL

REQUEST:	Amend the Comprehensive Plan Land Use Map from <i>Single Family to Multifamily</i> , and the zoning designation from <i>R-1 Single Family Low Density to R-5 Core Residential</i> for the Hope Covenant Church site. The adjacent Schmidt parcels are proposed to amend the Comprehensive Plan Land Use Map from <i>Single Family to Commercial Mixed-Use</i> and the zoning designation from <i>R-1 Single Family Low Density to E-1 Evergreen Way</i> .
LOCATION:	Approx. 2.46 acres located at 4426, 4502, 4516 Rucker Avenue
EXISTING USE:	Church and parking lot, as well as two single family homes
POTENTIAL USE: (not part of this proposal)	No specific plans have been submitted at this time, but the proposed zoning change would allow greater density for future multifamily development and expansion of the existing business north of the site. The applicant has submitted a traffic analysis projecting a potential 150-unit multifamily mid-rise development and a visual impact analysis of stepped heights. Additional reviews, including public hearings, will be required prior to any future development. Traffic impacts on Rucker Avenue and compatibility with existing single

	family homes to the east will be evaluated based on a site specific design and code requirements at the time of a vested application.
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ANNUAL DOCKET

PROCESS:	<p><u>Comprehensive Plan Docket:</u> The Growth Management Act (GMA) limits amendment of the comprehensive plan, often referred to as the “docket”, to no more frequently than once every year. (RCW 36.70A.130(2)(a))</p> <p>This application was included in the 2020 annual docket with a complete application filed by January 13, 2020.</p> <p>The GMA requires development regulations be consistent with the comprehensive plan. Accordingly, the request to amend the zoning map is considered concurrently with the request to amend the comprehensive plan land use map in order to meet the internal consistency requirements.</p>
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PUBLIC COMMENT

PUBLIC/AGENCY NOTICE:	<p><u>GMA Notice:</u> The city provided 60-day notice to the Washington State Department of Commerce regarding the proposed comprehensive plan amendment and rezone. Commerce acknowledged receipt of that letter on February 24, 2020.</p> <p><u>Agency/City Department Review:</u> The city provided the application to other city departments and agencies and requested comments on these proposed amendments. No comments were received.</p> <p><u>Notice of Public Hearing and SEPA Determination:</u> On February 19, 2020, the city issued notice of a public hearing on the proposed comprehensive plan amendment and rezone, as well as notice of a Determination of Nonsignificance for the environmental review. The notice was mailed to property owners within 500 feet, SEPA and comprehensive plan interested parties, Glacier View neighborhood leader. The notice was published in the official city newspaper (The Everett Herald) on February 19. In addition, the site was posted for 15 days prior to the originally scheduled public hearing (April 7th). The Planning Commission rescheduled the public hearing due to public meeting restrictions during the coronavirus pandemic.</p>
COMMENTS RECEIVED:	None to date.

REVIEW CRITERIA

<p>SOURCES:</p>	<p><u>Comprehensive Plan Land Use Map Amendment:</u> GMA Goals (RCW 36.70A.020); Everett Comprehensive Plan Land Use Element, D. Land Use Designations-Locational Criteria (pgs. 23-24), Multiple Family High Density and Commercial Mixed-Use; Chapter 1, Intro., Section VII.H; Housing Element; Evergreen Way Revitalization Subarea Plan, 2012.</p> <p><u>Zoning Map Amendment:</u> EMC 19.41.160(D); EMC 19.01.050 Purpose and application of zone districts; 19.31B.010 Evergreen Way and MUO Zones.</p>
<p>CONSISTENCY WITH ADOPTED POLICIES AND CODES:</p>	<p><u>Comprehensive Plan Map Amendment Analysis:</u> The process to amend the comprehensive plan map states that the burden of proof is upon the proponent to demonstrate the long-term benefit to the community as a whole. Applicable GMA goals (RCW 36.70A.020) that this proposed amendment would help achieve include:</p> <ul style="list-style-type: none"> Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development. Encourage the availability of affordable housing to all economic segments of the population, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock. <p>The comprehensive plan describes how commercial arterial corridors, such as Evergreen Way, will be the focus of transit compatible commercial and high density residential development. (pg. 7) The following factors shall be considered in reviewing such amendment requests.</p> <ol style="list-style-type: none"> 1. The proposed land use designation must be supported by or consistent with the existing policies of the various elements of the comprehensive plan. <p><u>Response:</u> This proposal is consistent with the following policies:</p> <ul style="list-style-type: none"> • Housing growth in Everett will be principally in the form of multiple family dwellings in redevelopment areas...g.) Evergreen Way and i.) Transit corridors (pg. 6 Intro. II B 7)

	<ul style="list-style-type: none"> • Arterial streets traditionally zoned or used for commercial activities will be the focus of redevelopment with a greater emphasis on residential uses mixed with commercial development. (pg. 7 Intro. II B 14) • Assure a wide range of housing opportunities (LU 2.1.1) • Promote increased densities and infill housing types (LU 2.1.2) • Consider changes... to provide a wide range of housing types (H 4.1.1) • Promote housing alternatives to large lot single family detached dwelling (H 4.1.2) <p>2. Have circumstances related to the subject property and the area in which it is located changed sufficiently since the adoption of the Land Use Element to justify a change to the land use designation?</p> <p><u>Response:</u> More housing is needed for the City's growing population and multiple family dwellings are now supported in areas like this that are served by bus rapid transit (Swift and Everett Transit) along Evergreen Way. The closest Everett Transit stop is at 43rd St and the closest Swift stop is at 41st St. (Pg. 7 Intro. II B 16). The property owner no longer wants to utilize the existing church facility and is interested in selling the property for its highest and best use. Multifamily could be considered the best use for this property. The extension of Commercial Mixed-Use for the two northern most parcels is appropriate since the area is supported by public facilities and services, including transit and the transportation system is capable of handling traffic impacts. Because of the adjacent commercial use by the same owner to the north, the small amount of land proposed to be added would be considered market driven and not purely speculative.</p> <p>3. Are the assumptions upon which the land use designation of the subject property is based erroneous, or is new information available which was not considered at the time the Land Use Element was adopted, that justify a change to the land use designation?</p> <p><u>Response:</u> There are new, much higher projections from the Puget Sound Regional Council for more residents and jobs in Everett. More housing is needed for the City's growing population and multiple family dwellings are now supported in areas like this that are served by bus rapid transit (Swift and Everett Transit) along Evergreen Way. Future light rail as part of ST3 has also been approved.</p> <p>4. Does the proposed land use designation promote a more desirable land use pattern for the community as a whole?</p>
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	<p><u>Response:</u> The proposed designations of Commercial Mixed-Use and Multiple Family High-Density would promote more density along Evergreen Way and are consistent with designations in the vicinity. This is consistent with the Evergreen Way Subarea Plan.</p> <p>5. Should the proposed land use designation be applied to other properties in the vicinity? The reasons for changing the land use designation of a single site as requested does not constitute a grant of special privilege to the proponent or a single owner of property.</p> <p><u>Response:</u> Rucker Avenue is a logical boundary separating Multifamily from Single Family at this time. The steep ravine to the south and steep slope to the west form a natural divide separating these proposed higher density uses from the existing single family neighborhood. The proposed land use designations will help implement the planned densification of this portion of Evergreen Way.</p> <p>6. What impacts would the proposed change of land use designation have on the current use of other properties in the vicinity, and what measures should be taken to assure compatibility with the uses of other properties in the vicinity?</p> <p><u>Response:</u> As single family uses in this general area are redeveloped, it will be important to utilize development standards, including setbacks, building heights, off-street parking to help mitigate potential adverse impacts on the neighborhood.</p> <p>7. Would the change of the land use designation sought by the proponent create pressure to change the land use designation of other properties in the vicinity? Would the change of land use designation be in the best long-term interests of the community in general?</p> <p><u>Response:</u> More housing is needed for the City's growing population and multiple family dwellings are now supported in areas like this that are served by bus rapid transit (Swift and Everett Transit) along Evergreen Way.</p> <p><u>Zoning Map Amendment Analysis:</u> Site-Specific Rezone Criteria. (EMC 19.41.160) The review authority may approve an application for a site-specific rezone if:</p> <ol style="list-style-type: none">a. The proposed rezone is consistent with the comprehensive plan; and
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	<p>b. The proposed rezone bears a substantial relation to public health, safety or welfare; and the proposed rezone promotes the best long-term interests of the Everett community; and</p> <p>c. The proposed rezone mitigates any adverse impact(s) upon existing or anticipated land uses in the immediate vicinity of the subject property.</p> <p>The primary purpose of the core residential zone (R-5 Core Residential) is to provide high density residential opportunities in close proximity to the downtown core. The existing church property is not within the core residential area so is not eligible for this zone. The R-4 Multiple Family High-Density zone would be a more appropriate zoning designation for this site. There are other areas in the near vicinity that are currently zoned R-4 to allow multifamily development. There is no R-5 zoning in the vicinity as that zone is focused around the downtown core.</p> <p>The current zone Single Family Low Density (R-1) allows a house on a 6,000 square foot lot. A church is allowed in the R-1 zone as a Special Property Use. The proposed R-5 zone has no maximum density and the R-4 zone allows 1 dwelling unit per 750 square feet up to 58 dwelling units per acre. (EMC 19.15.020)</p> <p>The purpose of the E-1 Evergreen Way zone is to support pedestrian-friendly and transit-oriented development to encourage resident's use of public transit and nonmotorized travel modes in the city. Design standards are established for residential and commercial redevelopment to improve the public safety and aesthetic character of Evergreen Way.</p>
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RECOMMENDED ACTION/MOTION:

Planning staff recommends the Planning Commission forward a recommendation to the City Council as follows:

Approve the Comprehensive Plan Map amendments to Commercial Mixed-Use for the Schmidt Investment Group parcels and Multifamily for the remaining parcels comprising this proposal (see Exhibit 1). Approve a zoning amendment to E-1 for the two Schmidt Investment Group parcels and R-4 Multiple Family High-Density for the remaining parcels comprising this proposal (see Exhibit 2).

A draft resolution with findings and conclusions supporting this recommendation is attached for the Planning Commission's consideration.



COMPREHENSIVE PLAN AND REZONE APPLICATION

(Attach additional pages if needed)

Name of Applicant Hope Covenant Church

Address 4502 Rucker Ave

City Everett State WA Zip Code 98203

Phone _____ Alt ph _____

Email _____

Primary Contact (if other than applicant) Insight Engineering Co. / Brian Kalab P.E.

Address P.O. Box 1478

City Everett State WA Zip Code 98206

Phone 425-303-9363 Alt ph _____

Email brian@insightengineering.net

Property Owner(s) Hope Covenant Church/ Schmidt Investment Group, LLC

Address 4502 Rucker Ave/ 4418 Rucker Ave, Ste. A City Everett State WA Zip Code 98203

Property Address or Location 4426, 4502, and 4516 Rucker Ave, Everett, WA 98203

Tax Parcel No(s) 00407800603100, 00407800601300, 00407800601500, 00605501900500, 00605501900600, 00605502000000, 00407800700100, 00407800700500, and 00407800700202 _____

Area of Property (acres/sq ft) 2.46 acres

Legal Description (attach for rezone purposes) see attached

Brief Description of Project Redesignate site from Single Family Residential to Multifamily Residential and rezone from R1 to R5. For the Schmidt parcels, redesignate from Single Family to Commercial Mixed Use and rezone from R1 to E1.

• **Authorization:** I am the owner or am authorized by the owner to sign and submit this application. I grant permission for City staff and agents to enter onto the subject property for the sole purpose of making any inspections of the property which are necessary to process this application. I certify under penalty of perjury of the laws of the State of Washington that the information on this application and all information submitted herewith is true, complete, and correct.

Signature [Signature] Date 1-13-2020

Please print name Brian Kalab PE Owner Applicant Primary Contact

City and State where this application is signed Everett, Washington
City State

FOR OFFICIAL USE ONLY

FILE # REVV20-001/REZ20-001/SEPA20-003

FEE \$ 8,446.82

RECEIPT # 208503

RECEIVED

JAN 13 2020

**CITY OF EVERETT
PLANNING DEPT**

Narrative Statement and Comp Plan/ Zoning Information

1) Prepare a written, typed statement addressing the applicable Comprehensive Plan and rezone criteria. Submit **one** copy. See attached criteria.

2) Complete the following below:

Existing Comprehensive Plan Designation: Single Family Residential
 Existing Zoning: R1

Proposed Comprehensive Plan Designation: _____
 Proposed Zoning: R5/ E1 for Schmidt parcels

Multifamily Residential/ Commercial Mixed Use for Schmidt parcels

Adjacent Plan Designations	Adjacent Zoning
North: <u>Commercial Mixed Use</u>	<u>E1</u>
South: <u>Single Family Residential</u>	<u>R1</u>
East: <u>Single Family Residential</u>	<u>R1</u>
West: <u>Single Family Residential</u>	<u>R2</u>

Environmental Checklist

Submit **one** signed copy. Must be filled out completely and accurately. The Environmental Checklist form can be found on DOE's website:
<http://www.ecy.wa.gov/programs/sea/sepa/forms.htm>

Notification List of Property Owners

All property owners within 500 feet of the property subject to this action. Must be completed per the instructions for compiling the mailing list for Review Process VA. See attached.

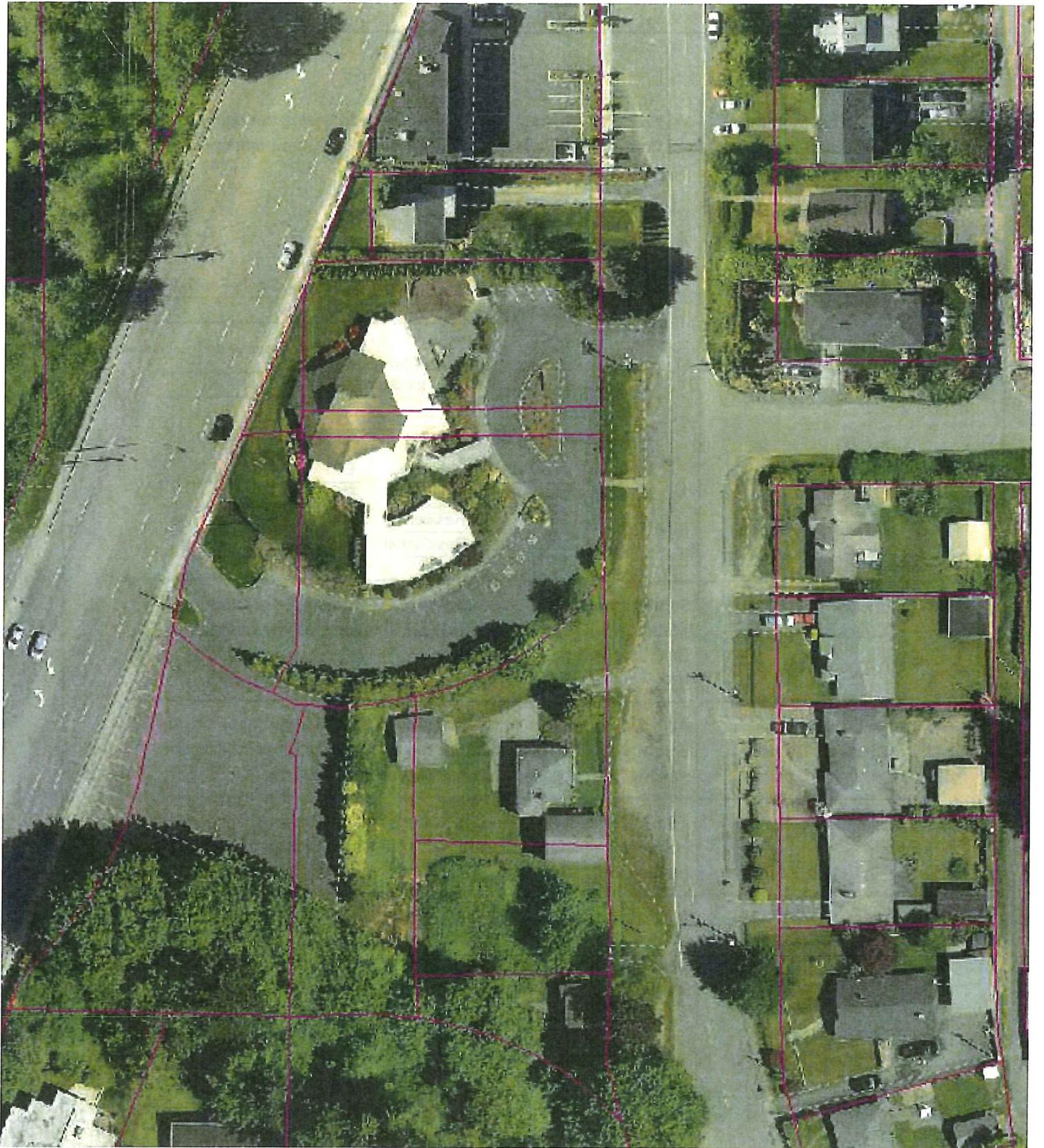
Special Studies

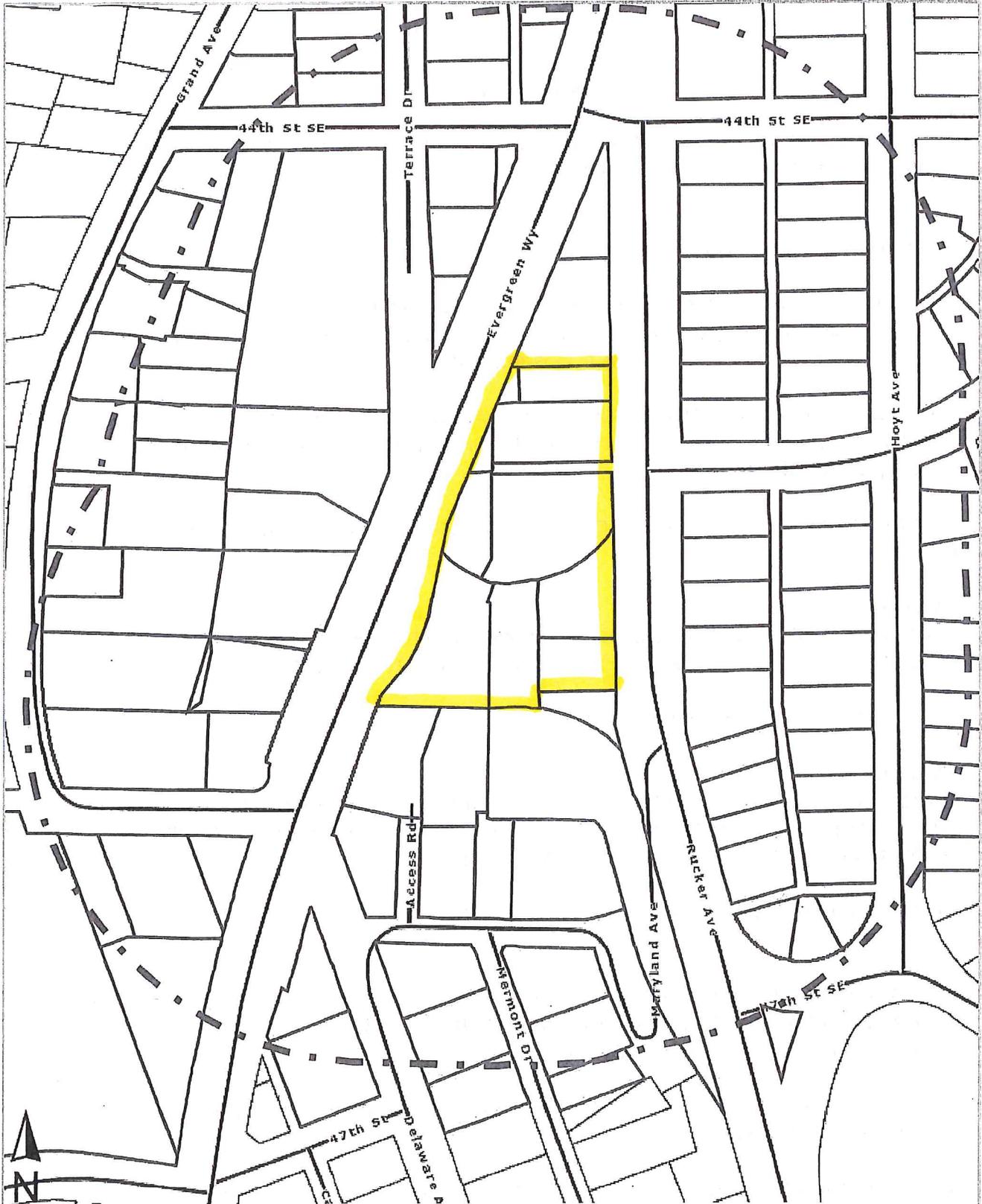
Traffic, Geotechnical studies, etc., if required by the Manager of Long Range Planning. Provide **four** copies of each study with the application.

Submit Application with this Checklist

* Email or CD submittal is preferred.

By E-mail: Email all documents to planning@everettwa.gov
In Person or by Mail: City of Everett Planning and Community Development
 2930 Wetmore Ave Ste. 8-A, Everett, WA 98201





Chicago Title

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Legal Description

PARCEL A:

LOT 6, BLOCK 19, VICTORIA HEIGHTS ADDITION AND ALL OF BLOCK 20, VICTORY HEIGHTS ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 44, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THAT PORTION LYING WITHIN STATE ROAD NO. 1;

ALSO LOT 1 IN BLOCK 7 AND LOTS 18 THROUGH 27, INCLUSIVE, IN BLOCK 6, CENTRAL PARK ADDITION TO EVERETT, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 53, RECORDS OF SNOHOMISH COUNTY WASHINGTON;

ALSO THAT PORTION OF VACATED OREGON STREET ADJACENT TO BLOCK 20 IN VICTORY HEIGHTS ADDITION AND ADJACENT TO LOT 1, BLOCK 7, CENTRAL PARK ADDITION TO EVERETT, SNOHOMISH COUNTY, WASHINGTON;

ALSO THAT PORTION OF VACATED TERRACE DRIVE AS WOULD ATTACH TO SAID PREMISES BY OPERATION OF LAW.

PARCEL B:

LOT 5, BLOCK 19, VICTORY HEIGHTS ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 44, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THAT PORTION LYING WITHIN STATE ROAD NO. 1.

PARCEL C:

LOT 15 AND 16, BLOCK 6, LESS THAT PORTION LYING WITHIN STATE ROAD NO. 1, AND LOTS 17, 28, 29, AND 30, BLOCK 6, ALL IN CENTRAL PARK ADDITION TO EVERETT SNOHOMISH COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS,

PAGE 53, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL D:

LOTS 2 THROUGH 6, INCLUSIVE, BLOCK 7, CENTRAL PARK ADDITION TO EVERETT, SNOHOMISH COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 53, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

TOGETHER WITH THE ALLEY IN BLOCK 7 VACATED BY THE CITY OF EVERETT ORDINANCE NO. 2906 LYING NORTH OF OREGON PLACE;

ALSO TOGETHER WITH THE SOUTH HALF OF TERRACE DRIVE VACATED BY CITY OF EVERETT ORDINANCE NO. 203-72 ADJOINING.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Hope Covenant Church

Comprehensive Plan Amendment and Rezone Narrative

Hope Covenant Church and Schmidt Investment Group LLC. are requesting a comprehensive plan amendment to their combined parcels in the 4500 block of Rucker Ave. The amendment will be from Single Family to Multifamily with a concurrent rezone is from R-1 Single-Family Residential to R-5, high density multifamily residential for the Hope Covenant Church parcels. And from Single Family to Mixed Use with a concurrent rezone is from R-1 Single-Family Residential to E-1, Mixed use for the Schmidt Investment Group parcels.

The purpose for the request is converting the existing residential lots to higher density residential zoning for the church-owned parcels and mixed-use commercial for the northern parcels owned by Schmidt. No specific plans are proposed at this time, but an apartment building, potentially with some mixed commercial use on the first floor, is primarily what is envisioned for the south. An expansion of the existing dental business to the north is envisioned for the northern single-family house, as they are owned by owners.

The site is currently occupied by a church and its accessory parking areas, as well as a single-family home and its garage. It is poorly suited to residential use as the site, for the most part, takes direct access from and fronts Evergreen Way. This is a “through” lot, with road frontages on opposite sides, which further makes single family residential development less pleasant than it otherwise would be. Other properties similarly situated in the vicinity, especially to the north and south, are developed with commercial uses. The more logical use for the site would be as a transition between commercial uses and the heavy traffic of Evergreen and the established single-family neighborhood on the interior and to the southeast. Multifamily residential is a good way of doing this, as it is frequently taken to be a transition use between higher intensity uses and traffic and lower intensity uses and traffic. For the northern site parcels owned by Schmidt, any expansion of Commercial designation should be seen as an expansion of the uses in the existing dental building.

The Glacier View portion of Evergreen Way has changed dramatically since the 1994 comprehensive plan was crafted, and this fact has been recognized by the introduction of the E1 zone on almost all parcels that front it to the north and south of this parcel in 2012. In 2009, the Swift (Blue) BRT bus line was introduced, giving the area a new interest in transit-oriented development and mixed uses, which led to the existence of the E1 and MUO overlays along Evergreen. Numerous large, modern stores, clinics, offices and institutional structures populate the area, including the 2008 built structure two parcels to the north. There are several reasons that these parcels should be considered for the Multifamily residential zone. Unlike several other single-family residential zoned parcels that border the site and are across the street, this site takes access from Evergreen and also has a parking area directly adjacent to the road. Unlike the other

parcels, the access and lot have been heavily engineered to practically eliminate any critical areas that were previously onsite. As a result of this, the church functions much more like a higher intensity use than like a single-family residential site.

To the north of the site is a single-family home, which wishes to be included in this request, and two commercial buildings. To the east of the site is an established single family residential neighborhood which takes access from the north and east. To the south is a steep slope beneath an established single-family neighborhood. These limiting features represent logical boundaries for the requested designation; the 2008 office building; the highway; the self-contained neighborhood. No future expansion of this designation beyond the instant request is therefore likely, appropriate, or, in the case of the south slope, possible.

Compliance with the comprehensive plan policies is demonstrated below. For ease in reading, we have cited the comprehensive plan language, and address the criteria as they are presented in the comprehensive plan:

H. Amending the Land Use Map

The City is asked much more frequently to amend the designations of the Land Use Map than the policies embodied in the text. This is usually the result of an individual who wishes to rezone land to allow uses not permitted by the existing zoning of the property. Such requests are sometimes based upon a specific proposed use and development for a property, and sometimes are speculative for purposes of increasing the value of the land without a use or development plan proposed. In either case, the Planning Commission and City Council must carefully evaluate requests to amend the Land Use Map to determine the long-term benefit to the community as a whole. Whether initiated by the City or a private party, the burden of proof is upon the proponent to demonstrate the long-term benefit to the community as a whole. The following factors shall be considered in reviewing such amendment requests.

1. The proposed land use designation must be supported by or consistent with the existing policies of the various elements of the comprehensive plan.

Under III, Everett's Land Use Concept, Section A, number 3 reads: High density mixed-use redevelopment will be encouraged in the Metro Everett area including downtown and the Everett Station area, arterial corridors, near light rail stations, and in parts of the Core Residential Area. Section A, number 5 reads: The arterial corridors that will experience significant redevelopment with mixed uses include Broadway, Evergreen Way, Everett Mall Way, 19th Avenue SE, 112th Street, and the 128th/132nd Street corridor. Section D, Commercial Areas, reads: Commercial zoning will not be expanded, except in circumstances where minor adjustments of zoning boundaries will promote greater land use compatibility, enable a more efficient and integrated use of existing commercially zoned areas, correct irregular zoning boundaries, or to accommodate light rail stations. Everett's central business district will continue to be the focus of high-density mixed-use commercial and residential redevelopment. Commercial arterial corridors will also be the focus of transit compatible commercial and high density residential development. Section E, Mixed Use Transportation Corridors, reads: Transportation corridors

offer opportunities to reinforce a concentrated and efficient future development pattern. Within the Everett Planning Area, many of these corridors are comprised of a mix of land uses, which include commercial, office, services, institutional, and residential development. Transportation corridors are intended to provide medium to high intensity areas of mixed-use infill and redevelopment.

These sections of the plan are quoted because they clarify several things: One, that higher density residential and mixed use redevelopment is envisioned along arterial corridors; two, that Evergreen Way is one of those arterial corridors that is expected to experience that kind of redevelopment; three, that mixed use transportation corridors are appropriate places to develop with that kind of infill and redevelopment; and four, that commercial arterial corridors will be a focus area for transit-compatible commercial, residential, and mixed-use development. As such, the parcels presented for this comprehensive plan amendment are in the right area and this proposal is consistent with the goal of placing higher density residential uses here, given that they front and even have an established access to Evergreen Way. As the corridor zone is a residential zone according to the zoning plan, so most of criteria D is not applicable. The plan discusses the need to maintain compatibility with existing residential neighborhoods. The northern parcels wish to be redesignated to Commercial Mixed Use and E1 in order to continue the uses the owners already have to the north.

Residential Land Use Policy 2.1.3: Strongly discourage the conversion of residential areas to nonresidential uses. Discourage the encroachment of commercial uses into residential zones, except in the following circumstances: (a) consider allowing a very limited amount of small scale, compatible neighborhood retail uses within walking distance of all homes in a neighborhood (b) a limited amount of small scale office or retail uses in mixed use buildings in multiple family zones (c) home occupations as a subordinate and clearly accessory use to the permitted residential use, as regulated by the zoning code.

Based on the foregoing citation, this proposal is compliant, as the rezone for the church properties sought is to multifamily residential rather than commercial. While it changes the density of the site, it does not change the residential nature and as such does not represent a conversion of residential to commercial. Even insofar as commercial could be pursued, it would fully fall under part b of the above policy. Whatever commercial uses could be permitted would be on the first floor only and no more than one half of that floor's gfa, as outlined in the zoning code. The proposed site plan is subject to review by the City to ensure that it will meet the requirements of the comprehensive plan, particularly as the zoning code has embodied the comprehensive plans goals and policies. This draft site plan is intended demonstrate that the proposal will provide landscape buffering for adjacent residential uses; will provide a buffer to protect the existing steep slope feature lying south of the site; will provide storm detention as required by code; will provide safe access to the highway.

The Schmidt parcels wish to be redesignated commercial. However, any redesignation would firmly confirm to exception a given the small-scale nature of the site and addition.

Residential Land Use Policy 2.1.4 Promote high-density residential use in well designed, mixed-use commercial developments in and around the downtown, near transportation facilities, and other appropriate locations where a mix of uses will promote a more efficient use of land and support of transportation facilities, compatible with surrounding neighborhoods.

The subject redesignation and rezone would promote higher density residential use near transportation facilities (in the form of the 7) and be in a location where land could be more efficiently utilized. Being in its place with few arterial frontage and very few, if any, critical areas, this site is an excellent place for both a transition between an arterial street and a poor location for single-family development generally. Putting multifamily residential here would represent a better use of land than keeping it for single-family uses as it is now.

Commercial Policy 2.2.2 Discourage speculative rezoning and require, where necessary, proposed new commercial designations to be based upon a binding plan that integrates well with and improves the surrounding commercial area and adjoining neighborhoods.

The rezone to E1 for the northern Schmidt parcels is not speculative, as it is based on real business needs. They are willing to go into a binding plan in order to integrate their expansion better with the neighborhood.

2. Have circumstances related to the subject property and the area in which it is located changed sufficiently since the adoption of the Land Use Element to justify a change to the land use designation? If so, the circumstances that have changed should be described in detail to support findings that a different land use designation is appropriate.

The many changes to this area since the 1994 plan have already been discussed in the opening narrative. These changes, as detailed in the opening narrative, prompted the 2012 otherwise-blanket rezone which included lots to the north and south of the subject property. Changes continue to occur as Everett grows. The blanket rezone itself is such a change. Another is the development of the offices in close vicinity. When the initial rezones were considered, it was for commercial only, not for multifamily. However, as demonstrated earlier, this site is an extremely poor fit for single-family development. All of the above shows that this site would be far better suited to multi-family development than what it is currently designated for. The Schmidt parcels would be much better used as an extension of the other use in the commercial building to the north than as a single-family home.

3. Are the assumptions upon which the land use designation of the subject property is based erroneous, or is new information available which was not considered at the time the Land Use Element was adopted, that justify a change to the land use designation? If so, the erroneous assumptions or new information should be described in detail to enable the

Planning Commission and City Council to find that the land use designation should be changed.

The original comprehensive plan and the subsequent rezones were appropriate at the time. However, we believe that the 2012 blanket rezone, in focusing on commercially zoned properties, missed an opportunity to examine this parcel. Redevelopment of the corridor has been stated as a goal since at least that rezone, if not before. The church's parking lots (which have a direct access off of Evergreen Way) represent an inefficient use of land along a transit-oriented corridor. In addition to this major change of vision in the corridor, additional redevelopment along the Evergreen Corridor is warranted, as evidenced by the success of the building two parcels north. Furthermore, with its large parking lot and direct access from Evergreen, the church resembles a higher intensity use much more than it resembles any single-family residential use. While there are critical areas that make redevelopment infeasible on the land across from here on Evergreen Way, the previously heavily engineered nature of the site makes that not applicable. Furthermore, any existing critical area is not proposed to be modified for this. In the case of the residential parcels directly to the south, the only access is from residential streets, any connection to Evergreen is infeasible from an engineering standpoint, and critical areas are present. Those aspects are not applicable to the subject site, which means that many of the reasons to keep the area single-family do not seem to be justified vis a vis the actual nature of the current use. In fact, those facts, coupled with the high-intensity nature of Evergreen Way, make a very good case that this parcel is particularly ill-suited to single-family development. Given other policies of the comprehensive plan, we believe that multiple-family development would be a much more suitable use for this site.

4. Does the proposed land use designation promote a more desirable land use pattern for the community as a whole? If so, a detailed description of the qualities of the proposed land use designation that make the land use pattern for the community more desirable should be provided to enable the Planning Commission and City Council to find that the proposed land use designation is in the community's best interest.

The proposed change to multifamily, R5 zoning represents a land use pattern that better reflects the city's vision for Evergreen Way as a mixed-use, transit-focused corridor while not adding more land to commercial zones. R5 zoning would enable development that is better suited for uses that front a busy regional arterial road. As mentioned previously, the through-lot nature of the site alone would make for poor single family residential development. In addition, with Evergreen Way being a major arterial road, there are great amounts of noise and traffic that aren't present in several other places in the R1 zone. The noise and heavy traffic are suited to multifamily and mixed uses, not single family residential use. In providing a further buffer between the established single-family uses and Evergreen, we believe that this rezone and redesignation to multifamily and R5 strikes a balance between the vision for the corridor, the redevelopment desires of future users, and the comprehensive plan's directive to not redesignate more land Commercial.

5. Should the proposed land use designation be applied to other properties in the vicinity? If so, the reasons supporting the change of several properties should be described in detail. If not, the reasons for changing the land use designation of a single site, as requested by the proponent, should be provided in sufficient detail to enable the Planning Commission and City Council to find that approval as requested does not constitute a grant of special privilege to the proponent or a single owner of property.

Yes, and the neighboring parcels that were also interested in changing designation have been included in this application, although they wish to have E1 zoning and commercial designation. Please see the paragraphs on the single-family parcel to the north in the introduction narrative. To elaborate further, that parcel itself is an excellent demonstration of why the R1 zone is such a poor fit for these parcels. The house that is currently on that parcel feels claustrophobic, being sandwiched between a conditional use and a different zone. On the side close to the current church, there is an extremely large hedge, and on the other, there is a wooden, opaque fence. These in combination create a lot that feels much narrower than it actually is, even though the lot's width meets zone standards. The house's age, location on the lot and architecture also suggest that it originally faced Evergreen, much like several businesses in converted homes further north on Evergreen. This creates an undesirable backyard. This all suggests that something similar would likely happen to any redevelopment of the church or its parking lot. All this in combination suggests that a more multifamily and even low-level mixed use could create a more open, less claustrophobic, more suitable feel that could create synergy with the businesses immediately to the north and contribute in a suitable way to the redevelopment of the Evergreen Way corridor.

6. What impacts would the proposed change of land use designation have on the current use of other properties in the vicinity, and what measures should be taken to assure compatibility with the uses of other properties in the vicinity?

The proposal should have minimal impact to the neighboring residential neighborhood. An additional provision of multifamily and small-scale mixed uses and commercial would only minimally make traffic inroads in the neighborhood, as there is more and better access from Evergreen. Only minor traffic impacts are likely from whatever development comes in. In addition, there is an existing access to Evergreen that could be utilized—for pedestrians and potentially other traffic. Landscape screening and fencing will be installed to protect the homes that are not included in this rezone. South of this area is a steep slope, and buffers will be provided to protect it. The traffic impact of a 150-unit apartment building has been included in this submittal. In addition, there are several design review means that could be applied. For example, a majority of any new building's frontage could be close or directly on Evergreen way, as seen with the office building from 2008 just north of the subject site. While the maximum height in the R5 zone is 80 feet, there is a catch in the code that states that anything over 45 feet must be at least 200 feet away from single-family zoning. This realistically limits 80 foot heights to a small portion of the site. This feature limits anything above 45 feet to a very tiny portion of

the site, which is impractical to build. Thus, most of the site is functionally limited to 45 feet. This is only 17 feet higher than the rest of the single-family zoning to the southeast. While the 80 foot portions might be noticeable, it would not have significant impacts to the light or views of other homes. A model of this has been included with the submittal.

7. Would the change of the land use designation sought by the proponent create pressure to change the land use designation of other properties in the vicinity? If so, would the change of land use designation for other properties be in the best long-term interests of the community in general?

As discussed above, there are logical limits to the expansion of the plan designation and zone proposed. The expansion of commercial designations and zones is limited to the northern parcels owned by Schmidt, and the multifamily portion is limited to the church-owned parcels. Expansion beyond this parcel is impossible in the case of the steep slope to the south and arterial road to the west; expansion into the cohesive, healthy and well-functioning single family neighborhood to the east is neither logical nor appropriate.

Rezone details:

- 1) *This is a non-project rezone.*
- 2) *We envision the project being a multifamily use, such as townhomes or apartments, or a mixed-use site, with small office, retail, or café uses on the bottom and residential on top. Parking needs, setbacks, and buffers alone would make the nature of these uses small. We envision a place to further obtain services that is connected to the existing commercial node, which puts more jobs and residents in close proximity to the transit lines on Evergreen Way. We envision a use that is an easy transition between the busy, arterial road on Evergreen Way and the quiet, residential homes on 45th between Rucker and Colby.*



Project title: Ordinance amending comprehensive plan land use designation map for Summit Avenue.

City Council Agenda Item Cover Sheet

Council Bill #

CB 2009-48

Agenda dates requested:

Sept. 9th, 16th, 23rd

Briefing 9.9.20

Proposed action 9.16.20

Consent

Action 9.23.20

Ordinance - X

Public hearing 9.16.20

X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

- 1. Draft Ordinance
- 2. PC Resolution
- 3. PC Mtg Minutes
- 4. Staff Report
- 5. Application

Department(s) involved:

Planning

Contact person:

David Stalheim

Phone number:

425-257-8736

Email:

dstalheim@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Amend comprehensive plan land use designation map for Summit Avenue.

Partner/Applicant: Evergreen Recovery Centers-Summit Campus

Location: 2601 and 2604-2626 Summit Avenue

Preceding action: Planning Commission public hearing, resolution to approve

Fund: N/A

Fiscal summary statement:

None

Project summary statement:

Consider a recommendation from the Planning Commission to amend the comprehensive plan land use designation map for the subject parcels from Single Family to Commercial Mixed-Use to facilitate expansion of the existing facility.

No specific plans have been submitted at this time, but the proposed zoning change would allow expansion of the existing facility as a 4 story building on the west subject properties (2604-2616 Summit Ave.) and a 2.5 story building on the east subject properties at 2601 Summit Avenue where the current facility exists.

The applicant also intends to submit a request to vacate the alley north of 3409 and 3417 Everett Avenue that abuts the west subject properties and the alley north of 3501 Everett Avenue that abuts the east subject properties. In addition, the applicant in the future plans to ask the City to vacate Summit Avenue and right-of-way that would divide the expanded facility.

Additional reviews, including opportunities for public comment will be required prior to any future development. Traffic impacts and compatibility with existing uses in the surrounding neighborhood will be evaluated based on a site-specific design and code requirements in effect at the time of application.

The Rethink Zoning proposal would eliminate the zoning requested. As such, this ordinance is limited to just the comprehensive plan designation changes. If approved, the planning director is instructed to bring back the equivalent zoning changes as part of Rethink Zoning unless the ordinance for Rethink Zoning is not considered by City Council by 11/18/20, then an ordinance to rezone should be submitted. (See Section 2 of the attached ordinance.)

Recommendation (exact action requested of Council):

Adopt Proposed Ordinance amending the Comprehensive Plan Land Use Designation Map for Evergreen Recovery Centers-Summit Campus properties amending Ordinance No. 2021-94, as amended, as part of the annual docket for 2020.(Public hearing 9-16, 3rd and final reading 9-23-20.



ORDINANCE NO. _____

An Ordinance Amending the Comprehensive Plan Land Use Map Designation for Evergreen Recovery Centers-Summit Campus Properties Amending Ordinance No. 2021-94, as amended, as part of the Annual Docket for 2020

WHEREAS,

- A. The City of Everett adopted its first Comprehensive Plan under the Washington State Growth Management Act (GMA) in 1994 and conducted a comprehensive review and update of the Plan in 2015 with annual updates allowed consistent with GMA.
- B. The 2020 comprehensive plan docket and implementing zoning amendments are subject to the phased timing of the Rethink Zoning project to coordinate the effective date of the map changes consistent with GMA requirements.
- C. Owners of the Evergreen Recovery Centers-Summit Campus applied to amend the comprehensive plan designation and zoning to facilitate expansion of the existing social service facility located at 2601 Summit Avenue. The facility provides recovery services for young mothers and their infants and small children.
- D. Evergreen Recovery Centers owns the Summit Campus at 2601 Summit Avenue and owns properties across the street to the west at 2604-2616 Summit Avenue for a future expansion.
- E. The Planning Commission reviewed the proposed map amendments, received public input at a duly advertised public hearing and made the following findings and conclusions:
 - a. A Determination of Nonsignificance (DNS) under the State Environmental Policy Act was issued on February 22, 2020 regarding the proposed action.
 - b. The proposed map amendment is consistent with GMA goals (RCW 36.70A.020) that encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner, and which promote a variety of residential housing types, specialized therapeutic daycare, and other social services.
 - c. This proposal would implement the following Comprehensive Plan policies and locational criteria:
 - i. Assure a wide range of housing opportunities (LU 2.1.1); and
 - ii. Promote increased densities and infill housing types (LU 2.1.2); and
 - iii. Promote high density residential use in well designed, mixed-use commercial developments...near transportation facilities... (LU 2.1.4); and

- iv. [Encourage] small scale buildings and businesses that are oriented to...surrounding residential neighborhoods. (LU 2.2.4.b); and
 - v. ...commercial mixed-use designation will include multifamily residential and community-oriented public uses.
 - d. The proposed amendment of the Comprehensive Plan Land Use Designation Map for the subject property meets the factors outlined in Chapter 1, Introduction, Section VII.I of the Everett Comprehensive Plan.
 - e. The proposed zoning type is consistent with the proposed comprehensive plan land use designations and site specific rezone criteria (Section 41.160.D.2 EMC).
 - f. Proposed amendment of the Zoning Code Map meets the criteria outlined in EMC 19.41.170.C.
 - g. The public health, safety and welfare will be provided for by these map amendments with the continuation and expansion of an existing social service and multifamily residential facility in an area served by public facilities and services including transit.
 - h. The proposed map amendment promotes the best long term interest of the Everett community by providing future expansion of an existing use that has operated on the eastern portion of the site since 1972. Evergreen Recovery Centers provides multifamily, supportive housing for mothers and their infants going through withdrawal in an area that is transit oriented and compatible with surrounding uses.
 - i. The proposed map amendment was considered as part of the annual comprehensive plan 2020 docket process in coordination with the city-wide Rethink Zoning project.
- F. Based on their findings and conclusions, the Planning Commission recommends that the City Council:
- a. Amend the City of Everett Growth Management Comprehensive Plan Land Use Map from Single Family to Commercial Mixed-Use for the subject property in the 2600 block of Summit Avenue as depicted in Exhibit 1.
 - b. Amend the City of Everett Zoning Map from R-2 Single Family Detached Medium Density to C-1 General Commercial for the subject property in the 2600 block of Summit Avenue as shown in Planning Commission Resolution 20-02, Exhibit 2.
- G. The City is considering changes to the Zoning Code (Rethink Zoning) which would eliminate the proposed zoning of C-1, with the surrounding area being considered for the equivalent zoning designation of Business (B).

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN THE FOLLOWING ACTIONS:

Section 1. Amend the City of Everett Growth Management Comprehensive Plan Land Use Map from Single Family to Commercial Mixed-Use for the subject property in the 2600 block of Summit Avenue as set forth in Exhibit 1.

Section 2. The Planning Director shall prepare an ordinance that amends the City's zoning map with the ordinance for Rethink Zoning unless such ordinance for Rethink Zoning is not considered for City Council action before November 18, 2020, in which case, the Planning Director shall prepare an ordinance to change the subject property in the 2600 block of Summit Avenue to C-1 General Commercial.

Section 3. Effective Date. This ordinance shall not go into effect until the City Council, by Resolution, concludes the 2020 Comprehensive Plan docket process.

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 and ordinance numbering.

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

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

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

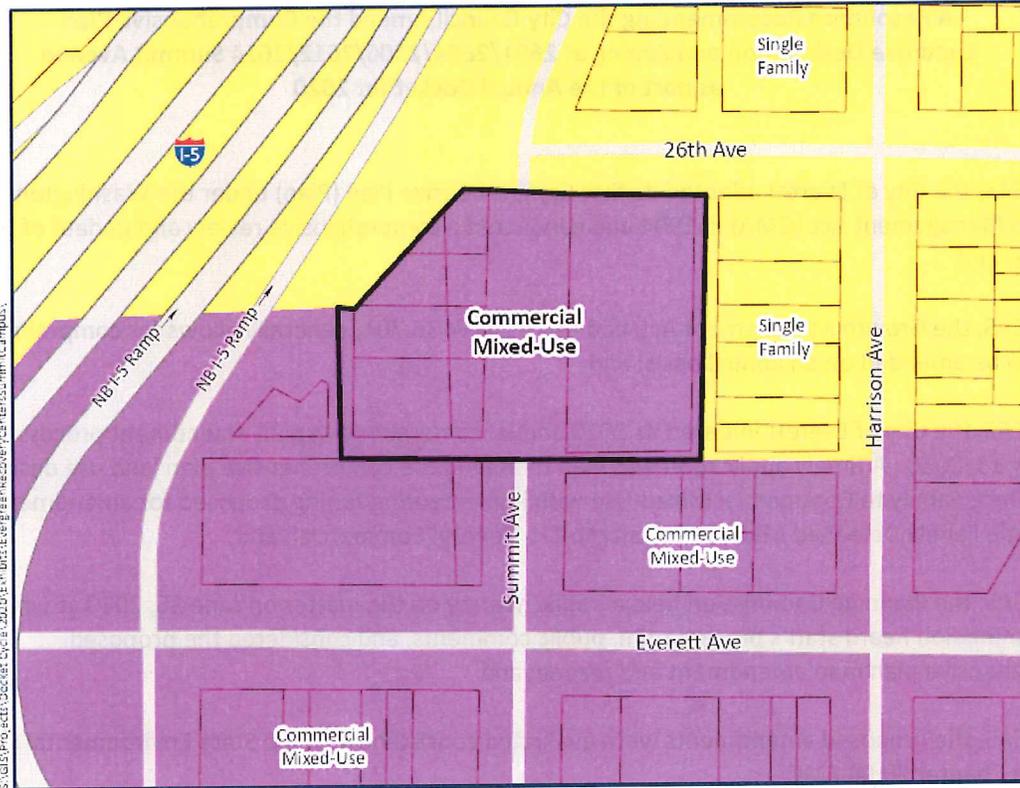
VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Evergreen Recovery Centers Summit Campus
Comprehensive Plan Amendment

Exhibit 1



From: Single Family
To: Commercial Mixed — Use



PLANNING COMMISSION RESOLUTION NO. 20-02

**A Resolution Recommending the City Council Amend the Comprehensive Plan
Land Use Designation and Zoning at 2601/2604/2606/2612/2614 Summit Avenue
as part of the Annual Docket for 2020**

WHEREAS, the City of Everett adopted its first Comprehensive Plan (Plan) under the Washington State Growth Management Act (GMA) in 1994 and conducted a comprehensive review and update of the Plan in 2015; and

WHEREAS, the Growth Management Act, codified as RCW 36.70A, generally allows for comprehensive plans to be amended on an annual basis; and

WHEREAS, the City of Everett initiated its 2020 annual comprehensive plan amendment process on January 13, 2020. A timely application was filed to amend the comprehensive plan land use designation from Single Family to Commercial Mixed-Use with implementing zoning proposed for amendment from R-2 Single Family Detached Medium Density to C-1 General Commercial; and

WHEREAS, the Planning Commission held a public hearing on the matter on June 16, 2020 at which time the Commission heard staff's presentation, public comments, and considered the proposed comprehensive plan map amendment and rezone; and

WHEREAS, the proposed amendments were evaluated consistent with the State Environmental Policy Act and Chapter 20.04 EMC.

WHEREAS, notice of the proposed amendments to the comprehensive plan was sent to the Washington State Department of Commerce on February 21, 2020 and a letter of receipt was received on February 24, 2020.

WHEREAS, THE PLANNING COMMISSION FINDS:

1. The proposed map amendments are consistent with GMA goals (RCW 36.70A.020) that encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner, and which promote a variety of residential housing types, specialized therapeutic daycare, and other social services.
2. This proposal would implement the following Comprehensive Plan policies and locational criteria:
 - a. Assure a wide range of housing opportunities (LU 2.1.1); and
 - b. Promote increased densities and infill housing types (LU 2.1.2); and
 - c. Promote high density residential use in well designed, mixed-use commercial developments...near transportation facilities... (LU 2.1.4); and
 - d. [Encourage] small scale buildings and businesses that are oriented to...surrounding residential neighborhoods. (LU 2.2.4.b); and

- e. ...commercial mixed-use designation will include multifamily residential and community-oriented public uses.
- 3. The proposed zoning types are consistent with the proposed comprehensive plan land use designations and site-specific rezone criteria (Section 41.160.D.2 EMC).
- 4. The proposed rezone with restrictions imposed through a development agreement will mitigate any adverse impact(s) upon existing or anticipated land uses in the immediate vicinity.
- 5. The public health, safety and welfare will be provided for by these map amendments with the continuation and expansion of in existing social service and multifamily residential facility an area served by public facilities and services including transit.
- 6. The proposed map amendments promote the best long-term interest of the Everett community by providing future expansion of an existing use that has operated on the eastern portion of the site since 1972. Evergreen Recovery Centers provides multifamily, supportive housing for mothers and their infants going through withdrawal in an area that is transit oriented and compatible with surrounding uses.
- 7. The proposed map amendments were considered as part of the annual comprehensive plan 2020 docket including an analysis of potential cumulative impacts.

NOW, THEREFORE, THE PLANNING COMMISSION RECOMMENDS THE FOLLOWING:

- 1. Amend the City of Everett Growth Management Comprehensive Plan Land Use Map from Single Family to Commercial Mixed-Use for the subject property in the 2600 block of Summit Avenue as depicted in Exhibit 1.
- 2. Amend the City of Everett Zoning Map from R-2 Single Family Detached Medium Density to C-1 General Commercial with a development agreement to limit future uses for the subject property in the 2600 block of Summit Avenue as shown in Exhibit 2.

Date: June 16, 2020

For: Commissioner McGinn, Commissioner Zelinski, Commissioner Beck, Commissioner Tisdell, Commissioner Holland, Commissioner Lavra, and Chair Yanasak

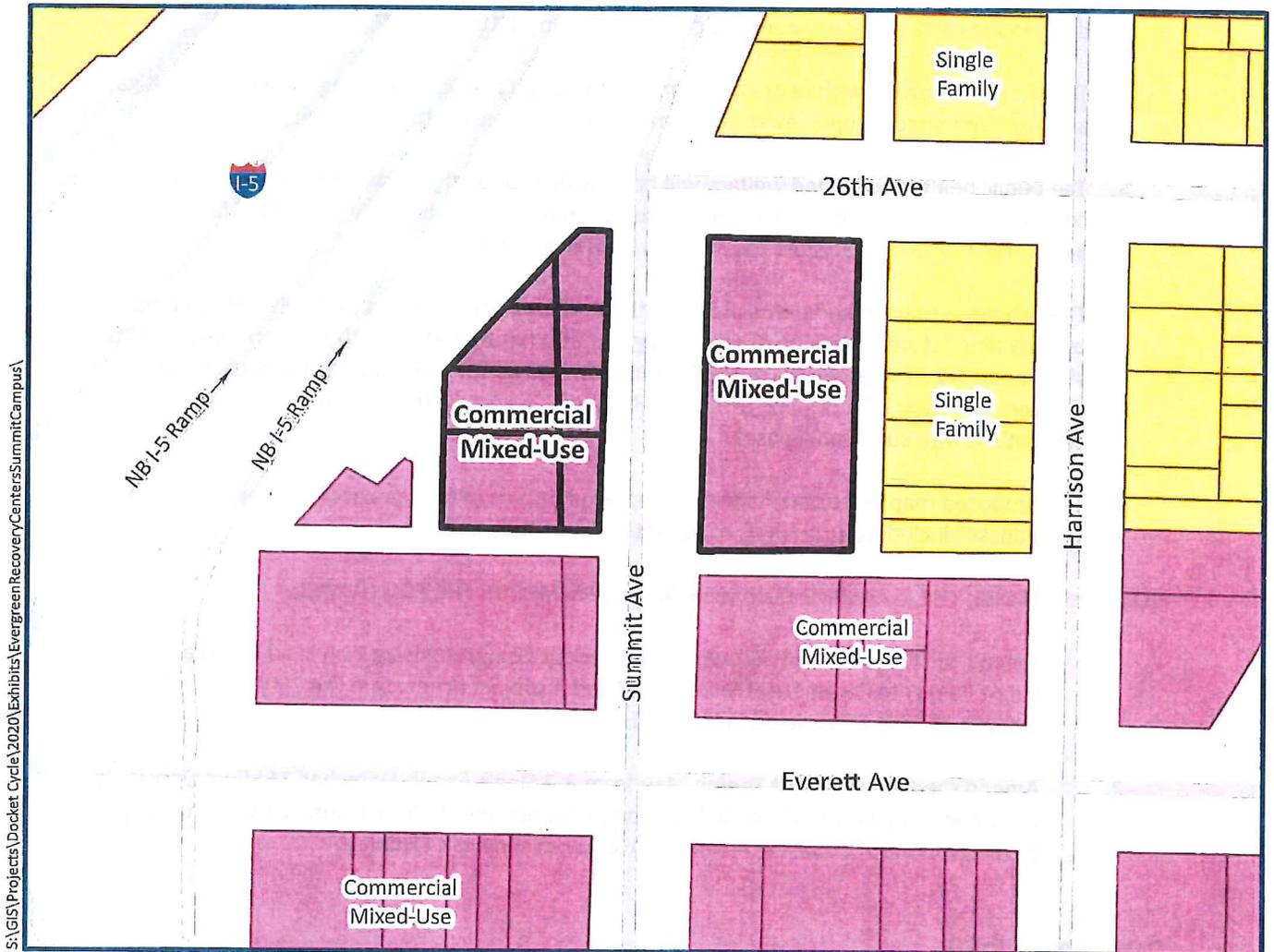
Against: None

Absent: None

Abstain: None

Evergreen Recovery Centers Summit Campus Comprehensive Plan Amendment

Exhibit 1



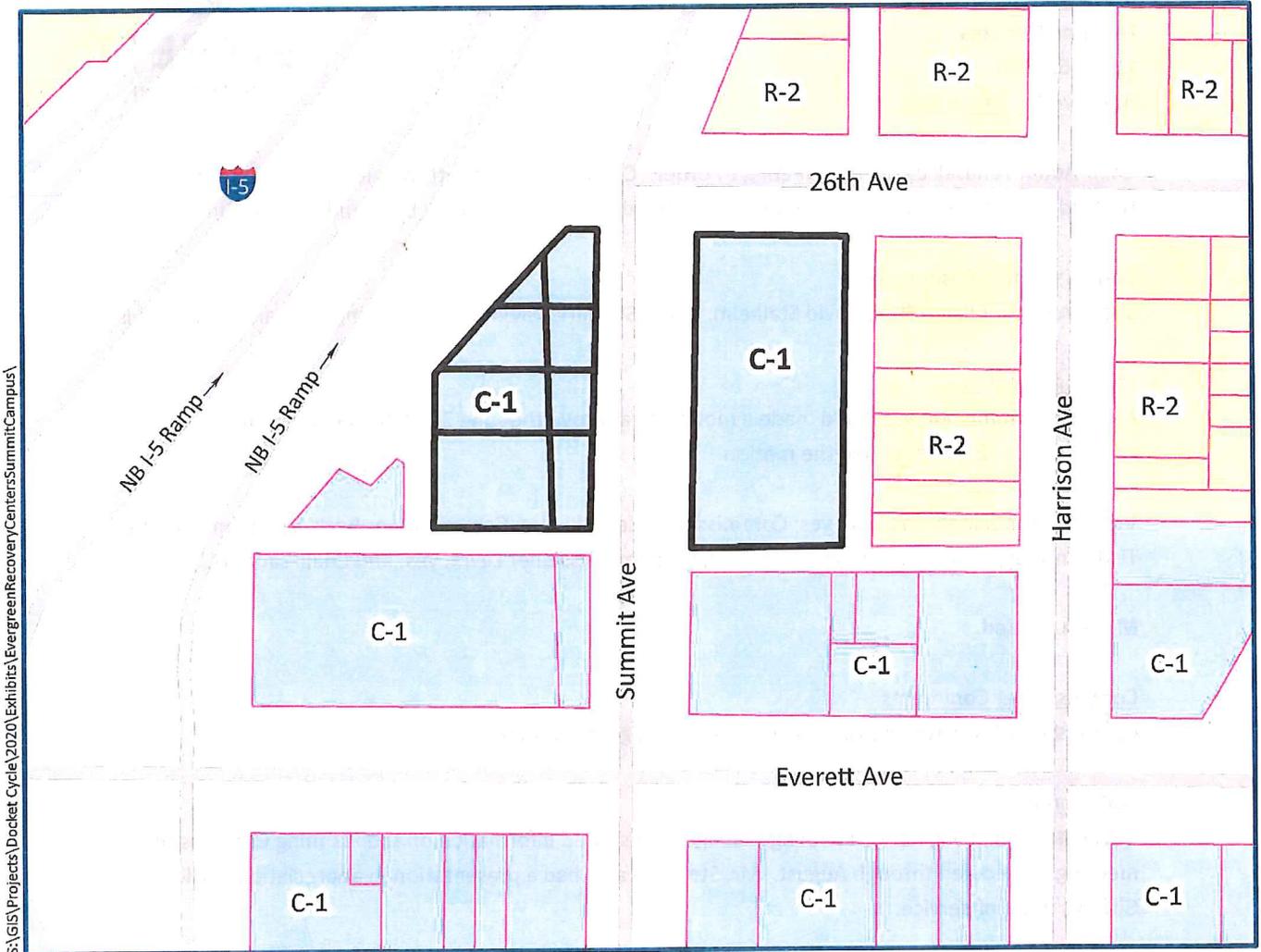
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 From: Single Family
 To: Commercial Mixed — Use



Evergreen Recovery Centers Summit Campus Zoning Amendment

Exhibit 2



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From: R-2 — Single Family Detached Medium Density
To: C-1 — General Commercial



Planning Commission
MS Team Virtual Meeting
Meeting Minutes
June 16, 2020
Approved: kmw



Chair Adam Yanasak called the meeting to order. Commissioners in attendance: Christine Lavra, Chris Holland, Greg Tisdell, Kathryn Beck, Michael Zelinski, Carly McGinn, Alex Lark, and Michael Finch.

Commissioners Absent: None

Staff Present: Allan Giffen, David Stalheim, Karen Stewart, David Tyler, Steve Ingalsbe and Kathy Davis

Meeting Minutes

Motion: Commissioner Zelinski made a motion to approve the June 2, 2020 meeting minutes. Commissioner Beck seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, no response; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Commissioner Comments

Commissioner Lark was participating in the meeting from Korea.

Staff Comments

David Stalheim, Long Range Planning Manager, presented information on the Planning Commission meetings scheduled through August. Mr. Stalheim also had a presentation in appreciation of Allan Giffen's years of service.

Item 1: Hope Covenant Church

Karen Stewart, Environmental Planner, presented information on the Hope Covenant Church/Schmidt property request for a comprehensive plan map and rezone change.

Public Hearing

Brian Kalab, Insight Engineering, stated that the staff report was well prepared and did address why the proposed request was a good fit for the area. He asked Commission if they had any questions.

Commission Discussion

Commissioner Finch asked why the single-family parcels were included in the rezone request. Mr. Kalab responded that the addition of those properties to the church property created a more developable parcel for multiple family development. Commissioner Finch asked if the property owner at 4524 Rucker Avenue was contacted. Mr. Kalab responded that parcel was already zoned commercial, and the

property owner was aware of the application. Commissioner Finch stated that 45th Street SE bisects Hope Covenant Church and asked if the Church owned the right of way. Mr. Kalab responded that street area was vacated.

Commissioner Lark asked about affordable housing. Mr. Kalab responded that it was a little early in the process. The intent was to create a developable site for multiple family development.

Commissioner Holland asked about the single-family parcel that wasn't included as part of the application and if the property owner was notified. Ms. Stewart responded the property owner was notified and wasn't interested in the rezone proposal.

Citizen Comments

Ian Windham, 1308 Maryland Ave, concerned about property lines indicated on the map where the Maple trees were shown on the slope. He was also concerned about possible heights blocking his view.

Linda Erickson, 1503 45th Street SE, was opposed to the project due to increased traffic in the area if the site is redeveloped as multiple family. She had emailed her comments to the City.

Tina Hokanson, 325 S Cabot, was concerned about traffic congestion if property developed as multiple family.

Motion: Commissioner Holland made a motion to close the public hearing. Commissioner Finch seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, no response; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Commission Discussion

Commissioner Holland asked why the properties were combined in one application. He added that he would not vote on the matter because he was friends with Schmidt property owners. Mr. Stalheim stated that the Schmidt family had contacted the City one or two years earlier about rezoning their properties to commercial. Recalling that, Mr. Stalheim asked Hope Covenant Church to speak to the Schmidt's regarding their earlier request. He added that there was nothing in the City's regulations that preclude the property owners from combining their application.

Commissioner Holland stated that he was concerned about traffic impacts from more multiple family developments constructed along Evergreen Way, solar access for the properties across Rucker to the east, view protection, and that the remaining downslope parcel wasn't included in the request.

Commissioner Lark stated that future development of that site would be located on a high capacity road and that the developer would mitigate any traffic concerns. She encouraged future developers to engage early with the neighborhood to make sure that the development compliments and adds value to the area.

Commissioner Beck was concerned about area traffic and had some reservations about future development of the site. Mr. Stalheim responded that there was a traffic generation analysis done by Gibson Traffic Consultants included in the staff report.

Commissioner Finch stated that he was concerned about Findings 5 and 7 on page 2 of the resolution. He would like the language in the resolution amended since there was no project specific request.

Commissioner Zelinski asked if the rezone was approved, would Planning Commission or the neighborhood be able to provide input on the site-specific proposal.

Staff Comments

Ms. Stewart stated that the parcel boundaries drawn included the sloped area where the Maple trees were located; however, not all of that area was developable and would require a setback buffer. She added that the review process for a multiple family development would also require a public notice with a public comment period. The City would encourage the developer to meet with the neighborhood on the specific project proposal, and the traffic impacts would be reviewed by the City's Traffic Engineers.

Commission Discussion

Commissioner Holland would like the traffic consultants to also measure the a.m. peak hour trips. Commissioner Holland agreed with Commissioner Finch that it was hard to determine traffic impacts without a specific development proposal. Commissioner Beck was also concerned about significant amounts of traffic in the area.

Chair Yanasak asked about the height regulations. Ms. Stewart responded that the City does have height regulations that provide for lower heights from the adjacent residential area. Mr. Stalheim referred to the Hope Covenant church massing diagram to explain what the current code would allow in terms of heights and stepback provisions from the adjacent neighborhood.

Chair Yanasak asked if staff were aware of any project being denied because the traffic study didn't adequately address the traffic impacts. Mr. Stalheim responded if a study doesn't meet the engineering or concurrency requirements through mitigation, developers will decrease the number of units so the traffic generated will change, or make improvements to intersections, turning movements, lights, or whatever else to meet the City's requirements.

Commissioner Finch asked about Findings 5, 6, and 7 in the Resolution. Ms. Stewart responded that the findings are standard language for non-project actions. Commissioner Finch asked if the rezone could

be amended into two separate actions. Mr. Giffen responded the Commission has the discretion to make amendments to the Resolution.

Motion: Commissioner Zelinski made a motion to approve Planning Commission Resolution 20-01 with the removal of Finding 5 on page 2 from the Resolution. Commissioner McGinn seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, no; Commissioner Tisdell, no; Commissioner Holland, abstain; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Item 2: Evergreen Recovery Center

Karen Stewart, Environmental Planner, presented information on the Evergreen Recovery Center request for a comprehensive plan map and rezone change.

Commission Discussion

Commissioner Lark asked about the applicant's public outreach. Linda Grant, Evergreen Recovery Center CEO, stated that they notified the neighborhood and were invited to the neighborhood meeting; however, the meeting was cancelled due to COVID. She also met with the County Councilman for that district. Commissioner Lark asked if the community would be considered in the design of the facility. Ms. Grant responded that they would and have designed the center to be compatible with the neighborhood. They have a great relationship with the neighborhood.

Citizen Comments

Tina Hokanson stated that the proposal sounds like a great project.

Susan Secor, E. Grand Avenue, stated that the rezone request would provide for a development agreement that hasn't been formed. She was concerned with the wording used by the applicant which said: "The uses are limited to things we expect with this project, including but not limited to. . ." She felt that the wording leaves the door open for any use allowed in the C-1 zone.

Commission Discussion

Commissioner Finch asked about the percentage of clients from Everett as opposed to broader Snohomish County. Ms. Grant responded 50-60% are Everett residents.

Commissioner Lavra stated that the site was well maintained and a reasonable project for the area.

Commissioner Lark asked about funding and/or grant restrictions. Ms. Grant responded most of their clients are funded out of the Medicaid healthcare plan, and they also contract with other health care plans for the northwest region.

Commissioner Finch stated that the facility was a local and regional facility and was a service to the region not just the Everett Community as noted in Finding #6. He stated that Everett has taken on a large portion of county services in meeting regional demands.

Motion: Commissioner Holland made a motion to close the public hearing. Commissioner Beck seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, yes; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Motion: Commissioner Beck made a motion to recommend approval of Resolution 20-02 recommending the City Council amend the Comprehensive Plan Land Use Designation and Zoning at 2601/2604/2606/2612/2614 Summit Avenue as part of the Annual Docket for 2020. Commissioner Holland seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, yes; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Item 3: Floodplain Prevention Ordinance

Steve Ingalsbe, Land Use Manager, presented information regarding lot standards and building placement standards in residential and non-residential zones.

Commission Discussion

None

Citizen Comments

None

Motion: Commissioner Holland made a motion to close the public hearing. Commissioner Lavra seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, no response; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Motion: Commissioner Lavra with one edit to the numbering. Commissioner Zelinski seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, yes; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Agenda 4: Rethink Zoning

Chapter 33

David Tyler, Planner, presented information on the legislative background, the chapter reorganization, and proposed key changes to the current procedures.

Commission Discussion

Commissioner Lark stated that the current sidewalks along Evergreen way are not pedestrian friendly and he supported the addition of planting areas separating pedestrians and vehicles. Commissioner Lark asked if the new street designations would require parking lots behind buildings, so businesses front on the streetscape. Mr. Tyler responded that parking lot placement was addressed in Chapter 34. There were also pedestrian connection requirements to access sidewalks as well as transit stops.

Commissioner Finch referred to table 33-1 and asked if the City had received any comments from the development community regarding the TOD and pedestrian street improvements that may increase construction costs. Mr. Tyler responded he hadn't received any direct feedback. He added that many of the standards are based on the existing Metro Everett standards. Mr. Stalheim stated that the regulations also allow for higher densities in the pedestrian and TOD areas in comparison to other areas.

Motion: Commissioner Holland made a motion to extend the Planning Commission meeting another 30 minutes. Commissioner Zelinski seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, yes; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Chapter 17, Airport-Port-Navy Compatibility

David Stalheim, Long Range Planning Manager, presented the project website and reviewed the Chapter 17 summary with Commission.

Commission Discussion

Commissioner Lark mentioned concerns about public outreach to traditionally marginalized and disenfranchised communities who have been locked out of housing and access to housing. In response to the 2024 timeline for addressing housing, he felt that was too long to wait. Equitable growth is essential sooner.

Citizen Comments

Laura Gurley, Port of Everett, submitted comment in February and have also sent in new comments on the most recent draft which wasn't posed on the website yet.

Casey Glynis, Naval Station Everett, thanked staff for collaboration and looking forward to continued discussions. Captain Davis submitted a support letter.

Tina Hokanson thanked David for his work on the web and his responsiveness. Interested in improvements proposed along Evergreen Way.

Allan Giffen thanked Commissioners and acknowledged the work of Planning Commission. Commissioner Zelinski thanked Allan and Dave for all their hard work.

ADJOURNED 9:29 PM

David Stalheim
Planning Commission Secretary

July 7, 2020
Date

Karenne Davis
Administrative Assistant

July 7, 2020
Date

www.cityofeverett.com



STAFF REPORT

Agenda Subject: Comprehensive Plan/Rezone Map Amendments for Evergreen Recovery Centers Summit Campus site is located at 2601, 2604, 2606 and 2614 Summit Avenue	Report Date: 4/30/2020
Project #: REVV 20-002 & REZ 20-002	Plng Commission Public Hearing: 6/16/2020
Applicant/Owner: Evergreen Recovery Centers/Linda Grant	
Staff Contact: Karen Stewart, Environmental Planner	
Attachments: Comprehensive plan and rezone narrative and maps, draft Planning Commission Resolution	
Staff Recommendation: Approve the requested Comprehensive Plan Land Use Map amendment from Single Family to Commercial Mixed-Use and the zoning designation from R-2 Single Family Detached Medium Density to C-1 General Commercial with a development agreement restricting uses to multifamily housing, supportive housing, daycare and social services.	

PROPOSAL

REQUEST:	Amend the Comprehensive Plan Land Use Map from <i>Single Family to Commercial Mixed-Use</i> , and the zoning designation from <i>R-2 Single Family Detached Medium Density to C-1 General Commercial with a development agreement</i> to allow expansion to the west of the existing Evergreen Recovery Centers-Summit Campus.
LOCATION:	2601, 2604, 2606 and 2614 Summit Avenue
EXISTING USE:	Evergreen Recovery Centers-Summit Campus and single family homes
POTENTIAL USE: (not part of this proposal)	No specific plans have been submitted at this time, but the proposed zoning change would allow expansion of the existing facility as a 4 story building on the west subject properties (2604-2616 Summit Ave.) and a 2.5 story building on the east subject properties at 2601 Summit Avenue where the current facility exists. The applicant also intends to submit a request to vacate the alley north of 3409 and 3417 Everett Avenue that abuts the west subject properties and the alley north of 3501 Everett Avenue that abuts the east subject

	<p>properties. In addition, the applicant in the future plans to ask the City to vacate Summit Avenue and right-of-way that would divide the expanded facility. Additional reviews, including opportunities for public comment will be required prior to any future development. Traffic impacts and compatibility with existing uses in the surrounding neighborhood will be evaluated based on a site specific design and code requirements in effect at the time of a vested application.</p>
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ANNUAL DOCKET

<p>PROCESS:</p>	<p><u>Comprehensive Plan Docket:</u> The Growth Management Act (GMA) limits amendment of the comprehensive plan, often referred to as the “docket”, to no more frequently than once every year. (RCW 36.70A.130(2)(a))</p> <p>This application was included in the 2020 annual docket with a complete application filed by January 13, 2020.</p> <p>The GMA requires development regulations be consistent with the comprehensive plan. Accordingly, the request to amend the zoning map is considered concurrently with the request to amend the comprehensive plan land use map in order to meet the internal consistency requirements.</p>
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PUBLIC COMMENT

<p>PUBLIC/AGENCY NOTICE:</p>	<p><u>GMA Notice:</u> The city provided a 60-day notice to the Washington State Department of Commerce regarding the proposed comprehensive plan amendment and rezone. Commerce acknowledged receipt of that notice with a letter on February 24, 2020.</p> <p><u>Agency/City Department Review:</u> The city provided the application to other city departments and agencies and requested comments on these proposed amendments. No comments were received.</p> <p><u>Notice of Public Hearing and SEPA Determination:</u> On February 25, 2020, the city issued notice of a public hearing on the proposed comprehensive plan amendment and rezone, as well as notice of a Determination of Nonsignificance for the environmental review. The notice was mailed to property owners within 500 feet, SEPA and comprehensive plan interested parties, and the Riverside neighborhood leader. The notice was published in the official city newspaper (The Everett Herald) on February 26. In addition, the site</p>
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	was posted for 15 days prior to the public hearing that was originally scheduled for April 7th. The Planning Commission rescheduled the public hearing due to public meeting restrictions during the coronavirus pandemic.
COMMENTS RECEIVED:	Emailed comments of support received March 2, 2020 stating that the west side of the block is backed up against the freeway (I-5) sound wall and a portion of the site is already in commercial use. The commenter also stated that the 2600 block of Summit Avenue already has more of the characteristics of Commercial Mixed-Use than it does single family.

REVIEW CRITERIA

SOURCES:	<p>Comprehensive Plan Land Use Map Amendment: GMA Goals (RCW 36.70A.020); Everett Comprehensive Plan Land Use Element, Everett’s Land Use Concept for Commercial Areas (pg. 7), Land Use Designations-Locational Criteria for Commercial Mixed-Use (pgs. 23-24).</p> <p>Zoning Map Amendment: EMC 19.41.160(D) Site-Specific Rezones; EMC 19.01.050 Purpose and application of zone districts.</p>
CONSISTENCY WITH ADOPTED POLICIES AND CODES:	<p>Comprehensive Plan Map Amendment Analysis: The process to amend the comprehensive plan map states that the burden of proof is upon the proponent to demonstrate the long-term benefit to the community as a whole. Applicable GMA goals (RCW 36.70A.020) that this proposed amendment would help achieve include:</p> <ul style="list-style-type: none"> • Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner. • Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development. <p><u>Response:</u> The Summit Avenue site is in an urban area with adequate public facilities and services. The site is not undeveloped and the proposed amendments would allow redevelopment at an increased density/intensity.</p> <p>The proposal is also consistent with Everett’s land use concept for commercial areas which calls for minor adjustments of zoning boundaries to promote greater land use compatibility. Expansion of the existing use is not allowed by the current zoning and requires a</p>

	<p>zoning change. In addition, the following factors are considered in reviewing map amendment requests.</p> <p>1. The proposed land use designation must be supported by or consistent with the existing policies of the various elements of the comprehensive plan.</p> <p><u>Response:</u> This proposal is consistent with the following policies:</p> <ul style="list-style-type: none">• Housing growth in Everett will be principally in the form of multiple family dwellings in redevelopment areas. (pg. 6 Intro. II B 7)• Arterial streets traditionally zoned or used for commercial activities will be the focus of redevelopment with a greater emphasis on residential uses mixed with commercial development. (pg. 7 Intro. II B 14)• Assure a wide range of housing opportunities (LU 2.1.1)• Promote increased densities and infill housing types (LU 2.1.2)• Promote housing alternatives to large lot single family detached dwelling (H 4.1.2) <p>2. Have circumstances related to the subject property and the area in which it is located changed sufficiently since the adoption of the Land Use Element to justify a change to the land use designation?</p> <p><u>Response:</u> More housing is needed for the City's growing population and public health care services like those provided by the non-profit Evergreen Health Centers (ERC) are regionally lacking and cannot meet the current demand. ERC is proposing to expand their existing facility so this would be considered market driven and not purely a speculative commercial use. The applicant has offered to enter into a development agreement with the City that would limit the type, scope and scale of allowed commercial uses in conjunction with the proposed rezone to C-1 General Commercial.</p> <p>3. Are the assumptions upon which the land use designation of the subject property is based erroneous, or is new information available which was not considered at the time the Land Use Element was adopted, that justify a change to the land use designation?</p> <p><u>Response:</u> There are new, much higher projections from the Puget Sound Regional Council for more residents and jobs in Everett. More housing is needed for the City's growing population and multiple family dwellings are an efficient use of land adjacent to I-5 and close to Everett Avenue where bus transit is available.</p> <p>4. Does the proposed land use designation promote a more desirable land use pattern for the community as a whole?</p>
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	<p><u>Response:</u> The proposed designation of Commercial Mixed-Use is consistent with designations in the vicinity to the south and west of the site. To the west is the I-5 northbound ramp with sound walls, to the north 26th Avenue serves as a logical boundary with a large church located on the north side of 26th Avenue. The alley to the east of the existing facility serves as a logical boundary from the single family homes located to the east.</p> <p>5. Should the proposed land use designation be applied to other properties in the vicinity? The reasons for changing the land use designation of a single site as requested does not constitute a grant of special privilege to the proponent or a single owner of property.</p> <p><u>Response:</u> This proposal to amend the comprehensive plan and zone to commercial is consistent with designations to the south and west of the site. The applicant is proposing the change in land use to allow expansion of an existing use that provides a benefit to the community. The alley to the east of the existing facility is a reasonable boundary that acknowledges the single family uses along Harrison Avenue. No adjacent property owners have inquired about adding their property to the proposed amendments.</p> <p>6. What impacts would the proposed change of land use designation have on the current use of other properties in the vicinity, and what measures should be taken to assure compatibility with the uses of other properties in the vicinity?</p> <p><u>Response:</u> As single family uses in this general area are redeveloped, it will be important to utilize development standards, including setbacks, building heights, off-street parking to help mitigate potential adverse impacts on the neighborhood. The applicant has offered to enter into a development agreement to limit future uses on the site, specify building maximum size and height, and signage/landscaping. The agreement will be prepared upon approval of the rezone.</p> <p>7. Would the change of the land use designation sought by the proponent create pressure to change the land use designation of other properties in the vicinity? Would the change of land use designation be in the best long-term interests of the community in general?</p> <p><u>Response:</u> This proposal would facilitate the renovation and expansion of a social service provider that is already well established in the area. More housing is needed for the City's growing population and multiple family dwellings are supported in areas like this that are served by a nearby bus stop.</p>
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	<p><u>Zoning Map Amendment Analysis:</u></p> <p>Site-Specific Rezone Criteria. (EMC 19.41.160) The review authority may approve an application for a site-specific rezone if:</p> <ol style="list-style-type: none">a. The proposed rezone is consistent with the comprehensive plan. <u>Response:</u> The proposed rezone would be consistent with the amended comprehensive plan designation of Commercial Mixed-Use.b. The proposed rezone bears a substantial relation to public health, safety or welfare; and the proposed rezone promotes the best long-term interests of the Everett community. <u>Response:</u> The amendments will allow renovation and expansion of the ERC allowing construction of two multi-family residential buildings and therapeutic daycare with improved spaces to allow mothers with more than one child to participate in a recovery program. In cooperation with the nearby hospitals, a new postpartum care model will be implemented.c. The proposed rezone mitigates any adverse impact(s) upon existing or anticipated land uses in the immediate vicinity of the subject property. <u>Response:</u> Design standards are established for residential and commercial redevelopment to improve the public safety and aesthetic character of an area.
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RECOMMENDED ACTION/MOTION:

Planning staff recommends the Planning Commission forward a recommendation to the City Council as follows:

Approve the Comprehensive Plan Map amendment from Single Family to Commercial Mixed-Use for the subject property (see Exhibit 1). Approve a zoning amendment from R-2 Single Family Detached Medium Density to C-1 General Commercial for the subject property (see Exhibit 2).

A draft resolution with findings and conclusions supporting this recommendation is attached for the Planning Commission's consideration.



CITY of EVERETT
PLANNING and COMMUNITY DEVELOPMENT
COMPREHENSIVE PLAN MAP AMENDMENT
AND REZONE APPLICATION (REVIEW PROCESS VA)

INSTRUCTIONS → Submit the following items listed in the checklist below. Use this application for Comprehensive Plan map amendments and the accompanying rezone to implement the map change. The Comprehensive Plan map amendment and associated rezone are considered concurrently under Review Process VA.

<input checked="" type="checkbox"/> Fee Total Fee: \$ <u>7,990</u>	See current Fee Schedule for SEPA and Rezone fees posted online. Fees are non-refundable and payable by cash, check or credit card upon application.
<input checked="" type="checkbox"/> Meeting with Long Range Planning Staff	A meeting is encouraged prior to submitting this application with Long Range Planning Staff. To schedule a meeting call (425) 257-8731.
<input checked="" type="checkbox"/> Application	The <i>Comprehensive Plan and Rezone Application</i> must be filled out completely and signed by the owner, applicant, or primary contact. Submit one . See attached.
<input checked="" type="checkbox"/> Map of Site and Surrounding Area	Submit one copy of the Assessor’s Map (or equivalent) showing the location. Maps are available from Snohomish County Assessor or Planning Department. PDF’s shall indicate what size paper will print to scale if submitting by email or CD. The copy must be legible.

Narrative Statement and Comp Plan/ Zoning Information

1) Prepare a written, typed statement addressing the applicable Comprehensive Plan and rezone criteria. Submit **one** copy. See attached criteria.

2) Complete the following below:

Existing Comprehensive Plan Designation: Single Family
Existing Zoning: R-2

Proposed Comprehensive Plan Designation: Commercial Mixed Use
Proposed Zoning: C-1

Adjacent Plan Designations	Adjacent Zoning
North: <u>N/A (abuts I-5)/Single Family</u>	<u>N/A / R-2</u>
South: <u>Commercial Mix Used</u>	<u>C-1</u>
East: <u>Single Family</u>	<u>R-2</u>
West: <u>Commercial Mixed Use/Single Family</u>	<u>C-1/R-2</u>

Note: majority of west property abuts I-5.

Note: Designations for West Subject Properties/ East Subject Properties respectively

Environmental Checklist

Submit **one** signed copy. Must be filled out completely and accurately. The Environmental Checklist form can be found on DOE's website:
<http://www.ecy.wa.gov/programs/sea/sepa/forms.htm>

Notification List of Property Owners

All property owners within 500 feet of the property subject to this action. Must be completed per the instructions for compiling the mailing list for Review Process VA. See attached.

Special Studies

Traffic, Geotechnical studies, etc., if required by the Manager of Long Range Planning. Provide **four** copies of each study with the application.

Submit Application with this Checklist

* Email or CD submittal is preferred.

By E-mail: Email all documents to planning@everettwa.gov
In Person or by Mail: City of Everett Planning and Community Development
2930 Wetmore Ave Ste. 8-A, Everett, WA 98201



COMPREHENSIVE PLAN AND REZONE APPLICATION

(Attach additional pages if needed)

Name of Applicant Linda Grant/Evergreen Recovery Centers

Address 11627 Airport Road, B

City Everett State WA Zip Code 98204

Phone (425) 258-2485 Alt ph (425) 258-2407

Email LGrant@Evergreenrc.org

Primary Contact (if other than applicant) Dawn Bushnaq

Address 4915 Rainier Ave S Suite 201

City Seattle State WA Zip Code 98118

Phone 206-963-6306 Alt ph _____

Email dawn@bushnaqstudio.com

Property Owner(s) Evergreen Manor

Address 2601 Summit Ave City Everett State WA Zip Code 98201

Property Address or Location 2601, 2604, 2606, 2612 and 2614 Summit Ave, Everett, WA 98201

Tax Parcel No(s) See attached.

Area of Property (acres/sq ft) 2601 Summit: ±.65 ac/±2600 SF 2604-2614 Summit: ±.57 ac/±24,800 sq ft

Legal Description (attach for rezone purposes) see attached

Brief Description of Project With the rezone, ERC would develop a ±22,000 square foot facility at the west subject properties to improve its existing Summit campus services. The new facility will include two multi-family residential buildings and a therapeutic daycare for children living at the expanded Summit campus.

• **Authorization:** I am the owner or am authorized by the owner to sign and submit this application. I grant permission for City staff and agents to enter onto the subject property for the sole purpose of making any inspections of the property which are necessary to process this application. I certify under penalty of perjury of the laws of the State of Washington that the information on this application and all information submitted herewith is true, complete, and correct.

Signature Linda Grant pp Dawn Bushnaq Date 1/13/20

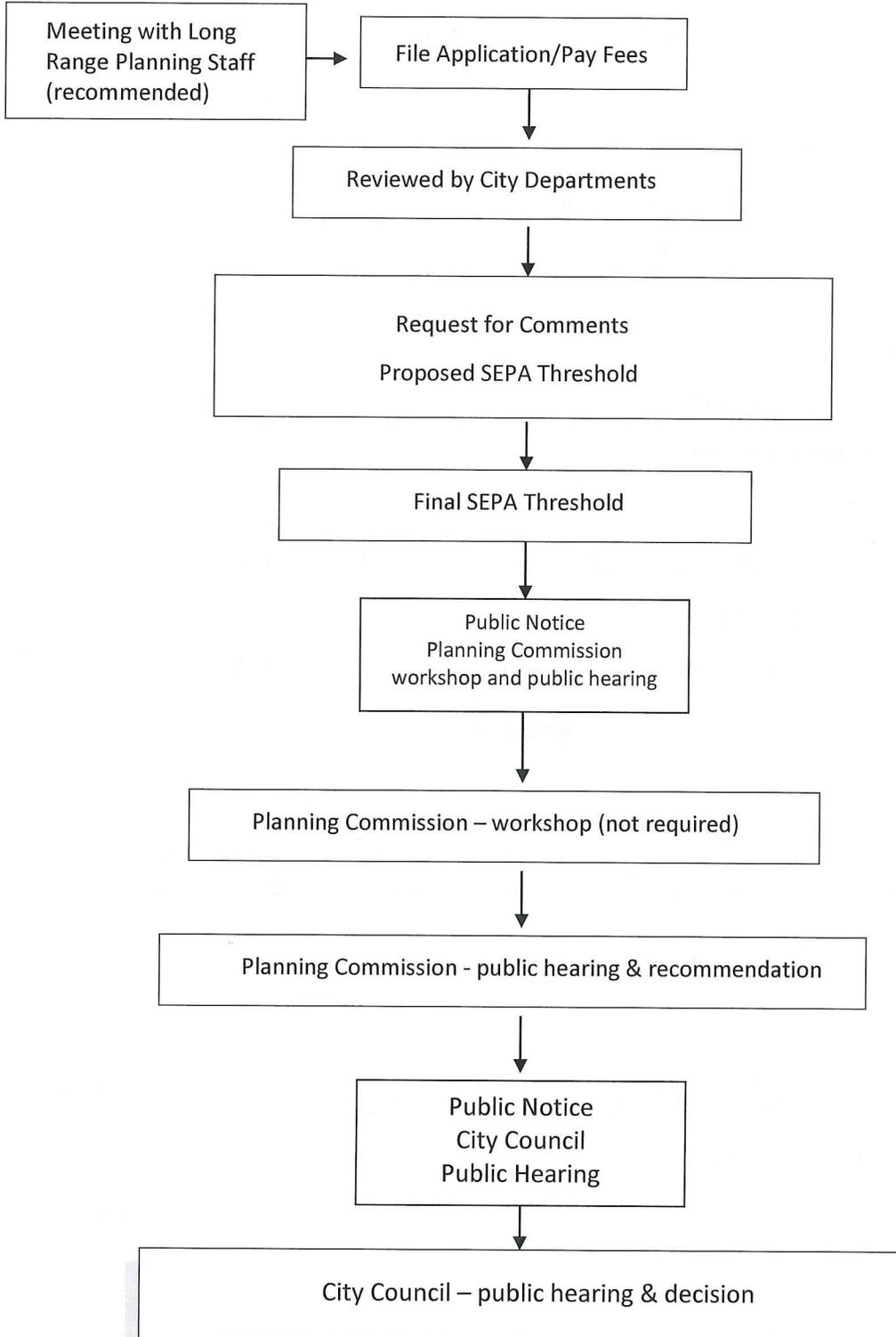
Please print name LINDA GRANT Owner Applicant Primary Contact

City and State where this application is signed SEATTLE City, WA State

FOR OFFICIAL USE ONLY	
FILE #	_____
FEE \$	_____
RECEIPT #	_____

Comprehensive Plan Amendment/Rezone Flow Chart – Review Process VA

Under review process VA the Planning Commission makes a recommendation and then the City Council makes the decision. Both actions go concurrently through the public hearing process. A Comprehensive Plan map amendment will not be accepted without a concurrent rezone application.



NARRATIVE STATEMENT – EVALUATION CRITERIA

All applications must be accompanied by a separate narrative statement describing how the proposal is consistent with the following criteria and applicable rezone type. Please note that this information is important for the City's evaluation of your Comprehensive Plan map amendment and rezone application.

Comprehensive Plan Policies

Everett's Comprehensive Plan contains the following criteria that provide guidance to decision makers in their review of applications to amend land use designations. Please consider each of the following review criteria and respond to them on a separate piece of paper. The response should identify which of the criteria is being addressed. Where the criteria spells out relevant policies or criteria, found in either the City's Comprehensive Plan or Zoning Code, please reference the relevant section when noting such support for your application. City staff will help with any questions you may have in regard to completing this work.

- 1) The proposed land use designation must be supported by or be consistent with the existing policies of the various elements of the Comprehensive Plan. NOTE: Please refer to the location criteria beginning on page LU-23. Please refer to specific policies, especially those in the Land Use and Housing sections.
- 2) Have circumstances related to the subject property and the area in which it is located changed sufficiently since the adoption of the Land Use Element to justify a change to the land use designation? If so, the circumstances which have changed should be described in detail to support findings that a different land use designation is appropriate.
- 3) Are the assumptions on which the land use designation of the subject property is based erroneous, or is new information available which was not considered at the time the Land Use Element was adopted that justify a change to the land use designation? If so, the erroneous assumptions or new information should be described in detail to enable the Planning Commission and City Council to find that the land use designation should be changed.
- 4) Does the proposed land use designation promote a more desirable land use pattern for the community as a whole? If so, a detailed description of the qualities of the proposed land use designation that make the land use pattern for the community more desirable should be provided to enable the Planning Commission and City Council to find that the proposed land use designation is in the community's best interest.
- 5) Should the proposed land use designation be applied to other properties in the vicinity? If so, the reasons supporting the change of several properties should be described in detail. If not the reasons for changing the land use designation of a single site, as requested by the proponent, should be provided in sufficient detail to enable the Planning Commission and City

Council to find that approval as requested does not constitute a grant of special privilege to the proponent or a single owner of property.

- 6) What impacts would the proposed change of land use designation have on the current use of other properties in the vicinity, and what measures should be taken to assure compatibility with the uses of other properties in the vicinity?
- 7) Would the change of the land use designation sought by the proponent create pressure to change the land use designations of other properties in the vicinity? If so, would the change of land use designation for other properties be in the best long term interests of the community in general?

Rezone

Rezoning can be either non-project or development agreement rezoning. In order to better understand the differences between the two rezoning processes, it is advised that you speak with Long Range Planning staff in advance of responding to this section.

- 1) Which rezoning type are you seeking?
- 2) Address your vision for how the subject property or properties would be used if the rezoning were approved, and how the request, if granted, would benefit the City of Everett and its citizens.

**EVERGREEN RECOVERY CENTERS SUMMIT CAMPUS
COMPREHENSIVE PLAN AMENDMENT AND REZONE APPLICATION
SUBJECT PROPERTIES ASSESSOR PARCEL NUMBERS AND LEGAL DESCRIPTIONS**

WEST SUBJECT PROPERTIES

Address: 2604 Summit Ave
Parcel #'s: 00516859502001, 00483559502000
Parcel Description (00516859502001): MITCHELL LAND & IMP CO S 1ST ADD BLK 595 D-01 - LOT 20 LESS S/HY & ALL LOT 21 LESS S/HY VOL 3 PG 475
Parcel Description (00483559502000): JUDSON LA MOURE'S 1ST ADD BLK 595 D-00 - S 2 FT LOT 20 & LOT 21 BLK 595 LESSS/HY-VOL 3 PG 475-
Gross Total Site Acreage: 0.08

Address: 2606 Summit Ave
Parcel #'s: 00516859502200, 00483559502200
Parcel Description (00516859502200): MITCHELL LAND & IMP CO S 1ST ADD BLK 595 D-00 - FRAC LOTS 22 & 23 (EXEMPT PER ST OF WA REG #04820-001)
Parcel Description (00483559502200): JUDSON LA MOURE'S 1ST ADD BLK 595 D-00 - FRAC LOTS 22 & 23 LESS ST HWY
Gross Total Site Acreage: 0.15

Address: 2612 Summit Ave
Parcel #'s: 00516859502400, 00483559502400
Parcel Description (00516859502400): MITCHELL LAND & IMP CO S 1ST ADD BLK 595 D-00 - FRAC LOTS 24 & 25 (EXEMPT PER ST OF WA REG #04820-003)
Parcel Description (00483559502400): JUDSON LA MOURE'S 1ST ADD BLK 595 D-00 - FRAC LOTS 24 & 25 (EXEMPT PER ST OF WA REG #04820-003)
Gross Total Site Acreage: 0.15

Address: 2614 Summit Ave
Parcel #'s: 00516859502600, 00483559502600
Parcel Description (00516859502600): MITCHELL LAND & IMP CO S 1ST ADD BLK 595 D-00 - FRAC LOT 26 N 10FT FRAC LOT 27 S 15FT FRAC LOT 27 & FRAC LOT 28 (EXEMPT PER ST OF WA REG #04820-001)
Parcel Description (00483559502600): JUDSON LA MOURE'S 1ST ADD BLK 595 D-00 - FRAC LOT 26 - N 10 FT OF FRAC LOT 27 - S 15 FT OF FRAC LOT 27 - FRAC LOT 28 (EXEMPT PER ST OF WA REG #04820-001)
Gross Total Site Acreage: 0.19

EAST SUBJECT PROPERTY

Address: 2601 Summit Ave
Parcel #: 00516859401100
Parcel Description: Section 21 Township 29 Range 05 Quarter SW MITCHELL LAND & IMP CO S 1ST ADD BLK 594 D-00 - LOTS 11 THRU 18 INCL & LG LOT 19 (EXEMPT PER ST OF WA REG #04820-001)
Gross Total Site Acreage: 0.65

EVERGREEN RECOVERY CENTERS’ NARRATIVE STATEMENT

All applications must be accompanied by a separate narrative statement describing how the proposal is consistent with the following criteria and applicable rezone type. Please note that this information is important for the City's evaluation of your Comprehensive Plan map amendment and rezone application.

Comprehensive Plan Policies

Everett’s Comprehensive Plan contains the following criteria that provide guidance to decision makers in their review of applications to amend land use designations. Please consider each of the following review criteria and respond to them on a separate piece of paper. The response should identify which of the criteria is being addressed. Where the criteria spells out relevant policies or criteria, found in either the City’s Comprehensive Plan or Zoning Code, please reference the relevant section when noting such support for your application. City staff will help with any questions you may have in regard to completing this work.

- 1) The proposed land use designation must be supported by or be consistent with the existing policies of the various elements of the Comprehensive Plan. NOTE: Please refer to the location criteria beginning on page LU-23. Please refer to specific policies, especially those in the Land Use and Housing sections.

Response: Evergreen Recovery Centers (ERC) has operated recovery services at its Summit campus located at 2601 Summit Avenue since 1972. ERC owns its Summit campus (East Subject Properties) and properties across the street located at 2604 – 2616 Summit Avenue (West Subject Properties).

The applicant’s proposal is to amend the Comprehensive Plan and rezone the east and west subject properties. This would change the Comprehensive Plan designation at the subject properties from single family to commercial/mix use and the zoning from R-2 to C-1. As part of the amendment and rezone, the applicant proposes to enter into a development agreement with the City. The development agreement would include the following restrictions:

- Uses Limited to:** Residential and institutional uses allowed in commercial zones including but not limited to multifamily housing, supportive housing, daycare, social services.
- Height Limit:** 4 stories at west subject properties (2604 – 2616 Summit Ave)
2.5 stories at east subject properties (2601 Summit Ave)
- Building size limit:** 40,000 SF max/individual building
- Other improvements:** Landscaping and signage compatible with adjacent residential areas

If the proposed land use designation is approved, ERC will develop an innovative companion facility at the West Subject Properties to improve and expand its Summit campus services. The new facility will include two multi-family residential buildings and a therapeutic daycare for children living at the expanded Summit campus. The facility has two goals (1) to improve spaces to allow mothers with more than one child to participate in our recovery program, and (2) to implement a new postpartum care model in partnership with Providence Hospital – Everett and Swedish Hospitals where the key is keeping mom and baby together in place of separation while the baby goes through an uncomfortable morphine taper. Larger living space is needed to meet these goals. The community impact of this designation will be:

- to be the first non-hospital program in the nation to implement an Eat-Sleep-Console protocol where “Mom is the medicine.”
- to reduce waiting lists for admission of pregnant and parenting mothers,
- to increase the number of children who can stay with mom during this program,
- to reduce homelessness in the community, and
- to provide preventive services at a child’s most vulnerable period.

The proposed land use designation and development agreement restrictions are consistent with and support the applicable location criteria for Commercial Mixed-Use in the Comprehensive Plan. These criteria include:

1. Designation may be applied to new areas provided that the change is market driven and not speculative.
2. Designation may include multifamily residential and community oriented public uses.
3. Areas should be supported by public facilities and services including transit, pedestrian and bicycle routes, utilities (water, sewer, stormwater), fire and police. Transportation system is capable of handling traffic impacts.
4. Smaller sites are intended to be neighborhood oriented where uses are limited and building design ensures compatibility with adjoining residential neighborhoods.
5. Pedestrian access and walkability are encouraged while traffic impacts on surrounding residential areas are discouraged.
6. New development and redevelopment is encouraged to include housing and other supportive services and uses.
7. Development standards may be tailored to fit the specific location.
8. Small neighborhood commercial locations should limit the size of buildings and ensure other improvements, such as signs and landscaping, are compatible with adjacent residential area.

The proposed change is driven by community need and market imperatives to provide efficient and cost effective recovery services to individuals with special needs. It is not speculative. ERC provides services, housing, support and hope to families and communities through its 6-month housing/treatment program.

With the proposed project, ERC will spread out its programs across the subject properties and reduce the number of residents living at the east subject properties.

This will shift ERC's "center of gravity" away from the single family areas to the east while also allowing for living quarters more appropriate to families including dwellings for mothers with more than one child. Without the rezone, ERC is limited in its ability to adapt its services to community needs and market conditions. Purchasing new property elsewhere would make the proposed project cost-prohibitive to develop and to operate. (Supports Location Criteria 1, 2 and 6)

The area is well-supported by public facilities and services including utilities (water, sewer, storm water). A 30" sanitary sewer runs along the east side of Summit Avenue and a 12" sanitary sewer runs along the alley west of the west subject properties. A 6" water mains runs along the east side of Summit and a 3" water main runs along the west side of Summit. The City also recently installed separate storm water infrastructure in the neighborhood. (Supports Location Criteria 3).

The subject properties' location near Everett Avenue, which is a major arterial, and I-5 make it accessible to police and fire services. The neighborhood's network of alleys provides added accessibility for emergency services. The properties are also well served by transit. North and westbound bus stops for Everett Transit Route 4 are located within .2 miles. North and southbound stops for Everett Transit Route 29 are located within .4 miles. The site is also well served by pedestrian infrastructure with sidewalks on both sides of Summit Avenue that connect to the city's larger network of sidewalks. (Supports Location Criteria 3 and 5).

The subject properties are located within 1000' of the Comprehensive Plan's Metropolitan Center and are in walkable proximity to a wide range of cafes, restaurants and other informal recreation opportunities. The subject properties are also located near several parks and recreational spaces including a designated Bike Lane that loops north around the City (within 500'), Riverside Park (within 1000'), Judd Black Park (within 2000') and Garfield Park (within 3000'). The Snohomish river front is also within a mile of the site. However, please note that residents would not leave the Summit Campus unsupervised except for daily walks with their infants and children around the immediate neighborhood. (Supports Location Criteria 3 and 5).

Traffic impacts due to the proposed designation will be minimal. ERC anticipates little to no increase in overall staff numbers and residents of the proposed project are not permitted to have cars. Parking for staff will continue to be provided in the existing spaces at 2601 Summit Ave and at 3501 Everett, which ERC also owns. There are 39 existing spaces between these two locations. If necessary, spaces may be added at the west properties but likely fewer than if the west properties were in single family use. (Supports Location Criteria 5).

As part of the proposed project, ERC plans to vacate Summit Avenue from the subject properties to Everett Avenue. ERC also plans to vacate two portions of alleys that abut the subject properties. These include the alley north of 3409 and 3417 Everett Avenue that abuts the west subject properties and the alley north of 3501 Everett Avenue that

abuts the east subject properties. The vacated Summit Avenue will be converted to passive and active open space and pedestrian access to the subject properties will continue to be via Summit Avenue. Vehicular access to the expanded Summit campus will be via Harrison Avenue and the alley between Summit and Harrison Avenues. Parking for the subject properties will continue to be located at the existing parking lots along the alley at 2601 Summit Avenue. The effect of the vacation, if approved, will be to create a more inviting pedestrian environment at the subject properties and to limit vehicular use in the same area. (Supports Location Criteria 8).

The development agreement restrictions described above will ensure the proposed project and any future development is compatible with the residential neighborhood. With the restrictions, building heights at the east properties would be consistent with RS-2 building heights proposed through the City's Rethink Zoning process. Buildings heights at the west properties would be consistent with building heights at the adjacent commercial properties per Rethink Zoning. With lower building heights, the east subject properties will function as a transitional zone between the west subject properties and single family areas to east. (Location Criteria 4, 8)

The west properties have a unique land use context: they are bound by the I-5 corridor to the north and west, a long-standing commercial use to the south and ERC's well-established institutional use to the east. The next nearest neighbor is a long-established church institutional use located northeast of the west subject properties. ERC's existing Summit Campus and the church are located in the single family zone and their uses are allowed through Special Property Use permits. As a result, the west subject properties are quite separate from the single family uses. Given this context, higher height limits at the west property are appropriate and would lead to more efficient land use across the subject properties without any meaningful impact on the nearby single family uses. (Location Criteria 4, 7 and 8)

The use and building size restrictions would allow for ERC's current and improved services while codifying protections against speculative development in the future. This will ensure that future uses and building sizes are not incompatible with the single family areas north and east of the site. (Location Criteria 8)

ERC's existing buildings at 2601 Summit Avenue will serve as the model for new buildings at the subject property. The scale and character of the 2601 Summit Avenue buildings were reviewed through Special Use Permits in the 1980s and 1990s to be compatible with the surrounding residential areas. New buildings at the west subject properties will be designed to complement the existing campus with similar scale and exterior materials to ensure minimal visual impacts on the residential areas. (Location Criteria 4)

ERC has no plans to redevelop the east properties but the rezone will allow for a less burdensome permit process as ERC shifts some of its services to the west properties. This will make it more efficient and cost-effective for ERC to adapt its services across

the expanded Summit campus. If there are concerns about the rezone at the east properties or the size of the rezone, ERC is open to limiting the rezone to the west properties only.

Evergreen Recovery Centers' long-standing presence in the neighborhood and track record of helping individuals with special needs is well documented in five Special Property Use permits for 2601 Summit Avenue dating from 1972. The proposed land use designation supports the comprehensive plan location criteria to rezone for specific, targeted uses that integrate well with and improve the surrounding community and neighborhood.

In addition, the proposed land use designation would better align with current actual uses and context. It would also recognize an irregular land use condition as an opportunity to improve vital social services in a neighborhood where the use is already well-established and in a way that will not impact nearby single family uses. This supports the following Comprehensive Plan Sections:

- Chapter 2, IV C 2.1-Policy 2.1.6: Hospitals and many clinics in Everett have located in residential areas either prior to any zoning regulations or under previous zoning codes. Protect established residential neighborhoods from further encroachment by hospitals, clinics and other related medical activities and limit such uses to those residentially zoned areas where such uses are already well established.
- Chapter 2, IV C 2.1-Policy 2.1.8: Require development, expansion and remodeling of hospital and clinic facilities to be visually compatible with and minimize the parking and traffic impacts upon established residential areas.
- Chapter 2, IV C 2.2-Policy 2.2.2: Discourage speculative rezoning and require, where necessary, proposed new commercial designations to be based upon a binding plan that integrates well with and improves the surrounding commercial area and adjoining neighborhoods.
- Chapter 2, IV C 2.8- Policy 2.8.2: "Hard to site" facilities shall be located so as to provide the necessary service to the intended users of the facility with the least impact on surrounding land uses. Only sites that are located so as to promote compatibility with other existing or planned land uses shall be allowed for such uses.

With more than 25 years' experience in treating pregnant and parenting mothers in Everett, ERC has evidence that its services improve the health and stability of at-risk mothers and their children. The proposed land use designation will allow ERC to better serve pregnant and parenting mothers in recovery and, as important, more of their children who are often in foster care because of the small size of current rooms. The proposed designation will further the comprehensive plan goal of supporting housing supply for people with special needs in a way that has little or no impact on nearby single family uses. This supports Location Criteria 6 and the following Comprehensive Plan Sections:

- **Chapter 4, IV A. Housing types and opportunities:** Policy 4.1.11 Support reasonable housing accommodation for people with special needs in all areas, and avoid concentrations of such housing while protecting residential neighborhoods from adverse impacts. See policies 4.8.1 – 4.8.10.
- **Chapter 4, IV H. Subsidized Housing- Low Income and Special needs populations:**
Objective 4.8 The City shall continue to support housing programs that increase the supply of housing for low-income households and special needs populations. For purposes of developing housing programs to implement these policies, the City shall use the definitions established by the Department of Housing and Urban Development for "affordable housing," "extremely low income," "very low-income housing," "low-income housing," "moderate income housing" and "middle-income housing." For purposes of developing housing programs to implement these policies, housing for special needs populations shall be defined as: Affordable housing for persons that require special assistance for supportive care to subsist or achieve independent living, including but not limited to persons that are elderly and frail elderly, developmentally disabled, mentally ill, physically disabled, homeless, people in recovery from chemical dependency, persons living with HIV/AIDS, survivors of domestic violence, and youth at risk.

Evergreen Recovery Centers' long history in the neighborhood attests to its role as an integral partner with the City and County in efforts to support individuals with special needs. The proposed land use designation is a low-cost way for the City to amplify ERC's capacity to provide high quality social services including short term housing for this special needs population. This supports Comprehensive Plan Sections:

- **Comp Plan Policy 4.8.5** Work with social service and nonprofit agencies to effectively provide the services required for low-income households and special needs populations, within the financial capabilities of the city.
 - **Comp Plan Policy 4.8.6** Review existing programs and/or establish new programs for assisting low income households and special needs populations to afford safe and decent housing, within the financial capabilities of the city.
- 2) Have circumstances related to the subject property and the area in which it is located changed sufficiently since the adoption of the Land Use Element to justify a change to the land use designation? If so, the circumstances which have changed should be described in detail to support findings that a different land use designation is appropriate.

Response: Circumstances have not changed significantly since 1989 when the current zoning code was adopted but circumstances at the subject properties have changed significantly since the 1960s. These changes include, in the 1960s, construction of the I-5 corridor north and west of the subject properties and, in the 1970s, establishment of

institutional uses through Special Property Use permits at the east subject properties and at a church institutional use north of the subject properties.

Until the mid-1960s the subject properties were part of an uninterrupted stretch of single family homes. (See Exhibits A and B, 1955 Sandborn Maps). This area, the Riverside neighborhood, was established in the 1890s and thrived through the early 20th century. Construction of the I-5 corridor in the 1960s created a large physical barrier that cut the neighborhood into two distinct parts. (See Exhibit A, Riverside Neighborhood Map, 2020). The west subject properties were directly affected by construction of the interstate. All four development sites in the west subject properties directly abut I-5. Two of these sites were in the path of I-5. Portions of these two sites were acquired by the state through eminent domain. As a result, these two sites became non-conforming according to the land use code. The proximity to I-5 also rendered the west subject properties much less hospitable to single family use due to traffic noise and the visual impact of the interstate structure.

In the 1970s, The City approved a Special Property Use permit for Kingdom Hall, an institutional church use located at 2530 Harrison Avenue north of the east subject properties. In 1972, the City also approved a Special Property Use permit for Evergreen Manor, an institutional use for recovery services, located at the east subject properties. In 1980s and 1990s, the City approved four expansions of Evergreen Manor's SPU to improve and expand its services. Evergreen Manor is now known as Evergreen Recovery Centers.

These unique circumstances, in conjunction with long-standing commercial zoning south of the site, make the subject properties more suited to commercial and institutional uses. I-5 is a looming presence to the north and west. The institutional uses at Kingdom Hall and Evergreen Recovery Centers serve as a buffer to the more intact portions of the Riverside neighborhood starting along Harrison and north of 26th Avenue. The proposed land use designation would better align zoning at the subject properties with current uses and context. It would also do so in a way that would not impact nearby single family uses.

- 3) Are the assumptions on which the land use designation of the subject property is based erroneous, or is new information available which was not considered at the time the Land Use Element was adopted that justify a change to the land use designation? If so, the erroneous assumptions or new information should be described in detail to enable the Planning Commission and City Council to find that the land use designation should be changed.

Response: No, the assumptions were not erroneous. However, to the applicant, it appears that conditions at the subject properties are more granular and specific than City-wide zoning could account for. Based on a review of the City's zoning map, there do not appear to be any other instances along the I-5 corridor where single family zoning is "landlocked" by the I-5 corridor and commercial and institutional uses. The

proposed designation would encourage more appropriate and efficient land use for the subject properties without impacting the nearby single family uses.

- 4) Does the proposed land use designation promote a more desirable land use pattern for the community as a whole? If so, a detailed description of the qualities of the proposed land use designation that make the land use pattern for the community more desirable should be provided to enable the Planning Commission and City Council to find that the proposed land use designation is in the community's best interest.

Response: Yes. The proposed land use designation would promote a more desirable land use pattern for the community as a whole. It would ratify a long-standing institutional use and transform single family parcels compromised by I-5 corridor construction into an opportunity for expanded social services in a way that would not meaningfully change the character of the neighborhood or otherwise impact the single family uses north and east of the subject properties. The proposed land use designation will allow for more efficient use of the subject properties. It will also allow the city to inexpensively support services for special needs populations by a well-regarded and long-established provider.

- 5) Should the proposed land use designation be applied to other properties in the vicinity? If so, the reasons supporting the change of several properties should be described in detail. If not the reasons for changing the land use designation of a single site, as requested by the proponent, should be provided in sufficient detail to enable the Planning Commission and City Council to find that approval as requested does not constitute a grant of special privilege to the proponent or a single owner of property.

Response: No, the proposed designation should not be applied to other properties in the vicinity. The subject properties are a special situation as outlined above. Evergreen Recovery Centers serves a unique role in the community. Its programs provide multi-faceted community benefits that reduce the obligations of other community and social service providers including law enforcement, crisis services, health care, social services, criminal justice systems and housing providers. The proposed designation will allow for improvement of ERC's services at no cost to the City. This proposed designation supports the City's comprehensive plan goal to locate "hard to site" uses with the least impact on surrounding land uses and in a way that promotes compatibility with other existing land uses.

- 6) What impacts would the proposed change of land use designation have on the current use of other properties in the vicinity, and what measures should be taken to assure compatibility with the uses of other properties in the vicinity?

Response: The proposed land use designation will minimize the presence of Evergreen's current programs on single family areas to the north and east. The proposed designation will allow ERC to spread its programs across the subject

properties, which will shift ERC's "center of gravity" away from the single family areas. ERC has been a sensitive and compatible neighbor for decades. The ability to spread out its services will allow Evergreen to continue its stewardship while better serving adults and children with special needs.

- 7) Would the change of the land use designation sought by the proponent create pressure to change the land use designations of other properties in the vicinity? If so, would the change of land use designation for other properties be in the best long term interests of the community in general?

Response: No, the proposed land use designation would not create pressure to change other designations in the vicinity. As outlined above, the subject properties are a special situation. The proposed designation recognizes this unusual context as an opportunity to improve vital social services in a cost-effective, efficient way and without meaningful impact on adjacent single family areas.

Rezone

Rezoning can be either non-project or development agreement rezoning. In order to better understand the differences between the two rezoning processes, it is advised that you speak with Long Range Planning staff in advance of responding to this section.

- 1) Which rezoning type are you seeking?

Response: Development agreement rezoning

- 2) Address your vision for how the subject property or properties would be used if the rezoning were approved, and how the request, if granted, would benefit the City of Everett and its citizens.

Rezone Vision: Evergreen Recovery Centers' Summit Campus

Evergreen Recovery Centers has received State and private capital funding to improve its services for pregnant and parenting mothers at the subject properties.

If the rezoning is approved, ERC plans to develop a new facility at the west subject properties as a companion to its 2601 Summit Avenue campus located across the street at the east subject properties. The new facility will include two multi-family residential buildings and an integrated therapeutic daycare for children living at the expanded Summit campus.

The residential buildings will be designed to incorporate an innovative program to allow infants going through neonatal withdrawal to be discharged with the mother rather than being separated for the first four to six weeks of their lives. ERC is working with the developers of this model at Yale and Dartmouth to create the first

treatment center in the US to adapt this painful process for infants to a warm, non-addictive approach where “mom is the medicine.” The new facility will create a supportive environment where new moms continue their treatment and recovery at ERC while keeping their infants with them and/or maintaining intact families or having custody returned to them due to their progress in recovery.

Each residential building will be ±8,500 square feet and will include 16-18 dwelling units. Each residential building will have support staff offices, common kitchen, lounges, dining room, library/media room, classrooms, and exercise/play areas for mothers and children. Outdoor areas around the buildings will be landscaped and programmed for active and passive recreation for use solely by mothers and children living at ERC’s Summit campus. ERC anticipates serving a maximum of 16 mothers and their children in each building at any given time.

The therapeutic daycare will solely serve children living at ERC’s Summit campus. The daycare will focus on helping the infants catch up on developmental delays; and provide training and a nurturing environment to break the cycle of intergenerational dysfunction. The daycare will be ±5,000 square feet and will serve a maximum of 35-40 children at any given time.

With the new facility, ERC will spread out its programs and reduce the number of residents living at the east subject properties. This will allow for more hospitable living arrangements throughout its campus including larger family-sized dwelling units and an opportunity to create a small unit for adolescent pregnant and parenting mothers—currently unserved in the community because of lack of a facility.

Parking for staff will continue to be provided in the existing parking lots at the east subject properties. If needed, a small amount of additional parking may also be provided at the new facility. Residents of the proposed project are not permitted to have cars.

Rezone Community Benefit

With more than 25 years’ experience in treating pregnant and parenting mothers in Everett, ERC has evidence that its programs improve the health and stability of at-risk mothers and their children. ERC provides services, housing, support and hope to families and communities through its 6-month housing/treatment program.

Mothers who receive services at ERC are primarily from Everett and the North Sound area and over half the residents are in recovery from opiate addiction. They are part of a pattern of intergenerational substance abuse and family dysfunction. They were once themselves neglected and abused children in our community.

- **88% of mothers had parents who abused alcohol/drugs.**
- **65% were physically/sexually abused as a child.**
- **25% were involved in foster care as a child.**
- **35% did not finish high school.**

There is a multidimensional community benefit to improving ERC's capacity and enhancing its facilities to provide unique neonatal care onsite with the mother. Evergreen Recovery Centers provides critical housing and services to a population that consumes a great deal of time from law enforcement, crisis services, health care, social services, criminal justice systems and housing providers. With the rezone and proposed project, our primary goals are:

- **Eliminate long waiting lists for mothers with more than one child (now 3 months or more to obtain room in the program),**
- **Mothers will be able to immediately bring all their young children to live with them at the treatment center, keeping family units intact.**
- **Mothers in need of our services can be transferred by local hospitals immediately after birth, with the infant, increasing positive outcomes.**
- **Newborns will be kept with the mother in a highly nurturing environment rather than placed on morphine (the current treatment for infants born to mothers who are using prescribed opiate recovery medications) and sent alone to a perinatal program to withdraw from the morphine over 6 weeks.**
- **Onsite play areas, both indoors and outdoors, will be improved and Evergreen will be able to provide specialized infant accommodations, thus facilitating early release from crowded neonatal hospital units.**

After completion of services, the mothers become self-sufficient and strong parents in addition to improving their own emotional and physical health:

- **85% of their children are living with the mothers and out of foster care.**
- **75% are abstinent from alcohol and drugs for at least 6 months.**
- **68% are using family planning regularly.**
- **56% are enrolled in college or completed their GED.**
- **100% of mothers receive concurrent mental health service to address co-occurring depression, anxiety and impacts of childhood abuse and trauma.**
- **Infants and children in residence catch up to normal developmental benchmarks as a result of the developmental services provided by Evergreen Recovery Centers.**

Evergreen Recovery Centers is excited about expanding its capacity and supporting mother-child bonding during these critical first months of life, and ultimately, breaking the cycle of addiction with the preventive services this unique program for young families offers.

EVERGREEN RECOVERY CENTERS' SUMMIT CAMPUS
COMPREHENSIVE PLAN AMENDMENT AND REZONE APPLICATION
NOTIFICATION LIST OF PROPERTY OWNERS WITHIN 500'

parcel_number	org_name	line_1_2	line_1	line_2	city	code_table_cd	zip_postal_code
00516864202900	2712 SUMMIT AVENUE LLC	7750 E NOPAL	7750 E NOPAL AVE		MESA	AZ	85209
00516864203000	2712 SUMMIT AVENUE LLC	7750 E NOPAL	7750 E NOPAL AVE		MESA	AZ	85209
00516859300900	LOT 350 LLC	14645 NE 13TH	14645 NE 13TH PL		BELLEVUE	WA	98007
00516858002500	FOOS ROBERT & JANICE	21505 89TH	21505 89TH AVE W		EDMONDS	WA	98020
00516858002600	FOOS ROBERT & JANICE	21505 89TH	21505 89TH AVE W		EDMONDS	WA	98020
00483559502200	EVERGREEN RECOVERY CENTERS		PO BOX 12598		EVERETT	WA	98026
00516859502200	EVERGREEN RECOVERY CENTERS		PO BOX 12598		EVERETT	WA	98026
00483557800600	HASHIMOTO SCOTT H & LORI L	14004 ASH WAY	14004 ASH WAY		LYNNWOOD	WA	98037
00516859301900	MATACHICA LLC	26103 NE 25TH	26103 NE 25TH ST		REDMOND	WA	98053
00483557800101	WILTSHIRE H JOHN GABINA	3332 NASSAU	3332 NASSAU ST		EVERETT	WA	98201
00483557800102	NASH ADRIANNE N/WOODING	3303 26TH ST	3303 26TH ST		EVERETT	WA	98201
00483557800300	ECKBERG DANNY	2525 STATE ST	2525 STATE ST		EVERETT	WA	98201
00483557802400	CARBAUGH / PETERSEN	2516 HIGHLAND	2516 HIGHLAND ST		EVERETT	WA	98201
00483557802500	WALTHW BLAIR	2518 HIGHLAND	2518 HIGHLAND AVE		EVERETT	WA	98201
00483559502400	EVERGREEN MANOR INC	2601 SUMMIT	2601 SUMMIT AVE		EVERETT	WA	98201
00483559502600	EVERGREEN MANOR	2601 SUMMIT	2601 SUMMIT AVE		EVERETT	WA	98201
00515057902000	DOOLITTLE JOHN L & KIMBERLY E	2507 HIGHLAND	2507 HIGHLAND ST		EVERETT	WA	98201
00515657802100	BROWN DELAINEY N	2510 HIGHLAND	2510 HIGHLAND AVE		EVERETT	WA	98201
00515657802300	CARBAUGH/PETERSEN	2516 HIGHLAND	2516 HIGHLAND ST		EVERETT	WA	98201
00516858000700	JOSEPHSON MARTHA E	2711	2711 CALIFORNIA ST		EVERETT	WA	98201
00516858001700	STEWART JEFFREY B/CALLIE A	2502 HARRISON	2502 HARRISON AVE		EVERETT	WA	98201
00516858002100	GUNNETTE NICOLE R	2512 HARRISON	2512 HARRISON		EVERETT	WA	98201
00516858002700	ELLISON KERRY V	2522 HARRISON	2522 HARRISON AVE		EVERETT	WA	98201
00516858100600	HUANG ALVIN/ JIE YING	2517 HARRISON	2517 HARRISON AVE		EVERETT	WA	98201
00516858100800	MILLER LISA S	2515 HARRISON	2515 HARRISON AVE		EVERETT	WA	98201
00516859300700	EVANS MATT	2617 HARRISON	2617 HARRISON AVE		EVERETT	WA	98201
00516859300800	RAINWATER DOMINIC M	2615 HARRISON	2615 HARRISON AVE		EVERETT	WA	98201
00516859301400	UNDERWOOD MARJORIE F	2601 HARRISON	2601 HARRISON AVE		EVERETT	WA	98201
00516859301600	SMITH BEN C/LAURIE	2602	2602 CLEVELAND AVE		EVERETT	WA	98201
00516859302000	TEPKE MARY E	2610	2610 CLEVELAND AVE		EVERETT	WA	98201
00516859302100	CASEY JESSICA P	2612	2612 CLEVELAND AVE		EVERETT	WA	98201
00516859302200	RAMIREZ JUAN E	2614	2614 CLEVELAND		EVERETT	WA	98201
00516859400401	EVERGREEN MANOR	2601 SUMMIT	2601 SUMMIT AVE		EVERETT	WA	98201
00516859400402	EVERGREEN MANOR	2601 SUMMIT	2601 SUMMIT AVE		EVERETT	WA	98201

EVERGREEN RECOVERY CENTERS' SUMMIT CAMPUS
COMPREHENSIVE PLAN AMENDMENT AND REZONE APPLICATION
NOTIFICATION LIST OF PROPERTY OWNERS WITHIN 500'

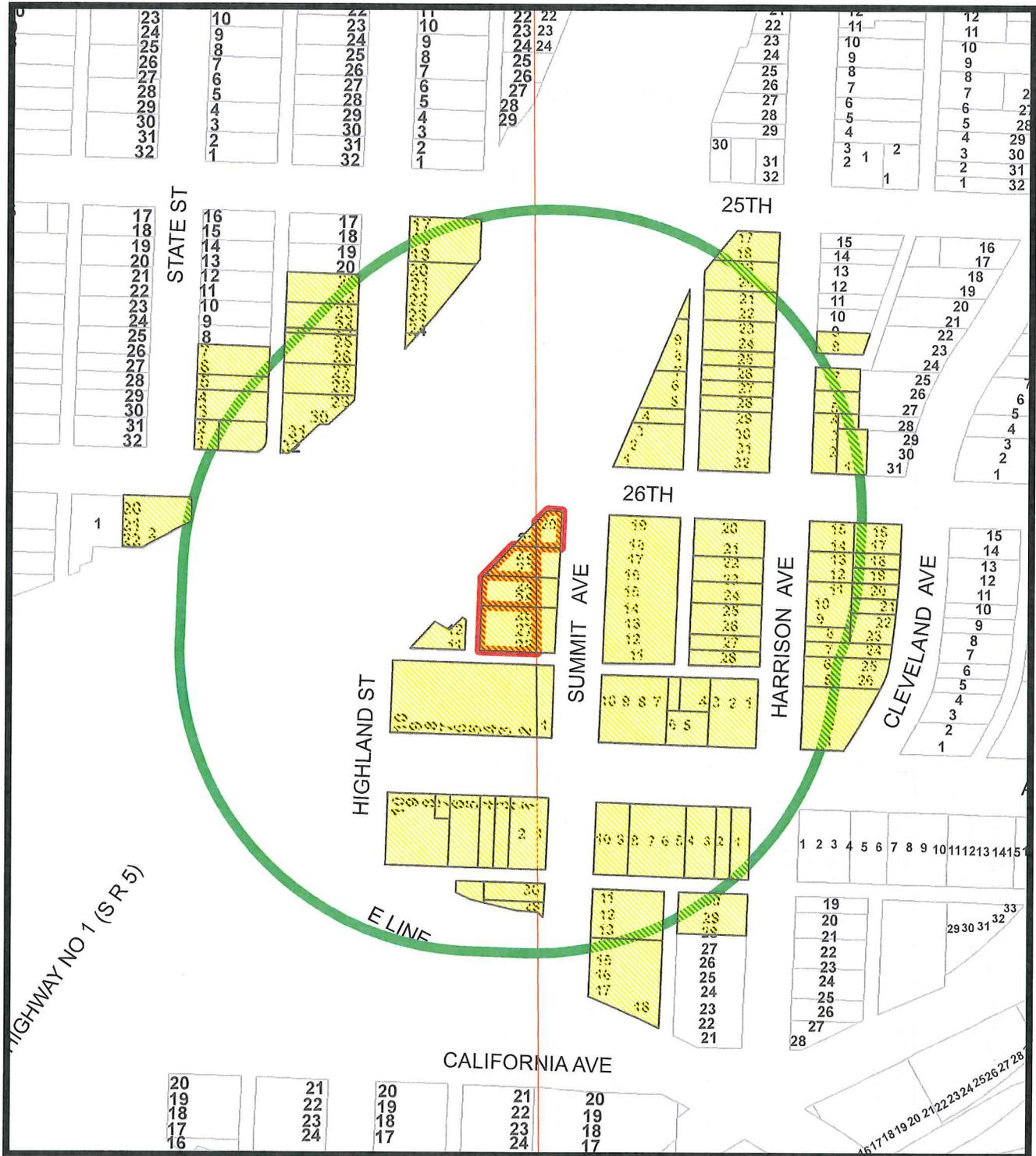
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00516859401100	EVERGREEN MANOR	2601 SUMMIT	2601 SUMMIT AVE		EVERETT	WA	98201
00516859402200	AVILEZ-PINA MARIA/AYALA-	2606 HARRISON	2606 HARRISON AVE		EVERETT	WA	98201
00516859402500	FISHER MATTHEW	2612 HARRISON	2612 HARRISON AVE		EVERETT	WA	98201
00516859402700	MATHEWSON DANIEL	2616 HARRISON	2616 HARRISON AVE		EVERETT	WA	98201
00516859402800	FUELL LOREN/PERRY SARA	2618 HARRISON	2618 HARRISON AVE		EVERETT	WA	98201
00516859502400	EVERGREEN MANOR INC	2601 SUMMIT	2601 SUMMIT AVE		EVERETT	WA	98201
00516859502600	EVERGREEN MANOR	2601 SUMMIT	2601 SUMMIT AVE		EVERETT	WA	98201
00516864200100	RIDDELL COMMERCIAL	2231 LOMBARD	2231 LOMBARD AVE		EVERETT	WA	98201
00516864203001	M E B MFG CO	3410 EVERETT	3410 EVERETT AVE		EVERETT	WA	98201
00562564300200	MILLER WILLIAM R	3520 EVERETT	3520 EVERETT AVE		EVERETT	WA	98201
00562564300300	MILLER WILLIAM R	3520 EVERETT	3520 EVERETT AVE		EVERETT	WA	98201
00516858000100	NORTH CONGREGATION OF	1321	1321 ROCKEFELLER AVE		EVERETT	WA	98201-1683
00516858000500	NORTH CONGREGATION OF	1321	1321 ROCKEFELLER AVE		EVERETT	WA	98201-1683
00516858002900	NORTH CONGREGATION OF	1321	1321 ROCKEFELLER AVE		EVERETT	WA	98201-1683
00483557800500	HIX BRUCE	2523 STATE ST	2523 STATE ST		EVERETT	WA	98201-3253
00516858100101	OLSON ARVIENE	3609 26TH ST	3609 26TH ST		EVERETT	WA	98201-3301
00516859301800	PAMPLONA JOEL RINCON & CRUZ-	2606	2606 CLEVELAND AVE		EVERETT	WA	98201-3304
00516859402000	CULL MICHAEL & CANDACE	2602 HARRISON	2602 HARRISON AVE		EVERETT	WA	98201-3308
00516859402300	WHITT KRISTINA	2610 HARRISON	2610 HARRISON AVE		EVERETT	WA	98201-3308
00516858100400	MILLER JAMES D	2521 HARRISON	2521 HARRISON AVE		EVERETT	WA	98201-3349
00516858100500	JAMES DAVID MILLER TRUSTEE OF	2521 HARRISON	2521 HARRISON AVE		EVERETT	WA	98201-3349
00516858002800	TAYLOR MARA L	2524 HARRISON	2524 HARRISON AVE		EVERETT	WA	98201-3350
00516859400100	EVERGREEN MANOR	3515 EVERETT	3515 EVERETT AVE		EVERETT	WA	98201-3816
00562564300100	MILLER WILLIAM	3520 EVERETT	3520 EVERETT AVE		EVERETT	WA	98201-3817
00516859300100	EVERETT RIVERSIDE LLC	5019	5019 CLAREMONT WAY		EVERETT	WA	98203-3321
00516864200400	SHUH LEASING LLC	5019	5019 CLAREMONT WAY		EVERETT	WA	98203-3321
00516864200500	SHUH LEASING LLC	5019	5019 CLAREMONT WAY		EVERETT	WA	98203-3321
00516864200701	SHUH LEASING LLC	5019	5019 CLAREMONT WAY		EVERETT	WA	98203-3321
00516864200702	SHUH LEASING LLC	5019	5019 CLAREMONT WAY		EVERETT	WA	98203-3321
00515057901700	LEE JASON	10620 21ST PL	10620 21ST PL W		EVERETT	WA	98204-3667
00483559500200	SHAFFER JAMES P & GRETCHEN C	PO BOX 1213	PO BOX 1213		EVERETT	WA	98206
00483559502000	EVERGREEN RECOVERY CENTERS	PO BOX 1213	PO BOX 12598		EVERETT	WA	98206

**EVERGREEN RECOVERY CENTERS' SUMMIT CAMPUS
 COMPREHENSIVE PLAN AMENDMENT AND REZONE APPLICATION
 NOTIFICATION LIST OF PROPERTY OWNERS WITHIN 500'**

parcel_number	orig_name	line_1_2	line_1	line_2	city	code_table_cd	zip_postal_code
00516859502001	EVERGREEN RECOVERY CENTERS		PO BOX 12598		EVERETT	WA	98206
00516864300500	ETJ LLC	PO BOX 1029	PO BOX 1029		EVERETT	WA	98206-1029
00516864301100	ETJ LLC	PO BOX 1029	PO BOX 1029		EVERETT	WA	98206-1029
00516864301400	ETJ LLC	PO BOX 1029	PO BOX 1029		EVERETT	WA	98206-1029
00562564302800	ETJ LLC	PO BOX 1029	PO BOX 1029		EVERETT	WA	98206-1029
00516859500100	SHAFFER JAMES P	PO BOX 1213	PO BOX 1213		EVERETT	WA	98206-1213
00483559702000	GARCES CARLOS	3427 GORIN	3427 GORIN DRIVE		EVERETT	WA	98208
00516858100102	GREENWOOD ELISABETH		P.O. BOX 3211		EVERETT	WA	98213
00483557802900	ARBAUGH FAMILY TRUST	2206 71ST AVE	2206 71ST AVE SE		LAKE STEVENS	WA	98258
00516864200300	MONZIONZ LLC	9713 8TH ST NE	9713 8TH ST NE		LAKE STEVENS	WA	98258-9465
00516858001900	RICHARDSON GRACE	3220 71ST AVE	3220 71ST AVE NE		MARYSVILLE	WA	98270
00516859301200	RICHARDSON GRACE	3220 71ST AVE	3220 71ST AVE NE		MARYSVILLE	WA	98270
00516858000400	NORTH CONGREGATION OF	8109 49TH AVE	8109 49TH AVE NE		MARYSVILLE	WA	98270-3574
00516858002300	BROWN JAMES L	4611 FOBES RD	4611 FOBES RD		SNOHOMISH	WA	98290
00516864300900	SHAMROCK VENTURES LLC	PO BOX 2318	PO BOX 2318		SNOHOMISH	WA	98291
00516859300500	MATTHEW THOMAS RUSSELL/TRACI	14603 W LK	14603 W LK GOODWIN RD		STANWOOD	WA	98292
00516858001100	WA STATE OF PARKS & REC	PO BOX 42650	WD-894/230		OLYMPIA	WA	98504
00483557802700	HECKERT CLAUDIA J	PO BOX 627	PO BOX 627		ALLYN	WA	98524

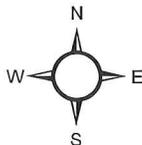
EVERGREEN RECOVERY CENTERS' SUMMIT CAMPUS
 COMPREHENSIVE PLAN AMENDMENT AND REZONE APPLICATION
 NOTIFICATION LIST MAP

EvergreenMap



Township: 29 Range: 5 Section: 20

-  Parcels
-  Selected Parcels
-  Parcel(s) of Interest
-  Mailing Radius (500 feet)
-  PLSS Grid



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Snohomish County

Application Provided by:
 Information Services/GIS
 Produced 12/6/2019