Everett City Council Agenda
12:30 P.M. March 23, 2016
City Council Chambers

Roll Call

Pledge of Allegiance

Approval of Minutes: March 16, 2016

Mayor's Comments

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Citizen Comments

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.)

(1) CB 1603-13 – 1st Reading – Adopt the Proposed Ordinance expanding the Multiple Family Property Tax Exemption Area, and amending Ordinance No. 2347-98, as amended (EMC Chapter 3.78) (3rd and final reading and public hearing on 4-6-16).

Documents: CB 1603-13.pdf

(2) CB 1603-14 – 1st Reading – Adopt the Proposed Ordinance creating a Special Improvement Project entitled "Kasch Park Multipurpose Fields 2 and 3- Replacement and Renovation," Fund 354, Program 049, to accumulate all costs for the Improvement Project. (3rd and final reading on 4-6-16).

Documents: CB 1603-14.pdf

PROPOSED ACTION ITEMS:

(3) CB 1603-12 – 2nd Reading – Adopt the Proposed Ordinance approving the appropriations of the 2016 revised City of Everett Budget and amending Ordinance No. 3470-15. (3rd and final reading on 3-30-16).

Documents: CB 1603-12.pdf

CONSENT ITEMS:

(4) Adopt Resolution No. ____ authorizing claims against the City of Everett in the amount of $1,807,546.48 for the period of March 5, 2016 through March 11, 2016.

Documents: res-79.pdf

(5) Adopt Resolution No. ____ authorizing payroll claims against the City of Everett in the amount of $3,631,963.05 for the period ending March 5, 2016.

Documents: payroll-55.pdf

(6) Approve the Special Use Request Application from Seattle Outboard Association to hold the Annual Silver Lake (Boating) Regatta on June 4, 2016.

Documents: Seattle Outboard.pdf

ACTION ITEMS:

(7) Authorize the Mayor to sign the Interlocal Agreement with the Mukilteo School District regarding school impact fee collection.

Documents: Impact fees.pdf

(8) Adopt Resolution declaring the City's intention to add a portion of the west side of the 2500 block of Wetmore Avenue to the Multiple Family Property Tax Exemption provisions of RCW Chapter 84.14, and setting April 6, 2016 as the date for a public hearing.

Documents: Wetmore.pdf

(9) Adopt Resolution setting a policy for travel and training expenditures for City Elected Officials, and repealing Resolution No. 4689.

Documents: Elected Travel.pdf

(10) Adopt Resolution authorizing recovery of abatement costs pursuant to EMC 1.20.090 at 10708 Holly Drive, Everett, Washington, in the amount of $2,627.08.

Documents: abatement.pdf

(11) Approve the Purchase of Police Vehicles from State Contract 03713 in the amount of $199,020.28 including Washington State Sales Tax.

Documents: police vehicles-2.pdf

(12) Authorize the Mayor to sign Senator Henry M. Jackson Park – Phase One Renovation Project Change Order #5 in the amount of $96,537.55 plus Washington State Sales tax

Documents: Jackson Park-3.pdf

(13) Authorize the Mayor to sign Change Order No. 1 with Thomco Construction for the Shore Avenue Strom Water Outfall Project in the amount of $226,831.52, including Washington State sales tax.

Documents: Thomco.pdf

(14) Authorize the Mayor to sign Change Order No. 2 with Interwest Construction for Sewer System Replacement and Capacity Improvements Sewer "M" in the amount of $1,002,259.68 including Washington State sales tax.

Documents: Interwest-2.pdf

(15) Authorize the Mayor to sign Supplement No. 5 with the Washington State Department of Transportation to the Grand Avenue Park Bridge Design contract extending the time for completion, at no additional cost to the City.

Documents: Grand.pdf

(16) Authorize the Mayor to sign Amendment No. 4 to the Interlocal Agreement with Snohomish County and the Snohomish Conservation District to extend the contract end date for an additional $84,105.00.

Documents: Conservation District-1.pdf

(17) Authorize the Mayor to sign Washington State Military Department Public Assistance Grant Agreement Amendment “A”, requesting an extended expiration date for Severe Winter Storm, Flooding, Landslides and Mudslides damage under Declaration Number FEMA 4056-DR-WA.

Documents: FEMA.pdf

(18) Authorize the Mayor to sign the Professional Services Agreement with Tetra Tech, Inc. to provide design services for the Supervisory Control and Data Acquisition Master Plan for utility operations in the amount of $120,970.00.

Documents: Tetra Tech-2.pdf

Executive Session

Adjourn

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EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
An Ordinance expanding the Multiple Family Property Tax Exemption Area, and Amending Ordinance No. 2347-98, as amended (EMC Chapter 3.78)

3/23/16	Briefing	COUNCIL BILL #	CB1603-13
	Proposed Action	Originating Department	Planning
	Consent	Contact Person	Allan Giffen
	Action	Phone Number	(425) 257-8725
3/23/16	First Reading	FOR AGENDA OF	March 23, 2016
3/30/16	Second Reading		March 30, 2016
4/6/16	Third Reading		April 6, 2016
4/6/16	Public Hearing		

Initialed by:
Department Head
CAA
Council President

Location	Preceding Action	Attachments	Department(s) Approval
A portion of the west side of the 2500 block of Wetmore Avenue	Rezone: October 21, 2015; Resolution setting public hearing: March 16, 2016 and concurrently	Ordinance, map	Planning, Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

In October, 2015 the City Council approved a Rezone of property located in the 2500 block of Wetmore Avenue as part of the Ten-Year Update of the Comprehensive Plan. This ordinance would expand the Multiple Family Property Tax Exemption program area to include the area that was rezoned.

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance expanding the Multiple Family Property Tax Exemption Area, and Amending Ordinance No. 2347-98, as amended (EMC Chapter 3.78).

ORDINANCE NO. _____

An Ordinance Expanding the Multiple Family Property Tax Exemption Area and Amending Ordinance No. 2347-98, as amended (EMC Chapter 3.78).

WHEREAS, the City Council finds the following:

1. The City established the Multiple Family Property Tax Exemption program in 1998 to encourage residential redevelopment in the downtown urban center, which has resulted in the construction of approximately 540 housing units in an area that had experienced little housing development in the preceding twenty years prior to the creation of the program.

2. RCW 84.14.010 defines areas eligible for designation as "urban centers" where the Multiple Family Property Tax Exemption is intended to be used to stimulate housing development in targeted areas where a mix of uses and adequate urban infrastructure exists.

3. The area originally defined as the "urban center" has been amended with the addition of the Everett Station area in 2007, and the Evergreen Way Mixed Use Overlay zones in 2012.

4. Adding the area south of downtown between 33rd Street and 36th Street and between Rucker Avenue and Colby Avenue will encourage the rehabilitation of an existing vacant and underutilized building for multifamily housing and create the opportunity for additional housing redevelopment near the downtown core.

WHEREAS, the City Council concludes the following:

1. The notice for the hearing has met the requirements of RCW 84.14.040.

2. The proposed amendments to EMC Chapter 3.78 will encourage the redevelopment of desirable residential housing in the area in close proximity to downtown.

3. The additional housing opportunity in the targeted area will assist in achieving the stated purposes of RCW 84.14.007, to a) encourage increased residential opportunities within the targeted area of the city, and b) stimulate the construction of rehabilitated multifamily housing that will increase and improve residential opportunities within the city's urban centers;

4. The proposed amendment is consistent with RCW Chapter 84.14.

5. The proposed amendment is in the best long term interests of the Everett community.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 15.A of Ordinance No. 2347-98, as amended (EMC 3.78.150.A), which reads as follows:

Urban center and residential targeted area designated.

A. Urban Center, Downtown Area. The area declared to be the downtown area urban center of the city of Everett is the area depicted on Exhibit A, a copy of which is attached to the ordinance codified in this chapter, which comprises portions of Sections 19, 20, 29 and 30 of T.29N., R.5E., W.M. situated in the city of Everett, Washington, and which is legally described as follows:

> Commencing at the intersection of the centerlines of Broadway and 33rd Street, which is the true POINT OF BEGINNING; THENCE east along the centerline of 33rd Street to its intersection with the northerly projection of the centerline of alley in Block 796, Everett Land Company's 1st Addition, according to the plat thereof recorded in Volume 3 of Plats, Page 20, records of Snohomish County, Washington; THENCE south along said centerline of the alley in said Block 796, and continuing south along said line and its projection to its intersection with the centerline of 36th Street; THENCE east along the centerline of 36th Street to its intersection with west line of the State Highway No. 5 (Interstate 5) right-of-way; Thence northeasterly along said west right-of-way line of State Highway No. 5 to its intersection with the centerline of the alley in Block 696, Swalwell's 2nd Addition, according to the plat thereof recorded in Volume 3 of Plats, Page 11, records of Snohomish County, Washington; Thence west along said alley centerline to its intersection with the east lot line of Lot 19, Block 693, Plat of Everett, Division I, according to the plat thereof recorded in Volume 5, Page 11, records of Snohomish County, Washington; Thence south along said line to the SE corner of said Lot 19; Thence west along said line and its westerly projection to the east line of Lot 1, Block 689, Plat of Everett, Division I; Thence north along said line to its intersection with the centerline of the alley in said Block 689; Thence west along said centerline to its intersection with the centerline of McDougall Avenue; Thence north along said centerline to its intersection with the east-west alley in Block 688, Plat of Everett, Division I; Thence west along said centerline to its intersection with the centerline of the north-south alley in said Block 688; Thence north along said centerline and its northerly projection to the centerline of Everett Avenue; Thence west along the centerline of Everett Avenue to its intersection with the centerline of Broadway; THENCE north along the centerline of Broadway to its intersection with the centerline of 26th Street; THENCE west along the centerline of 26th Street to its intersection with the southerly projection of the centerline of the alley located in Block 563 of Rucker's First Plat according to the plat thereof recorded in Volume 12 of Plats, Page 101, records of Snohomish County, Washington; THENCE north along the extended centerline and the centerline of said alley to its intersection with the easterly projection of the south line of Lot 14 of said Block 563; THENCE west along said projection and continuing west along the south line of said Lot 14 and the westerly projection thereof across

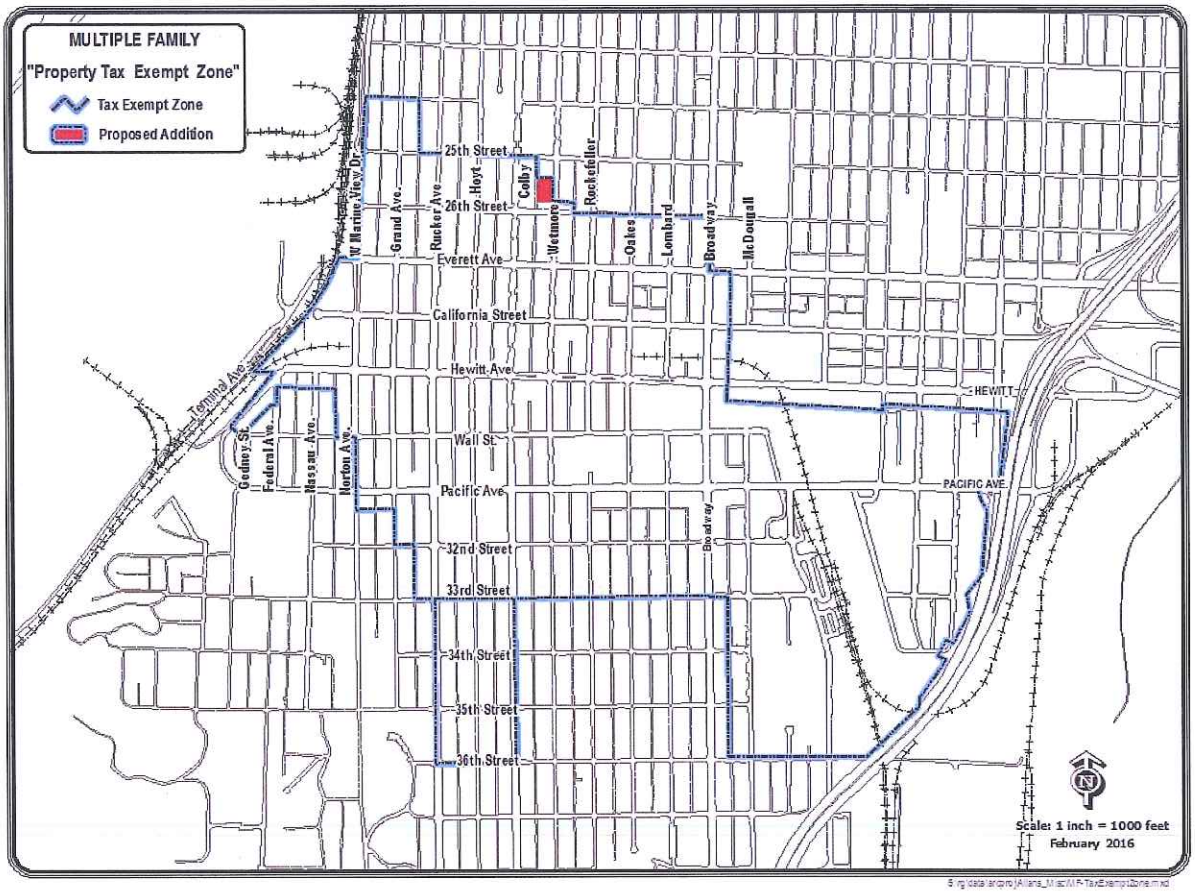
Wetmore Avenue and continuing west along the south line of Lot 19, Block 562 of said plat and the westerly projection thereof to its intersection with the centerline of the alley located in said Block 652; THENCE north along the centerline of said alley and the northerly projection thereof to its intersection with the centerline of 25th Street; THENCE west along the centerline of 25th Street to its intersection with the southerly projection of the centerline of the alley located in Block 555 of the Plat of Everett according to the plat thereof recorded in Volume 3 of Plats, Page 32, records of Snohomish County, Washington; THENCE north along the centerline of said alley and the northerly projection thereof to the centerline of 24th Street; THENCE west along the centerline of 24th Street to its intersection with the centerline of West Marine View Drive (a.k.a. Norton Avenue); THENCE south along the centerline of West Marine View Drive to its intersection with the centerline of Everett Avenue; THENCE west along the centerline of Everett Avenue to its intersection with BNSF right-of-way (formerly Great Northern Railroad right-of-way); THENCE southwesterly along said line to its intersection with the westerly projection of the centerline of Hewitt Avenue; THENCE east along the centerline of Hewitt Avenue to its intersection with the centerline of Bond Street; THENCE southwesterly along the centerline of Bond Street to its intersection with the centerline of Wall Street; THENCE southeasterly and east along the centerline of Wall Street to its intersection with the southwesterly projection of the centerline of the alley located in the Replat of Block 676, Division C, Plat of Everett, according to the plat thereof recorded in Volume 6 of Plats, Page 38, records of Snohomish County, Washington; THENCE northeasterly along said alley centerline to its intersection with the centerline of Federal Avenue; THENCE north along the centerline of Federal Avenue to its intersection with the westerly projection of the north line of Lot 6, Block 677, Division C, Plat of Everett, according to the plat thereof recorded in Volume 3 of Plats, Page 70, records of Snohomish County, Washington; THENCE east along said north line of Lot 6 across the alley of said Block 677 and continuing east along the north line of Lot 35 of said Block 677 easterly projection thereof across Nassau Street and continuing east along the north line of Lot 6, Block 678, Division C, Plat of Everett, to its intersection with the centerline of the alley located in said Block 678; THENCE south along said alley centerline and its projection to its intersection with the centerline of Wall Street; THENCE east along the centerline of Wall Street to its intersection with the centerline of West Marine View Drive; THENCE south along the centerline of West Marine View Drive to its intersection with the westerly projection of the north line of Lot 6, Block 733 of the Plat of Everett, Division H, according to the plat recorded in Volume 4 of Plats, Page 50, records of Snohomish County, Washington; THENCE east along the westerly projection of the north line of said Lot 6 across the alley of said Block 733 and continuing east along the north line of Lot 27 of said Block 733 and the easterly projection thereof to its intersection with the centerline of Grand Avenue; THENCE south along the centerline of Grand Avenue to its intersection with the centerline of 32nd Street; THENCE east along the centerline of 32nd Street to its intersection with the northerly projection of the centerline of the alley located in Block 770 of the Plat of Everett, Division H; THENCE south along said projection and continuing south along the centerline of the alley of said Block 770 and the southerly projection thereof to its intersection with the centerline of 33rd Street; THENCE west along the centerline of 33rd Street to its intersection with the centerline of Rucker Avenue; THENCE south along the centerline of Rucker Avenue to its intersection with the centerline of 36th Street; THENCE east along the centerline of 36th Street to its intersection with the centerline of Colby Avenue; THENCE north along the centerline of

Colby Avenue to its intersection with the centerline of 33rd Street; THENCE east along the centerline of 33rd Street to its intersection with the centerline of Broadway, and the POINT OF BEGINNING.

Is hereby amended to read as follows:

Commencing at the intersection of the centerlines of Broadway and 33rd Street, which is the true POINT OF BEGINNING; THENCE east along the centerline of 33rd Street to its intersection with the northerly projection of the centerline of alley in Block 796, Everett Land Company's 1st Addition, according to the plat thereof recorded in Volume 3 of Plats, Page 20, records of Snohomish County, Washington; THENCE south along said centerline of the alley in said Block 796, and continuing south along said line and its projection to its intersection with the centerline of 36th Street; THENCE east along the centerline of 36th Street to its intersection with west line of the State Highway No. 5 (Interstate 5) right-of-way; Thence northeasterly along said west right-of-way line of State Highway No. 5 to its intersection with the centerline of the alley in Block 696, Swalwell's 2nd Addition, according to the plat thereof recorded in Volume 3 of Plats, Page 11, records of Snohomish County, Washington; Thence west along said alley centerline to its intersection with the east lot line of Lot 19, Block 693, Plat of Everett, Division I, according to the plat thereof recorded in Volume 5, Page 11, records of Snohomish County, Washington; Thence south along said line to the SE corner of said Lot 19; Thence west along said line and its westerly projection to the east line of Lot 1, Block 689, Plat of Everett, Division I; Thence north along said line to its intersection with the centerline of the alley in said Block 689; Thence west along said centerline to its intersection with the centerline of McDougall Avenue; Thence north along said centerline to its intersection with the east-west alley in Block 688, Plat of Everett, Division I; Thence west along said centerline to its intersection with the centerline of the north-south alley in said Block 688; Thence north along said centerline and its northerly projection to the centerline of Everett Avenue; Thence west along the centerline of Everett Avenue to its intersection with the centerline of Broadway; THENCE north along the centerline of Broadway to its intersection with the centerline of 26th Street; THENCE west along the centerline of 26th Street to its intersection with the southerly projection of the centerline of the alley located in Block 563 of Rucker's First Plat according to the plat thereof recorded in Volume 12 of Plats, Page 101, records of Snohomish County, Washington; THENCE north along the extended centerline and the centerline of said alley to its intersection with the easterly projection of the south line of Lot 14 of said Block 563; THENCE west along said projection and continuing west along the south line of said Lot 14 and the westerly projection thereof to its intersection with the centerline of ~~across~~ Wetmore Avenue, thence north along the centerline of Wetmore Avenue to its intersection with the easterly projection of the south line of Lot 27 of Block 562 of Rucker's First Plat according to the plat thereof recorded in Volume 12 of Plats, Page 101, records of Snohomish County, Washington; thence west along said projection and said south line of Lot 27 ~~and continuing west along the south line of Lot 19, Block 562 of said plat~~ and the westerly projection thereof to its intersection with the centerline of the alley located in said Block ~~652~~562; THENCE north along the centerline of said alley and the northerly projection thereof to its intersection with the centerline of 25th Street; THENCE west along the centerline of 25th Street to its intersection with the southerly projection of the centerline of the alley located in Block 555 of the Plat of Everett according to the plat thereof

recorded in Volume 3 of Plats, Page 32, records of Snohomish County, Washington; THENCE north along the centerline of said alley and the northerly projection thereof to the centerline of 24th Street; THENCE west along the centerline of 24th Street to its intersection with the centerline of West Marine View Drive (a.k.a. Norton Avenue); THENCE south along the centerline of West Marine View Drive to its intersection with the centerline of Everett Avenue; THENCE west along the centerline of Everett Avenue to its intersection with BNSF right-of-way (formerly Great Northern Railroad right-of-way); THENCE southwesterly along said line to its intersection with the westerly projection of the centerline of Hewitt Avenue; THENCE east along the centerline of Hewitt Avenue to its intersection with the centerline of Bond Street; THENCE southwesterly along the centerline of Bond Street to its intersection with the centerline of Wall Street; THENCE southeasterly and east along the centerline of Wall Street to its intersection with the southwesterly projection of the centerline of the alley located in the Replat of Block 676, Division C, Plat of Everett, according to the plat thereof recorded in Volume 6 of Plats, Page 38, records of Snohomish County, Washington; THENCE northeasterly along said alley centerline to its intersection with the centerline of Federal Avenue; THENCE north along the centerline of Federal Avenue to its intersection with the westerly projection of the north line of Lot 6, Block 677, Division C, Plat of Everett, according to the plat thereof recorded in Volume 3 of Plats, Page 70, records of Snohomish County, Washington; THENCE east along said north line of Lot 6 across the alley of said Block 677 and continuing east along the north line of Lot 35 of said Block 677 easterly projection thereof across Nassau Street and continuing east along the north line of Lot 6, Block 678, Division C, Plat of Everett, to its intersection with the centerline of the alley located in said Block 678; THENCE south along said alley centerline and its projection to its intersection with the centerline of Wall Street; THENCE east along the centerline of Wall Street to its intersection with the centerline of West Marine View Drive; THENCE south along the centerline of West Marine View Drive to its intersection with the westerly projection of the north line of Lot 6, Block 733 of the Plat of Everett, Division H, according to the plat recorded in Volume 4 of Plats, Page 50, records of Snohomish County, Washington; THENCE east along the westerly projection of the north line of said Lot 6 across the alley of said Block 733 and continuing east along the north line of Lot 27 of said Block 733 and the easterly projection thereof to its intersection with the centerline of Grand Avenue; THENCE south along the centerline of Grand Avenue to its intersection with the centerline of 32nd Street; THENCE east along the centerline of 32nd Street to its intersection with the northerly projection of the centerline of the alley located in Block 770 of the Plat of Everett, Division H; THENCE south along said projection and continuing south along the centerline of the alley of said Block 770 and the southerly projection thereof to its intersection with the centerline of 33rd Street; THENCE west along the centerline of 33rd Street to its intersection with the centerline of Rucker Avenue; THENCE south along the centerline of Rucker Avenue to its intersection with the centerline of 36th Street; THENCE east along the centerline of 36th Street to its intersection with the centerline of Colby Avenue; THENCE north along the centerline of Colby Avenue to its intersection with the centerline of 33rd Street; THENCE east along the centerline of 33rd Street to its intersection with the centerline of Broadway, and the POINT OF BEGINNING.



Section 2. **Severability.** Should any section, paragraph, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulations, this shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. **Conflict.** In the event there is a conflict between the provisions of this Ordinance and any other City ordinance, the provisions of this Ordinance shall control.

Section 4. **Corrections.** 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 number and any references thereto.

Section 5. **General Duty.** 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.

_____
Ray Stephanson, Mayor

ATTEST:

_____
CITY CLERK

Passed:_____

Valid:_____

Published:_____

Effective Date:_____

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
An Ordinance creating a special improvement project entitled "Kasch Park Multipurpose Fields 2 and 3 - Replacement and Renovation", Fund 354, Program 049, to accumulate all costs for the improvement project

	Consent
	Action
3/23	First Reading
3/30	Second Reading
4/6	Third Reading
	Public Hearing

COUNCIL BILL #	CB1603-14
Originating Department	Parks
Contact Person	Lori Cummings
Phone Number	425-257-8353
FOR AGENDA OF	March 23, 2016

Initialed by:
Department Head
CAA db
Council President

Location	Preceding Action	Attachments	Department(s) Approval
8800 Airport Road	Grant Agreement & Bid Call: November 4, 2015; Amendment to Project Agreement: January 27, 2016	Ordinance	Administration, Parks

Amount Budgeted	$3,450,000	CIP 3 ($2,700,000); Washington Wildlife & Recreation Program ($500,000); Washington Youth Athletic Facilities Program ($250,000)
Expenditure Required		Account Number(s): Fund 354, Program 049
Budget Remaining		
Additional Required		

DETAILED SUMMARY STATEMENT:

City Council authorized a call for bids on November 4, 2015 for the replacement of synthetic turf and renovation of soccer fields 2 and 3 to multipurpose athletic fields at Kasch Park. In 2012, Field 1 was renovated into a multi-purpose field with new synthetic turf. Today, fields 2 and 3 are heavily worn, drain poorly, and are professionally assessed as five years past their useful life. In addition to synthetic turf replacement, the project includes drainage system renovation, upgrades to lighting, accessibility improvements, netting to act as an inter-field safety barrier, and field markings for multiple sports.

The Washington State Recreation and Conservation Office awarded a grant for this project in the amount of $500,000 from the Washington Wildlife and Recreation Program and $250,000 from the Youth Athletic Facilities Program.

RECOMMENDATION:

Adopt an Ordinance creating a special improvement project entitled "Kasch Park Multipurpose Fields 2 and 3 – Replacement and Renovation," Fund 354, Program 049, to accumulate all costs for the improvement project.

ORDINANCE NO. _____

AN ORDINANCE creating a special improvement project entitled "Kasch Park Multipurpose Fields 2 and 3 – Replacement and Renovation", Fund 354, Program 049, to accumulate all costs for the improvement project.

WHEREAS, the City of Everett is committed to a planned parks capital improvement program as a part of the City of Everett Parks & Recreation Comprehensive Plan; and

WHEREAS, Kasch Park soccer fields 2 and 3 are five years past the end of their useful life; and

WHEREAS, the City of Everett is requesting funding approval for the utilization of Capital Improvement Program 3 (CIP 3) to construct the replacement and renovation of Kasch Park fields 2 and 3;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1:

A special improvement project is hereby established as Fund 354, Program 049, and shall be entitled "Kasch Park Multipurpose Fields 2 and 3 – Replacement and Renovation" to accumulate all costs for the improvement project.

Section 2:

Authorization is hereby given to accumulate costs and distribute payments from Fund 354, Program 049, for the improvement project.

Section 3:

Authorization is hereby granted to the Parks and Recreation Director, under the 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 $3,250,000 is hereby appropriated to Fund 354, Program 049, "Kasch Park Multipurpose Fields 2 and 3 – Replacement and Renovation" as follows:

A. Estimated Project Costs	
Construction	$3,450,000
Total Estimated Costs	**$3,450,000**

B. Source of Funds	
Fund 154 – CIP 3	$2,700,000
Washington State Recreation & Conservation Office	$ 750,000
Total Estimated Funds	**$3,450,000**

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

Section 5:

The City Treasurer of the City of Everett is hereby authorized to negotiate a reasonable rate of interest and obtain temporary financing to satisfy interim construction costs. Temporary financing shall be redeemed as soon as reimbursement is received.

Section 6: Severability

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

_____
Ray Stephanson, Mayor

ATTEST:

_____
City Clerk

Passed:
Valid:
Published:
Effective Date

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
An Ordinance approving the appropriations of the 2016 revised City of Everett Budget and amending Ordinance No. 3470-15.

3/16/16	Briefing	COUNCIL BILL #	CB1603-12
	Proposed Action	Originating Department	Finance
	Consent	Contact Person	Susy Haugen
	Action	Phone Number	257 - 8612
3/16/16	First Reading	FOR AGENDA OF	3/16, 3/23, 3/30
3/23/16	Second Reading		
3/30/16	Third Reading		
	Public Hearing		
	Budget Advisory	Initialed by:	
		Department Head	
		CAA	
		Council President	

Location	Preceding Action	Attachments	Department(s) Approval
		Attachment A	

Amount Budgeted	$324,765,043	
Expenditure Required	$344,605,661	Account Number(s): See Attachment A
Budget Remaining	-0-	
Additional Required	$19,840,618	

DETAILED SUMMARY STATEMENT:
The proposed ordinance amends the City of Everett 2016 Operating Budget as noted below.

- General Government re-appropriations. Increases the expenditure budget by $2,257,236, the revenue budget by $260,055, and the beginning fund balance by $1,997,181.
- General Government amendments. Increases the expenditure budget by $11,942,621, increases the revenue budget by $190,254, and decreases the ending fund balance by $11,752,367.
- Non-General Government re-appropriations. Increase expenditure budgets by $2,536,761, revenue budgets by $90,771 and beginning fund balances by $2,445,990.
- Non-General Government amendments. Increases expenditure budgets by $3,104,000, revenue budgets by $104,000 and decreases ending fund balances by $3,000,000.

RECOMMENDATION (Exact action requested of Council):
Adopt an ordinance approving the appropriations of the 2016 revised City of Everett Budget and amending Ordinance No. 3470-15.

ORDINANCE NO. _____

AN ORDINANCE approving the appropriations of the 2016 revised City of Everett budget and amending Ordinance No. 3470-15.

WHEREAS, the City Council has reviewed the amended budget appropriations and information which was made available; and approves the appropriation of local, state, and federal funds and the increase or decrease from previously approved programs within the 2016 Budget; and

WHEREAS, the applications of funds have been identified;

NOW, THEREFORE, the City of Everett does ordain that Ordinance No. 3470-15 is hereby amended by the amendments shown on Attachment A, which is incorporated by reference, which amendments shall be made to the 2016 Budget with a total increased appropriation amount of $19,840,618.

	Beginning Fund Balance and 2016 Revenues	Expenditures	Ending Fund Balance
2016 Original Budget	$ 499,760,249	$ 324,765,043	$ 174,995,206
Budget Amendment #1	5,088,251	19,840,618	(14,752,367)
2016 Amended Budget	$ 504,848,500	$ 344,605,661	$ 160,242,839

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed:
Valid:
Published:
Effective Date:

2016 BUDGET ADJUSTMENTS for Budget Amendment # 1

General Government Reappropriations

	Fund	Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
			Increase/(Decrease)			
GGR-1	Planning	EPA Brownsfileds Grant		129,672	129,672	-
GGR-2	Planning	Historic Preservation Grant		10,000	10,000	-
GGR-3	Police	Homeland Security Grant		10,514	10,514	-
GGR-4	Labor Relations	Responsive Management Training	17,850		17,850	-
GGR-5	Police	Ammunition and Computer Software	26,966		26,966	-
GGR-6	Parks	Park Projects	68,916		68,916	-
GGR-7	Conference Center	Ballroom Lighting	30,000		30,000	-
GGR-8	Municipal Arts	Municipal Arts Program Projects	32,300		32,300	-
GGR-9	Administration	Transportation Consultant	35,000		35,000	-
GGR-10	Municipal Arts	1% for Arts Program	180,200		180,200	-
GGR-11	GenGov Special Projects	GenGov Special Projects	376,810	109,869	486,679	-
GGR-12	Street Improvements	Street Projects	579,139		579,139	-
GGR-13	Non-Dept Gen Fund	Labor Contingency	650,000		650,000	-
		Total General Government Reappropriations	**1,997,181**	**260,055**	**2,257,236**	**-**

General Government Amendments

	Fund	Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
			Increase/(Decrease)			
GGA-1	Police	Homeland Security Grant		14,486	14,486	-
GGA-2	Police	Traffic Safety Commission Grant		13,100	13,100	-
GGA-3	Police	FY15 STOP Violence Grant		32,170	32,170	-
GGA-4	Fire	Homeland Security Grant		63,473	63,473	-
GGA-5	Non-Dept General Fund	Wall Street Building Security			62,000	(62,000)
GGA-6	Administration	Graphic Design Support			5,000	(5,000)
GGA-7	Administration	Administrative Assistant			58,705	(58,705)
GGA-8	Finance	Administrative Coordinator		67,025	67,025	-
GGA-9	Fire	Assistant Fire Chief (temporary)			154,360	(154,360)
GGA-10	Non-Dept General Fund	Reclass Streets Initiative set aside			(1,000,000)	
GGA-10	Non-Dept General Fund	Reclass Streets Initiative set aside			262,700	
GGA-10	Police	Reclass Streets Initiative set aside			648,093	
GGA-10	Legal	Reclass Streets Initiative set aside			89,207	
GGA-11	Administration	Government Affairs Director transition			21,650	(21,650)

General Government Amendments (continued)

Fund	Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
		Increase/(Decrease)			
GGA-12 Administration	Staff Re-organization			183,708	(183,708)
GGA-12 Neighborhoods	Staff Re-organization			(152,392)	152,392
GGA-12 Parks	Staff Re-organization			(155,426)	155,426
GGA-13 Administration	Retirement Payout			51,600	(51,600)
GGA-13 Neighborhoods	Retirement Payout			26,400	(26,400)
GGA-14 Non-Dept General Fund	City Intranet			42,000	(42,000)
GGA-15 Planning	Assisted Hearing System			16,000	(16,000)
GGA-16 Non-Dept General Fund	Prefund 2017 Expenditures			6,358,762	(6,358,762)
GGA-17 Non-Dept General Fund	Reserve Contributions			5,080,000	(5,080,000)
	Total General Government Amendments	**-**	**190,254**	**11,942,621**	**(11,752,367)**

Non-General Government Reappropriations

	Fund	Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
			Increase/(Decrease)			
NGR-1	Criminal Justice	2013 Justice Assistance Grant		5,619	5,619	-
NGR-2	Criminal Justice	2014 Justice Assistance Grant		15,148	15,148	-
NGR-3	Criminal Justice	2015 Justice Assistance Grant		70,004	70,004	-
NGR-4	Motor Vehicle Division	Vehicle Purchases	919,395		919,395	-
NGR-5	CIP 3	Park & Street Projects	999,869		999,869	-
NGR-6	CIP 4	General Gov't. Capital Project	100,000		100,000	-
NGR-7	Criminal Justice	Equipment Replacement	426,726		426,726	-
		Total Non-General Government Reappropriations	**2,445,990**	**90,771**	**2,536,761**	**-**

Non-General Government Amendments

	Fund	Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
			Increase/(Decrease)			
NGA 1	CIP 3	Parks Projects			500,000	(500,000)
NGA 2	CIP 4	General Gov't. Capital Project			2,500,000	(2,500,000)
NGA 3	Property Management Fund	Wall Street Building Security		62,000	62,000	-
NGA 4	Computer Reserve	City Intranet		42,000	42,000	-
		Total Non-General Government Amendments	**-**	**104,000**	**3,104,000**	**(3,000,000)**

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGR-1	Planning	Re-approp - EPA Brownfields Grant	021R		129,672	
GGR-1	General Fund	Re-approp - EPA Brownfields Grant	002R	129,672		

The City applied for and received a grant in 2013 from the US Environmental Protection Agency (EPA) in the amount of $400,000 to conduct Phase I and Phase II Environmental Site Assessments (ESAs) and cleanup/redevelopment planning at Brownfield sites located within the City.

On August 28, 2013, City Council authorized a request for qualifications (RFQ) to support various grant related activities to include community outreach, site inventory, assessment, prioritization and cleanup planning. A professional services contract was awarded in December 2013 to cover the three year grant period.

This re-appropriation carries forward the remaining grant funds of $129,672.

Increase grant revenue	002	3316681800		129,672
Increase professional services	021	5010455410	129,672	

	Department		Code	Rev	Exp	FB
GGR-2	Planning	Re-approp - Historic Preservation Grant	021R		10,000	
GGR-2	General Fund	Re-approp - Historic Preservation Grant	002R	10,000		

The City was awarded a $10,000 State of Washington Department of Archeology and Historic Preservation grant in 2015. Funds will be used to hire a consultant to produce historic property inventory forms for properties in the Claremont Heights plat of the Claremont Neighborhood. This agreement was approved by Council at the September 15, 2015, Council meeting.

This re-appropriation carries forward the full $10,000 as no funds were spent in 2015.

Increase grant revenue	002	3331590436		10,000
Increase professional services	021	5010436410	10,000	

	Department		Code	Rev	Exp	FB
GGR-3	Police	Re-approp - Homeland Security Grant	031R		10,514	
GGR-3	General Fund	Re-approp - Homeland Security Grant	002R	10,514		

The U.S. Department of Homeland Security Urban Area Security Initiative and Snohomish County Department of Emergency Management are providing funds to enhance the capability of state and local governments to make measurable progress toward meeting the National Preparedness Guidelines. This $155,330 grant was provided to purchase specialized equipment necessary for response and assistance with hazardous incidents. Council approved acceptance of this grant at the May 13, 2015, Council meeting.

This re-appropriation carries forward the remaining grant funds of $10,514.

Increase grant revenue	002	3339707203		10,514
Increase equipment budget	031	5320000350	10,514	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGR-4	Labor Relations	Re-approp - Responsive Mgmt Training	007R		17,850	
GGR-4	General Fund	Re-approp - Responsive Mgmt Training	002R	17,850		

The City contracted with Richard Baron, Responsive Management Systems, to provide Line-level Workgroup Conflict Intervention for the Facilities Department. The effective date of the contract was December 1, 2015, with a completion date of June 30, 2016.

This re-appropriation carries forward the remaining contract balance of $17,850.

Increase beginning fund balance	002	3080000000		17,850
Increase professional services	007	5000000410	8,925	
Increase professional services	007	5010000410	8,925	

	Department		Code	Rev	Exp	FB
GGR-5	Police	Re-approp - Ammunition and Software	031R		26,966	
GGR-5	General Fund	Re-approp - Ammunition and Software	002R	26,966		

This re-appropriation carries forward $26,966 for supplies and equipment ordered in 2015 but not received by year-end. These orders include $2,416 for ammunition and $24,550 for a Forensic Recovery of Evidence computer system.

Increase beginning fund balance	002	3080000000		26,966
Increase supplies	031	5400005310	2,416	
Increase equipment	031	5320000350	24,550	

	Department		Code	Rev	Exp	FB
GGR-6	Parks	Re-approp - Park Projects	101R	68,916	68,916	

This re-appropriation carries forward a total of $68,916 for several Parks Department projects. Purchase orders or professional services contracts for the projects listed below were initiated in 2015, but the projects were not completed prior to year-end.

- Bayside Park Overlook Security Improvements - $33,779
- Kasch Park Soccer Fields Lighting (re-lamping) - $34,597
- Enamel rubber paint for swim center - $540

Increase beginning fund balance	101	3080000000		68,916
Increase supplies	101	5521000000310	540	
Increase repairs & maint	101	5521000000480	68,376	

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2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGR-7	Conference Center	Re-approp - Ballroom Lighting	114R	30,000	30,000	

The Edward D. Hansen conference center is replacing its lighting system in the ballrooms. This re-appropriation carries forward $30,000 for this project.

Increase beginning fund balance	114	3080000000		30,000
Increase repairs & maintenance budget	114	5010000480	30,000	

	Department		Code	Rev	Exp	FB
GGR-8	Municipal Arts	Re-approp - Municipal Arts Program Projects	112R	32,300	32,300	

This re-appropriation carries forward $32,300 for the Municipal Arts Program projects listed below. Professional service agreements were initiated in 2015 but the projects were not completed by year-end.

- Repair damaged historical Jacobsen mural at downtown library - $23,225
- Design and coordinate fabrication/installation of two historical displays in the lobby of City Hall - $9,075

Increase beginning fund balance	112	3080000100		32,300
Increase professional services	112	5103307410	32,300	

	Department		Code	Rev	Exp	FB
GGR-9	Administration	Re-approp - Transportation Consultant	004R		35,000	
GGR-9	General Fund	Re-approp - Transportation Consultant	002R	35,000		

This re-appropriation carries forward $35,000, the remaining balance of a professional services agreement entered into in 2015, for consultant services on light rail systems, transit, and transportation in the City of Everett.

Increase beginning fund balance	002	3080000000		35,000
Increase professional services	004	5550000410	35,000	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGR-10	Municipal Arts	Re-approp - 1% for Arts Program	112R	180,200	180,200	

This re-appropriation carries forward the available 1% for Arts funds for expenditure in 2016. Projects include commissioning artwork for the municipal court.

Increase beginning fund balance	112	3080000200		101,100
Increase beginning fund balance	112	3080000210		79,100
Increase professional services - 1% for Arts General	112	5200201410	101,100	
Increase professional services - 1% for Arts Transit	112	5210211410	79,100	

	Department		Code	Rev	Exp	FB
GGR-11	GenGov Special Projects	Re-approp - Gen Gov Special Projects	115R	486,679	486,679	

This re-appropriation carries forward funds that were set aside for specific General Government special projects.

Projects include:
- $12,931 for the remaining GTS site clean up and monitoring
- $134,383 for the US2 route development project
- $114,365 for outside consultants related to the budget restructure effort
- $225,000 for landslide repairs (Narbeck Creek area)

Increase beginning fund balance	115	3080000000		376,810
Increase transfers in from general fund	115	3970073002		109,869
Increase professional services	115	5710000410	352,296	
Increase intergovernmental payments	115	5730000510	134,383	

	Department		Code	Rev	Exp	FB
GGR-12	Street Improvements	Re-approp - Street Projects	119R	579,139	579,139	

This re-appropriation carries forward the remaining 2015 budgeted Street Improvement funds to 2016 for street improvement projects. The source of these funds is an allocated share of the motor vehicle fuel tax from Washington State and a General Fund allocation. These funds are used for arterial street projects, sidewalk replacements, parking improvements, traffic accident repairs, non-motorized improvements, traffic signal projects, capital project grant matching funds, and the overlay program.

Increase beginning fund balance	119	3080000000		579,139
Increase construction budget	119	5524000953650	579,139	

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2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGR-13	Non-Dept Gen Govt	Re-approp - Labor Contingency	009R		650,000	
GGR-13	General Fund	Re-approp - Labor Contingency	002R	650,000		

This re-appropriation proposes to carry forward $650,000 in contingency funds that were set aside in 2015 for labor contract settlements.

Increase beginning fund balance	002	3080000000		650,000
Increase non-departmental expenditure budget	009	5000068110	650,000	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-1	Police	Amendment - Homeland Security Grant	031A		14,486	
GGA-1	General Fund	Amendment - Homeland Security Grant	002A	14,486		

The U.S. Department of Homeland Security Urban Area Security Initiative and Snohomish County Department of Emergency Management grant award, discussed in GGR-3, was amended to provide an additional $14,486 for the Snohomish County/Everett Police Region One SWAT team with a specialized vehicle for enhancing responder safety and assistance capabilities.

Council approved the grant amendment at the December 23, 2015, Council meeting.

Increase grant revenue	002	3339707203		14,486
Increase equipment budget	031	5320000350	14,486	

	Department		Code	Rev	Exp	FB
GGA-2	Police	Amendment - Traffic Safety Grant	031A		13,100	
GGA-2	General Fund	Amendment - Traffic Safety Grant	002A	13,100		

The Washington State Traffic Safety Commission is providing funds to Snohomish County law enforcement agencies to conduct high visibility enforcement traffic safety emphasis patrols in support of Target Zero Team priorities. The 2015-2016 memorandum of understanding (MOU) with the Washington Traffic Safety Commission sets forth the requirements of the Everett Police Department to participate in the project and receive the allotted funding. The allocation is $3,000 for impaired driving enforcement, $1,600 for seat belt enforcement, $1,000 for distracted driving enforcement, $5,500 in flex funding for any of the aforementioned, and $2,000 for motorcycle safety enforcement.

Council authorized the Mayor to sign the 2015-2016 MOU at the December 2, 2015, Council meeting.

Increase grant revenue	002	3332060131		13,100
Increase overtime budget	031	5220000120	13,100	

	Department		Code	Rev	Exp	FB
GGA-3	Police	Amendment - STOP Violence Grant	031A		32,170	
GGA-3	General Fund	Amendment - STOP Violence Grant	002A	32,170		

The Everett Police Department has been awarded funds from the STOP Violence Against Women Formula Grant program since 1997. The fiscal year 2015 agreement with the State Department of Commerce relates to use of grant program funding to improve the criminal justice and community response to violence against women in Snohomish County. The grant funds will be used for law enforcement training on this issue.

Council approved this grant contract at the September 30, 2015, Council meeting.

Increase grant revenue	002	3331657001		32,170
Increase professional services budget	031	5920000520	32,170	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-4	Fire	Amendment - Homeland Security Grant	032A		63,473	
GGA-4	General Fund	Amendment - Homeland Security Grant	002A	63,473		

The Department of Homeland Security Emergency Management Performance Grant funds are allocated to jurisdictions to support their local emergency management operating budget in an effort to enhance their programs. This award, in the amount of $63,473, requires a fifty percent match of non-federal origin. The Fire department's operating budget meets this requirement.

Council approved acceptance of this grant at the December 9, 2015, Council meeting.

Increase grant revenue	002	3339704205		63,473
Increase salaries	032	5150001110	48,825	
Increase benefits	032	5150001210	14,648	

	Department		Code	Rev	Exp	FB
GGA-5	Non-Dept Gen Govt	Amendment - WSB Security	009A		62,000	
GGA-5	General Fund	Amendment - WSB Security	009A			(62,000)

This amendment proposes to increase the General Government Non-Departmental transfer out budget by $62,000. Funds will be transferred to the Property Management Fund to provide security guard services at the Wall Street Building. Please see NGA-3 for additional information.

Increase transfers out	009	5000146550	62,000	
Decrease ending fund balance	009	5980000490		62,000

	Department		Code	Rev	Exp	FB
GGA-6	Administration	Amendment - Graphic Design Support	004A		5,000	
GGA-6	General Fund	Amendment - Graphic Design Support	009A			(5,000)

This amendment provides additional funding for external graphic design support. The communications office uses outside graphics support for website graphics, event materials, and advertising, as well as coordinates and manages graphic design support for departments that don't have dedicated internal graphic designers, including the animal shelter and senior center.

Increase professional services	004	5500000410	5,000	
Decrease ending fund balance	009	5980000490		5,000

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-7	Administration	Amendment - Administrative Assistant	004A		58,705	
GGA-7	General Fund	Amendment - Administrative Assistant	009A			(58,705)

This amendment provides funding for a new Administrative Assistant position for Administration. The position will support the City's websites (external website and intranet) and the City's online tourism efforts (website and social media). Responsibilities will include developing and implementing an online strategy and content for the City's tourism initiatives, providing project management support for new cross-departmental web tools such as online payments, Request Tracker, Community Voice, and a mobile app. The position will also be responsible for training new staff, working with CivicPlus and IT to resolve issues, tracking and reporting on analytics for the City websites, and developing and disseminating website policies and best practice guidance.

Increase salaries	004	5500000110	42,540	
Increase benefits	004	5500000210	16,165	
Decrease ending fund balance	009	5980000490		58,705

	Department		Code	Rev	Exp	FB
GGA-8	Finance	Amendment - Administrative Coordinator	010A		67,025	
GGA-8	General Fund	Amendment - Administrative Coordinator	009A	67,025		

This amendment provides funding for a new Public Disclosure Coordinator position in the City Clerk's office. The additional position will allow the Deputy City Clerk to refocus attention on tax compliance work. The offset is an increase to B&O tax revenue.

Increase salaries	010	5110000110	47,870	
Increase benefits	010	5110000210	19,155	
Increase B&O Tax revenue	002	3161000000		67,025

	Department		Code	Rev	Exp	FB
GGA-9	Fire	Amendment - Assistant Fire Chief (temporary)	032A		154,360	
GGA-9	General Fund	Amendment - Assistant Fire Chief (temporary)	002A			(154,360)

This amentment provides funding for the addition of an Assistant Fire Chief as part of the Fire Department's succession planning efforts. This position will allow for the training, coaching, and mentoring essential for a smooth transition.

Increase salaries	032	5100000110	126,530	
Increase benefits	032	5100000210	27,830	
Decrease ending fund balance	009	5980000490		154,360

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-10	Police	Amendment - Streets Initiative Program	031A		648,093	
GGA-10	Legal	Amendment - Streets Initiative Program	003A		89,207	
GGA-10	Non-Dept Gen Govt	Amendment - Streets Initiative Program	009A		262,700	
GGA-10	Non-Dept Gen Govt	Amendment - Streets Initiative Program	009A		(1,000,000)	

This amendment reclasses the funds set aside for the Streets Initiative project from the Non-Departmental General Government budget to the Police and Legal department budgets. At the time the budget was developed the details of how the funds were be distributed were not available. The estimates have now been completed. The reclass of budget is for four entry level police officers, one sergeant and two social workers for the Police department, one Prosecutor for the Legal department, and funding for related police vehicles for the new staff.

Increase salaries & benefits - Police	031	5xxxxxxxxx	563,103	
Increase M&O - Police	031	5xxxxxxxxx	84,990	
Increase salaries & benefits - Legal	003	5200000110/210	83,150	
Increase M&O - Legal	003	520000049x	6,057	
Increase transfers out to MVD reserve for vehicles	009	5000001550	262,700	
Decrease special allocations	009	5000900494		1,000,000

	Department		Code	Rev	Exp	FB
GGA-11	Administration	Amendment - Government Affairs Director	004A		21,650	
GGA-11	General Fund	Amendment - Government Affairs Director	009A			(21,650)

This amendment provides the necessary budget for the Government Affairs Director position transition period of two months.

Increase salaries and benefits	004	5550000110	21,650	
Decrease ending fund balance	009	5980000490		21,650

	Department			Rev	Exp	FB
GGA-12	Administration	Amendment - Staff Re-organization	004A		183,708	
GGA-12	Neighborhoods	Amendment - Staff Re-organization	022A		(152,392)	
GGA-12	Parks	Amendment - Staff Re-organization	009A		(155,426)	
GGA-12	Non-Dept Gen Govt	Amendment - Staff Re-organization	101A			124,110

This amendment reclasses budget authority to account for the re-organization of positions within the General Government. Position changes include adding an Executive Director to Administration, eliminating an Assistant Parks Director position from Parks, and eliminating an Executive Administrator position from Neighborhoods.

Increase salaries and benefits - Administration	004	5200000110	183,708	
Decrease salaries and benefits - Neighborhoods	022	5010000110		152,392
Decrease salaries and benefits - Parks	101	5101010000110		155,426
Increase ending fund balance - General Fund	009	5980000490	124,110	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-13	Administration	Amendment - Retiree payouts	004A		51,600	
GGA-13	Neighborhoods	Amendment - Retiree payouts	022A		26,400	
GGA-13	General Fund	Amendment - Retiree payouts	009A			(78,000)

This amendment increases the Administration and Neighborhoods budgets for unbudgeted retirement payouts (vacation and sick leave).

Increase salaries and benefits - Administration	004	5550000110/210	51,600	
Increase salaries and benefits - Neighborhoods	022	5010000110/210	26,400	
Decrease ending fund balance	009	5980000490		78,000

	Department		Code	Rev	Exp	FB
GGA-14	Non-Dept Gen Govt	Amendment - City Intranet	009A		42,000	(42,000)

This amendment provides funding for a new City intranet website. Funds will be transferred from the General Fund to the Computer Reserve Fund where the project will be managed. Please see NGA-4 for additional information.

Increase transfers out	009	5803004990	42,000	
Decrease ending fund balance	009	5980000490		42,000

	Department		Code	Rev	Exp	FB
GGA-15	Planning	Amendment - Assisted Hearing System	021A		16,000	
GGA-15	Non-Dept Gen Govt	Amendment - Assisted Hearing System	009A			(16,000)

This amendment provides funding for an assisted hearing loop system in the Wall Street Building's 8th floor hearing room.

Increase professional services	021	5010000410	16,000	
Decrease ending fund balance	009	5980000490		16,000

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-16	Non-Dept Gen Govt	Amendment - Prefund 2017 Expenditures	009A		6,358,762	(6,358,762)

This amendment proposes to use 2015 under expenditures to prefund the 2017 Police and Fire LEOFF1 pension contributions in the amount of $2,678,914, and the 2017 insurance reserve contributions in the amount of $3,679,848.

Increase transfers out for 2017 LEOFF1 Police and Fire pensions	009	5000637550	2,678,914	
Increase transfers out for 2017 insurance contributions	009	5000026960	3,679,848	
Decrease ending fund balance	009	5980000490		6,358,762

	Department		Code	Rev	Exp	FB
GGA-17	Non-Dept Gen Govt.	Amendment - Reserve Contributions	009A		5,080,000	(5,080,000)

This amendment proposes to split the remaining fund balance, above the required 20% of projected revenues, between CIP 1 and CIP 4.

Increase transfers out	009	5001162550	2,540,000	
Increase transfers out	009	5004162550	2,540,000	
Decrease ending fund balance	009	5980000490		5,080,000

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
NGR-1	Criminal Justice	Re-approp - 2013 Justice Assistance Grant	156R	5,619	5,619	

The Police Department was awarded a $54,553 Edward Byrne Memorial Justice Assistance grant for the acquisition and implementation of law enforcement equipment. Council authorized acceptance of this award at the September 18, 2013, Council meeting. The $5,619 in remaining grant funds are expected to be spent prior to September 2016- the end of the grant period.

This re-appropriation carries forward the unspent grant funds to 2016.

Increase grant revenue	156	3311673863		5,619
Increase expenditure budget	156	5630000445	5,619	

	Department		Code	Rev	Exp	FB
NGR-2	Criminal Justice	Re-approp - 2014 Justice Assistance Grant	156R	15,148	15,148	

The Police Department was awarded an $85,687 Edward Byrne Memorial Justice Assistance grant for the acquisition and implementation of law enforcement equipment. Council authorized acceptance of this award at the August 20, 2014, Council meeting. The $15,148 in remaining grant funds are expected to be spent within the grant period, which ends September 2017.

This re-appropriation carries forward the unspent grant funds to 2016.

Increase grant revenue	156	3311673864		15,148
Increase expenditure budget	156	5640000410	15,148	

	Department		Code	Rev	Exp	FB
NGR-3	Criminal Justice	Re-approp - 2015 Justice Assistance Grant	156R	70,004	70,004	-

The Police Department was awarded a $69,834 Edward Byrne Memorial Assistance grant for the acquisition of law enforcement equipment and technology. Funds will be used for the Department's Workforce Telestaff upgrade. Council authorized acceptance of this award at the July 8, 2015, Council meeting.

This re-appropriation carries forward the unspent grant funds and interest to 2016.

Increase grant revenue	156	3311673865		70,004
Increase expenditures	156	5650000350	70,004	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
NGR-4	MVD	Re-approp - Vehicle & Equip. Purchases	126R	919,395	919,395	

This amendment re-appropriates funds for vehicles and equipment scheduled for replacement in 2015, but not received by year-end.

Engineering - personnel lift truck, service truck, and two staff cars - $38,458
Fire - ladder replacement - $789,059
Parks - cargo van and rescue boat- $91,878

Increase beginning fund balance	126	3080000000		919,395
Increase vehicle expenditures - Engineering	126	5200024640	38,458	
Increase vehicle expenditures - Fire	126	5200032640	789,059	
Increase vehicle expenditures - Parks	126	5200101640	91,878	

	Department		Code	Rev	Exp	FB
NGR-5	CIP 3	Re-approp - Park & Street Projects	154R	999,869	999,869	

This amendment re-appropriates CIP 3 funds for Council approved Park and Street projects that were not completed by December 31, 2015.

Park Projects include:
- Downtown Area Sustainable Maint Renovation - $3,000
- Gateways Sustainable Maint Renovation - $42,000
- Jackson Park New MP Improvements - $250,000
- Howarth Park Pedestrian Bridge Repair - $200,000

Street Projects include:
- Pigeon Creek/BNSF Ped Overcrossing - $20,000
- US 2 Route Development - $109,869
- Grand Avenue Pedestrian Bridge - $375,000

Increase beginning fund balance	154	3080000000		999,869
Increase transfers out - park projects	154	5354010550	495,000	
Increase transfers out - street projects	154	5303500550	504,869	

	Department		Code	Rev	Exp	FB
NGR-6	CIP 4	Re-approp - CIP 4 Project	162R	100,000	100,000	

This amendment re-appropriates CIP4 funds for the Council approved Riverfront Public Amenities and Wetland Enhancement project.

Increase beginning fund balance	162	3080062000		100,000
Increase project expenditures	162	5625260550	100,000	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
NGR-7	Criminal Justice	Re-approp - Equipment Replacement	156R	426,726	426,726	-

This amendment re-appropriates 2015 budgeted Criminal Justice funds to 2016 for the New World Project.

Increase beginning fund balance	156	3080000000		426,726
Increase equipment budget	156	5600470350	426,726	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
NGA-1	CIP 3	Amendment - CIP 3 Projects	154A		500,000	(500,000)

This amendment increases the CIP3 expenditure budget for the following:

$300,000 for the Wiggums Hollow Restroom Replacement project as approved by Ordinance 3473-15
$200,000 for the South Everett Forest Preserve Recreational Improvements as approved by Ordinance 3477-16.

Increase CIP 3 transfers out	154	5354010550	500,000	
Decrease ending fund balance	154	5990000490		500,000

	Department		Code	Rev	Exp	FB
NGA-2	CIP 4	Amendment - CIP 4 Projects	162A		2,500,000	(2,500,000)

This amendment increases the CIP 4 expenditure budget by $2,500,000 for the Riverfront 3-Acre New City Park (Phase 1) as approved by Plans and Systems Ordinance 3476-16.

Increase transfers out	162	5625260550	2,500,000	
Decrease ending fund balance	162	5620999490		2,500,000

	Department		Code	Rev	Exp	FB
NGA-3	Property Mgmt Fund	Amendment - Wall Street Building Security	146A	62,000	62,000	-

This amendment increases the Property Management budget by $62,000 to provide security guard services at the Wall Street Building. Coverage will be from 7:00 a.m. to 5:30 p.m., Monday through Friday, excluding holidays. The annual amount of the contract is $73,417.50. The $62,000 for this amendment is a prorated amount for the remainder of 2016.

Increase transfers in	146	3970002000		62,000
Increase professional services	146	5200000410	62,000	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
NGA-4	Computer Reserve	Amendment - City Intranet	505A	42,000	42,000	

This funding request supports the development of a new City intranet site and a new library subsite on the CivicPlus platform. The City currently uses three different intranet platforms, all of which are at the end of their lifespans and pose security risks. The new site will exist as a separate site from the City's external website, allowing for easier management of content and navigation and less risk of confusion for the public and employees. Funding is a transfer in from the General Fund, please see GGA-14.

Increase transfers in	505	3970030000		42,000
Increase professional services	505	5130000410	21,000	
Increase equipment budget	505	5130000640	21,000	

ATTACHMENT A

RESOLUTION NO._____

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

That the claims against the City of Everett for the period March 5, 2016 through March 11, 2016 having been audited and approved, have been paid and the disbursements have been made against the proper funds in payment thereof, as follows:

Fund	Department	Amount
001	City Council	1,802.42
002	General Government	1,096.20
003	Legal	17,986.39
004	Administration	6,300.29
005	Municipal Court	360.65
007	Human Resources	1,108.46
009	Misc Financial Funds	2,564.60
010	Finance	1,978.36
015	Information Technology	10,665.39
021	Planning & Community Dev	1,022.09
022	Neighborhoods & Community Serv	290.45
024	Public Works-Engineering	9,907.57
026	Animal Shelter	1,192.07
027	Senior Center	505.43
031	Police	21,078.16
032	Fire	16,723.40
038	Facilities/Maintenance	16,401.95
	TOTAL GENERAL FUND	**110,983.88**

Fund	Department	Amount
101	Parks & Recreation	21,607.63
110	Library	18,083.70
112	Community Theater	90.00
120	Public Works-Streets	5,899.59
126	MV-Equipment Replacement Reser	28,432.00
146	Property Management	6,815.72
149	Senior Center Reserve	1,132.20
152	Cum Reserve-Library	324.26
153	Emergency Medical Services	7,050.63
156	Criminal Justice	706.70
197	CHIP Loan Program	2,085.53
303	PW Improvement Projects	59,468.99
308	Riverfront Development	38,234.59
336	Water & Sewer Sys Improv Project	679,069.93
338	Solid Waste Improvements	273,609.60
354	Parks Capital Construction	1,626.00
401	Public Works-Utilities	283,391.46
425	Public Works-Transit	9,290.28
440	Golf	28,330.53
501	MVD-Transportation Services	27,942.73
503	Self-Insurance	92,954.14
507	Telecommunications	213.81
638	Fire Pension	600.95
661	Claims	109,601.63
	TOTAL CLAIMS	**1,807,546.48**

Passed and approved this _____day of _____ , 2016.

_____
Councilperson Introducing Resolution

_____
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 March 05, 2016, and checks issued March 11, 2016, 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	10,556.09	$5,878.79
003	Legal	$61,297.01	22,644.30
004	Administration	51,823.77	16,133.08
005	Municipal Court	52,327.90	21,035.59
007	Personnel	44,958.48	16,445.20
010	Finance	50,338.74	19,560.18
015	Information Technology	52,115.60	19,089.02
021	Planning & Community Dev	38,509.77	13,438.06
022	Neighborhoods & Community Svcs	8,647.36	2,981.28
024	Public Works	137,977.13	53,895.20
026	Animal Shelter	33,551.43	12,635.60
027	Senior Center	11,809.66	4,731.17
031	Police	811,561.62	243,140.25
032	Fire	582,963.91	164,428.10
038	Facilities/Maintenance	61,811.89	27,667.36
101	Parks & Recreation	162,234.27	64,470.40
110	Library	116,039.31	41,099.15
112	Community Theatre	6,397.75	2,722.37
120	Street	68,735.36	28,427.47
153	Emergency Medical Services	165,532.83	44,250.27
197	CHIP	9,034.00	3,916.23
198	Community Dev Block	6,474.97	2,255.46
401	Utilities	633,555.15	252,020.99
425	Transit	361,213.88	155,643.88
440	Golf	22,767.77	8,881.26
501	Equip Rental	60,062.81	25,536.13
507	Telecommunications	9,664.59	3,994.56
		$3,631,963.05	$1,276,921.35

_____
Councilman Introducing Resolution

Passed and approved this _____ day of _____ , 2016.

_____
Council President

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Seattle Outboard Association application to hold the 2014 Boating Regatta on Silver Lake on June 7, 2014

_____	Consent	COUNCIL BILL #	
_____	Action	Originating Department	Parks
_____	First Reading	Contact Person	Barry Martin
_____	Second Reading	Phone Number	425-257-8355
_____	Third Reading	FOR AGENDA OF	4/2/14
_____	Public Hearing		

Initialed by:
Department Head PK
CAA dlo
Council President

Location	Preceding Action	Attachments	Department(s) Approval
Thornton A Sullivan Park, Silver Lake	3-11-14 Parks Board Recommendation	Application	Parks, Admin, Police

Expenditure Required	$0	
Amount Budgeted	$0	
Additional Required	$0	

DETAILED SUMMARY STATEMENT:

In accordance with Ordinance 1183-85, the Seattle Outboard Association submitted a formal application to hold its 2014 Boating Regatta on Silver Lake. The event will be held on June 7, 2014, from 7 a.m. to 6 p.m. The Seattle Outboard Association's Boating Regatta has been annually held on Silver Lake since 1954. The Board of Park Commissioners held a public hearing at its March 11, 2014 meeting for this year's proposed regatta.

The City Council has approved the Association's request, on an annual basis, to hold this event on Silver Lake. This is the only event of this type held at Silver Lake during the year. The Board of Park Commissioners voted to recommend to Council that the Seattle Outboard Association's application to hold its annual Boating Regatta on Silver Lake June 7, 2014 be approved.

RECOMMENDATION (Exact action requested of Council):

Approve the Seattle Outboard Association's application to hold the 2014 Boating Regatta on Silver Lake on June 7, 2014.

PARKS AND RECREATION

SPECIAL USE REQUEST APPLICATION

RECEIVED NOV 1 2012 PARKS AND RECREATION

TO BE USED FOR groups, organizations, departments, persons requesting special use of any park, park area or facility. Approval from the City of Everett for use of a park area is required when:

- ***10% or more of any park area will be used for any activity or event/park code # 9.06.104***
- ***Exclusive use of a park or park area will be used to the exclusion of the general public/park code # 9.06.104***
- ***A park code is requested to be waived for a special event or activity/park code # 9.06.108 and 9.06.112***
- ***Additional park resources, equipment or staffing are requested***
- ***Requesting partial or full fee reductions for park areas or facilities (fundraisers are not eligible)***
  (Separate applications must be filed for each type activity or event for which you are requesting space.)

SECTION 1

Name of Organization: Seattle Outboard Association

Contact Person: Jim Nilsen

Current Address, City, State, Zip: 3210 84th Ave E, Edgewood, WA 98371

Phone (Area Code)(H) 253 840-6846 (C) 253 709-02 Fax _____ Email jnilsen529@comcast.net

Date(s) of Event(s): June 7, 2014 Time (IN) 7:00 am (OUT) 6:00 pm

Park Facility, Shelter, or Park Area Requested: All beach area & Lower park grounds + parking lot, docks & Silver Hall

Please give a detailed description of the activity or event. Attach additional pages if necessary: Boat Regatta – Annual Silver Lake Regatta Food provided by Silver Lake Kiwanis

Estimated attendance: 1500 – 2000 Target age group: 6-60 years of age

Is the event open to the public? X Yes ___ No **If yes, please complete Section #2 on reverse side of form**

Will a fee be charged for event participation? ___ Yes X No What will fees be? _____

How will money be collected? _____

Is this a fundraiser? ___ Yes X No **If yes, please complete Section #2 on reverse side of form.**

Will you be asking for donations? ___ Yes X No Is the event recreationally oriented? ___ Yes ___ No

Do you plan to close off any park area for your event? X Yes ___ No Please specify area All water access docks & water line up to playground area How many vehicles do you anticipate? 40 vehicles

Are you planning to amplify music or sound at your event? X Yes ___ No Please describe: No music but PA system for announcements during the day

Please note: Performer conduct and performance content, live or recorded, must be appropriate for families and general audiences. Profane, lewd, indecent or slanderous conduct or content is unacceptable.

Will tents or other temporary structures be erected in the park or park area? ___ Yes X No

Will vehicles need to be driven on grass? ___ Yes X No

Will additional toilet facilities be provided? ___ Yes X No

If serving food to the general public, have you consulted with the Snohomish County Health Department to ensure your function/event is in compliance with their regulations? X Yes ___ No

- **Attach a site map to this application.** – See attached
- **Provide a list of vendors, if any, participating in your event.** – Silver Lake Kiwanis
- **Attach a parking plan, if needed.** N/A

SECTION 2 ***Must be completed if:*** ****Your event is open to the public***
****You are fundraising or charging a fee***
****You are requesting a full or partial fee reduction***

1. Give a brief history of your organization and its mission/intent:
Seattle Outboard Association (SOA) provides regattas for amateur boating for young & old. We do approximately 12 events a year. SOA was established in 1923.

2. Please list name and title of current officers and/or board members:
(myself) Jim Nilsen - Outgoing Commodore 2010, 2011, 2012
Dwight Mallioit - Commodore
Darren Goering - Vice-Commodore
Rick Sandstrom - Treasurer

3. How will the public be notified of this activity/event?
☐ Newspaper Advertisement ☒ Press Release
☐ Radio/TV ☒ Other (please explain)

4. Provide a budget summary of projected revenue and expenses for this event:

Please note that fundraisers cannot be considered for partial or reduced fees and will be required to pay full rental fees on facilities. Events must not discriminate because of age, sex, marital status, race, creed, color, national origin or presence of sensory, mental or physical disability. No events serving alcohol will be co-sponsored by the City of Everett.

Please allow 30 days for processing your request. Thank you.

OFFICE USE ONLY BELOW THIS LINE

☐ Approved
☐ Approved with noted stipulations
☐ Unapproved

Recreation Assistant Director Signature | Date | Application expiration date (No more than one year from date of Assistant Directors signature)

Recreation Coordinator Signature | Staff Liaison to event

Category of use: ☐ Recreation Oriented Group function ☐ Recreation Oriented Group function
☐ Co-sponsored event/activity ☐ Teen function category
☐ Interagency/Inter-local Agreement ☐ Other _____
☐ Charitable fundraiser (no fee reduction can be authorized by Park staff)

Notes: _____

PARKS AND RECREATION

SPECIAL USE HOLD HARMLESS

Agreement:
In consideration of allowing this organization to hold its special event at the City of Everett Parks & Recreation Department, the organization hereby accepts full responsibility and agrees to release, indemnify and promise to defend and save harmless the City of Everett, its officers, employees and agents from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees, incurred by the City of Everett, its officers, employees and agents in defense thereof, for both personal and/or property damage resulting from or connected directly or indirectly to the execution of this event, provided, however, the undersigned organization will not be required to hold the City of Everett, its officers, employees and agents harmless from the sole negligence of the City, its officers, employees and agents.

This organization also agrees to accept full responsibility for all damages to any equipment or property owned by City of Everett. I, as an authorized agent on behalf of this organization, understand that my organization may be banned from use of Parks facilities for failure to comply with all specified rules/regulations including but not limited to cleaning requirements for parks and facilities and additionally I, as an authorized agent on behalf of this organization, also understand that all City of Everett ordinances and Park codes apply to this event/function application. I, on behalf of this organization, acknowledge that I have received the information on this form in the Park codes to ensure compliance.

_____ (initial here)

I understand that I am required to pay all required fees within 10 days of approval notification by the City of Everett. Failure to do so will result in the revocation of my permit and reservation.

_____ (initial here)

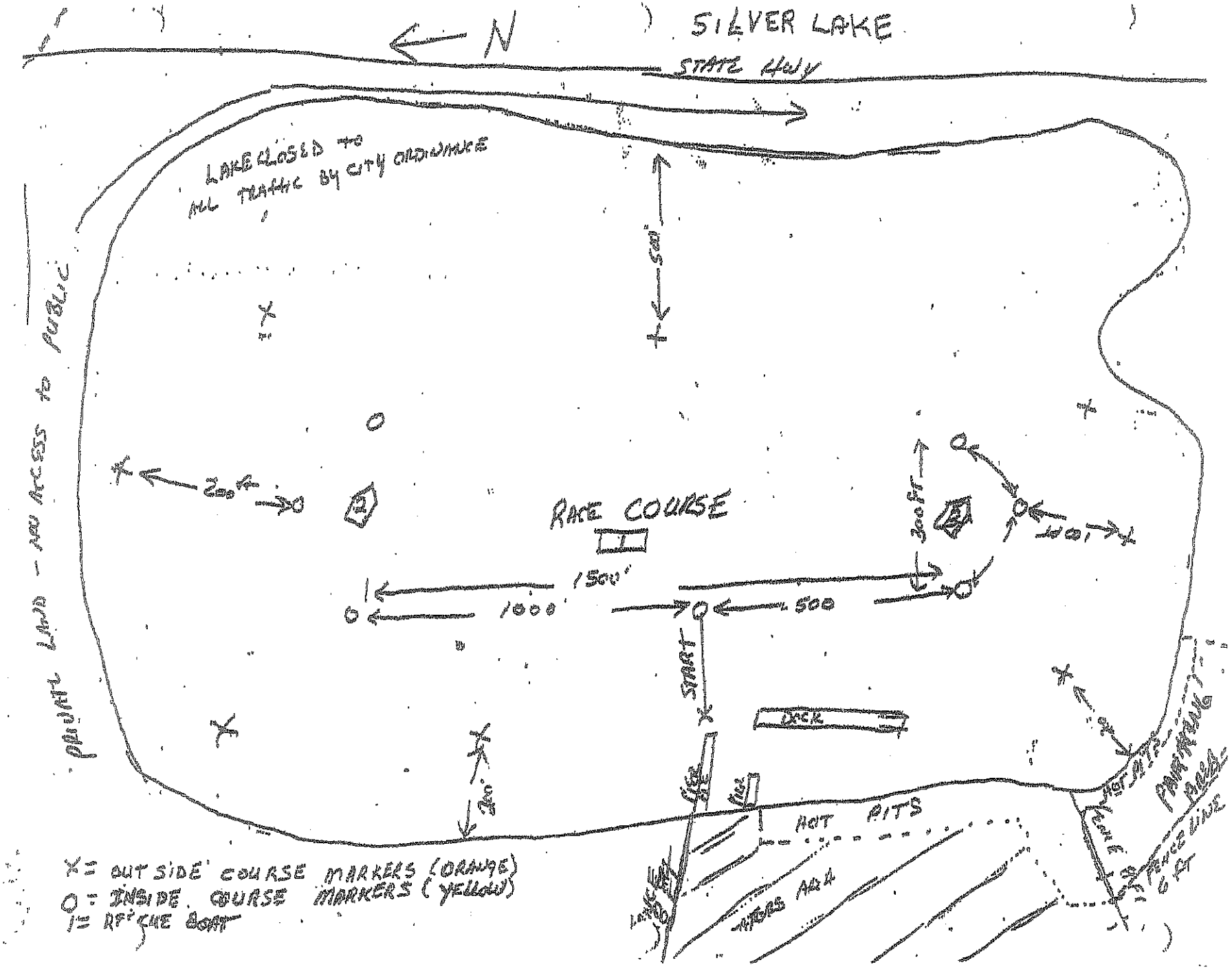
I hereby declare the name and address and all other information given on this application to be true and correct. If the information is found to be false, I understand that I could be subject to prosecution and be fined up to $5,000 under RCW 9A.76.175

_____ (initial here)

Insurance: Depending on the size or activity of your group, you may be required to be covered by bodily injury and property damage liability insurance in an amount ascertained by the City of Everett, naming the City of Everett as an additional insured. Prior to the event the organization will be responsible for obtaining said insurance and notifying the proper officials.

I certify that I have read the foregoing statements and that I have the authority as an official and/or authorized agent of the aforementioned organization to sign on behalf of said organization.

Signature of person in charge: _____ Date signed: 11/7/12



X = OUTSIDE COURSE MARKERS (ORANGE)
O = INSIDE COURSE MARKERS (YELLOW)
1 = RESCUE BOAT

SILVER LAKE REGATTA													
				Apr-10		CLASSES							
	2011				STOCKS	JSH	JSR	ASH	ASR CSR		20SS	DSH	CSH	AXH AXSR
Budget/Expense	Est.				MOD.	850m	700mh	500mh	250mh			DSR	20SS	45sst
APBA					Pro	Rac. C r		Cser H						
SANCTION FEE	400				S. event	Open Hydro Mod								
INSURANCE FEE	1,555.00				* notg									
MAILING FEE	0					Open hydro	Any engine on a hydro 4 laps 1 heat winner take all $ 75.00							
Trophy advance	400					No enclosed cockpit boats allowed.								
REGION														
REGION FEE	20				Notes on event issues:									
BANQUET FEE	50				None event ran with out any incidents or issues.									
KILO FUND	50													
EVENT SITE														
TRAILER TOWS	100													
AMBULANCE	550													
DIVERS	60													
SECURITY/PARKING	200													
LUNCHES	70													
POLICE/FIRE	0													
PARK RENTAL	250			Estimated:										
COMMUNITY DON.	100			Sponsors:	Intrestate batteries			300	Propshop tld		150			
TROPHIES	400			TTL. $800.00	Peterson trailers			50	penway/bayside/autobody				300	
PRIZE MONEY	0													
PHOTO COPIES	0										actual	est.		
EQUIPMENT NEEDS	0			Checks Payable to:		1	Everett Park Board Foundation				$250	$250	Done	
OFFICALS FEE	0					2	Silver Lake Action Commity				$100	$100		
PERMIT FEE	12					3	Everett medic 1				$450	$550		
TOTAL	4217									TTL.	$800			
REVENUES				ENTRIES										
ENTRIES	3215			1ST	2ND		3RD	4/5/6 4	J CLASS	EST.	50			
				44	30		10	6	11	7	107			
City refund clean up	TBD			$45	$35		$30	$20	$25	*$30	$16.14	AVG		
				$1,980	$1,050		$300	$120	$275	$210	$3,935			
								* memo	S. EVENT	7X$30				
SPONSOR	750				NOTE:	Paid by race chairman cash								
PIT PASSES	60								Actual					
SHIRT SALES	70					1. Divers			120	PAID				
						2. Parking			40	PAID				
TOTAL	4095					3. Lunches			70	PAID				
						TOTAL			$230.00	CASH				
NET PROF/LOSS														
Howard Shaw	11/19/2010													

City of Everett

Parks and Recreation Department

**Facility Use Permit

Contract #: 86242 User: slf Date: 14-Nov-12 Status: Tentative

Seattle Outboard Association
Jim Nilsen
3210 89th Ave E

Edgewood WA 98371

City of Everett Parks and Recreation (hereinafter called the "City") hereby grants Seattle Outboard Association (hereinafter called the "Licensee") represented by Jim Nilsen, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

i) Purpose of Use 2014 Annual Regatta

ii) Conditions of Use

iii) Date and Times of Use # of Bookings: 9 Starting: Sat 07 Jun 14 07 Ending: Sat 07 Jun 14 06:0(Expected: 2,000

Facility	Day	Start Date	Start Time	End Date	End Time	Fee	Extra Fee	Tax	Total
Thornton A. Sullivan Park - Beach north of boat dock	Sat	07-Jun-14	07:00 AM	07-Jun-14	06:00 PM	$0.00	$0.00	$0.00	$0.00
Thornton A. Sullivan Park - Beach south of fishing dock	Sat	07-Jun-14	07:00 AM	07-Jun-14	06:00 PM	$0.00	$0.00	$0.00	$0.00
Thornton A. Sullivan Park - Boathouse	Sat	07-Jun-14	07:00 AM	07-Jun-14	06:00 PM	$0.00	$0.00	$0.00	$0.00
Thornton A. Sullivan Park - Boating Dock	Sat	07-Jun-14	07:00 AM	07-Jun-14	06:00 PM	$0.00	$0.00	$0.00	$0.00
Thornton A. Sullivan Park - Fishing Dock	Sat	07-Jun-14	07:00 AM	07-Jun-14	06:00 PM	$0.00	$0.00	$0.00	$0.00
Thornton A. Sullivan Park - Parking Lot	Sat	07-Jun-14	07:00 AM	07-Jun-14	06:00 PM	$0.00	$0.00	$0.00	$0.00
Thornton A. Sullivan Park - Silver Hall	Sat	07-Jun-14	07:00 AM	07-Jun-14	06:00 PM	$374.00	$0.00	$0.00	$374.00
Thornton A. Sullivan Park - Silver Lk South	Sat	07-Jun-14	07:00 AM	07-Jun-14	06:00 PM	$0.00	$0.00	$0.00	$0.00
Thornton A. Sullivan Park - Swimming beach	Sat	07-Jun-14	07:00 AM	07-Jun-14	06:00 PM	$0.00	$0.00	$0.00	$0.00

iv) Additional Fees.

AGREEMENT: I have read the Everett Parks and Recreation Use Policy for this facility and the terms of this Permit. I understand the terms of this Permit and requirements for rental and use of this facility and agree to comply therewith. If I am executing this Permit in a representative capacity, I certify I have sufficient power, authority and capacity to bind the organization to the terms of this Permit and requirements for rental and use of this facility with my signature below. I agree to exercise the utmost care in the use of this facility. I assume full responsibility for the use of this facility. Further I hereby agree to release, indemnify and save harmless the City, its officers, employees and agents form and against any and all liability, loss, notice thereof, defend and pay the expense of defending any suit which may be commenced against the City, its officers, employees or agents, alleging injuries or damages resulting therefrom and will pay any judgements which may be obtained against the City, its officers, employees or agents in such suit; provided, however this paragraph does not purport to indemnify the City against liability for damages arising out of bodily injuries to persons or damage to property caused by or resulting from the sole negligence of the City, its officers, employees and agents.

X: _____

Signature of Permittee: _____ Organization Name (if applicable): _____

Permittee Address: _____ Organization Address: _____

Permittee Phone Number (include area code): _____ Organization's Phone Number: _____

Office Use Only:

Clerk: _____ Date: _____

Contract #: 86242 User: slf Date: 14-Nov-12 Status: Tentative

Seattle Outboard Association
Jim Nilsen
3210 89th Ave E

Edgewood WA 98371

v) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
$374.00	$0.00	$0.00	$374.00	$50.00	$0.00	$424.00	$0.00

Balance of rental due and payable immediately

Damage deposit Payable By: 14-Nov-12

vi) Other Information

City of Everett

Parks and Recreation Department

**Facility Use Permit

Contract #: 86241 User: slf Date: 14-Nov-12 Status: Tentative

City of Everett Parks & Recreation
Barry Martin
802 E Mukilteo Blvd

Everett WA 98203

City of Everett Parks and Recreation (hereinafter called the "City") hereby grants City of Everett Parks & Recreation (hereinafter called the "Licensee") represented by Barry Martin, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

i) Purpose of Use Vendor use during 2014 hydro races

ii) Conditions of Use

iii) Date and Times of Use # of Bookings: 1 Starting: Sat 07 Jun 14 07 Ending: Sat 07 Jun 14 06:0(Expected: 0

Facility	Day	Start Date	Start Time	End Date	End Time	Fee	Extra Fee	Tax	Total
Thornton A. Sullivan Park - Beach Shelter	Sat	07-Jun-14	07:00 AM	07-Jun-14	06:00 PM	$0.00	$0.00	$0.00	$0.00

iv) Additional Fees

v) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Balance of rental due and payable immediately

vi) Other Information

AGREEMENT: I have read the Everett Parks and Recreation Use Policy for this facility and the terms of this Permit. I understand the terms of this Permit and requirements for rental and use of this facility and agree to comply therewith. If I am executing this Permit in a representative capacity, I certify I have sufficient power, authority and capacity to bind the organization to the terms of this Permit and requirements for rental and use of this facility with my signature below. I agree to exercise the utmost care in the use of this facility. I assume full responsibility for the use of this facility. Further I hereby agree to release, indemnify and save harmless the City, its officers, employees and agents form and against any and all liability, loss, notice thereof, defend and pay the expense of defending any suit which may be commenced against the City, its officers, employees or agents, alleging injuries or damages resulting therefrom and will pay any judgements which may be obtained against the City, its officers, employees or agents in such suit; provided, however this paragraph does not purport to indemnify the City against liability for damages arising out of bodily injuries to persons or damage to property caused by or resulting from the sole negligence of the City, its officers, employees and agents.

X: _____

Signature of Permittee: _____ Organization Name (if applicable): _____

Permittee Address: _____ Organization Address: _____

Permittee Phone Number (include area code): _____ Organization's Phone Number: _____

Office Use Only:

Clerk: _____ Date: _____

SILVER LAKE HYDROPLANE RACES

Hydroplane races have been conducted at Silver Lake, Thornton A. Sullivan (TAS) Park since 1954. The sponsoring organization is the Seattle Outboard Association (SOA), a non-profit organization which sponsors and supports limited hydroplane racing.

City ordinance requires SOA to apply for a permit through the Everett Parks and Recreation Department, conduct a public hearing before the Parks Commission and then requires the approval of the city council. The ordinance pertaining to outboard races on Silver Lake permits one race per year. The permit approval waives the horsepower and speed limit restrictions for Silver Lake. The permit is also reviewed by the Everett Police Department, Fire Department and Office of Neighborhoods for comment.

The department requires SOA, as a condition of the permit to provide the following items:

a. Insurance in the amount of $5 million for injury/damage
b. On site medical assistance (Everett Fire or Rural/Metro)
c. Minimum of 3 Rescue boats in the water during the races
d. Trained PADA certified divers on the rescue boats
e. Signed waivers for the public wanting to enter the pit area
f. Adequate staff to conduct the races and manage the event
g. Rental of Silver Hall
h. Clean-up of all litter and garbage at the conclusion of the event

SOA as the organizer is required to find their own sponsors and cover all expenses. Revenue is generated from racer entry fees and sponsors. Revenue above expenses range between $300 and $500 dollars.

All racers are required to belong to the American Power Boat Association (APBA) which regulates the conditions of the race. All boats must meet APBA standards with regards to construction, equipment, motor size and modifications. SOA is required to follow all APBA regulations.

The races are a family event with races conducted for youth and adults broken down into classes by age and motor size. Races are run in heats for each class with heat winners moving up until each class has a winner. Each race takes 5 to 8 minutes to complete.

The hydroplanes are powered by outboard motors which range in size from 15 HP to a maximum of 60 HP. Only the adult categories are permitted to have modified motors which produce higher noise levels.

Racing starts at Noon and is finished by 6 PM. The club begins setting up early on the morning of the race and uses all of the beachfront at TAS. The beachfront is used for the 'pits' area which is marked and flagged off. Only members of the club or public who have signed a waiver are allowed in the pits. The public has the opportunity to get up close and personal with the racers and boats by signing a waiver to enter the pits, where they can talk with the racers and check out the boats.

Swimming and water play is not permitted at TAS until after the races have concluded for the day. TAS Park is open to the public for general use, with the exception of the beachfront pit area. Hauge Homestead Park on the East side of the lake is not restricted for swimming or water play during the event, as it is outside the boundaries of the race course.

SOA enlists a group of Explorers, Scouts or a High School club to assist with traffic flow in the parking lot at TAS. Volunteers are required to wear high visibility vests for safety. Having these volunteers also assist with deterring vehicle prowls during the event.

The Silver Lake Kiwanis provides a concession trailer which serves as both a service to the public and a fund raiser. They are responsible for obtaining all Health District permits and regulations with regards to food concession service.

A park ranger is assigned to the park from Noon to 6 PM. The ranger provides a public relations function, answering questions from the public about swimming or water play and can direct the public to Hauge Homestead or another location. The ranger can also provide assistance with traffic issues, parking, contact the police department if needed and such mundane tasks as replacing toilet paper in the restrooms, re-setting tripped breakers and other public requests.

The last formal complaint occurred in 2008, which was a noise complaint from a resident who called the parks department Monday following the race.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Interlocal Agreement with the Mukilteo School District regarding school impact fee collection

3-16-16	Briefing	COUNCIL BILL #	
	Proposed Action	Originating Dept.	Planning
	Consent	Contact Person	Allan Giffen
3-23-16	Action	Phone Number	(425) 257-8725
	First Reading	FOR AGENDA OF	March 16, 2016
	Second Reading		March 23, 2016
	Third Reading		
	Public Hearing		

Initialed by:
Department Head
CAA
Council President

Location	Preceding Action	Attachments	Department(s) Approval
None	Ordinance No. 3396-14 passed August 13, 2014	Interlocal Agreement	Planning, Legal, Accounting, Building

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Ordinance No. 3396-14 changed the way Everett collects school impact fees. Everett now uses a system based upon the Growth Management Act capital facilities plans prepared by school districts and approved through the county-wide Snohomish County School Districts Capital Facilities Plan.

The ordinance requires each participating school district to enter into an agreement with the City for reimbursement of the actual administrative costs of assessing, collecting, and handling fees for the district. The attached Interlocal Agreement establishes the process through which the City will collect impact fees for the Mukilteo School District.

RECOMMENDATION (Exact action requested of Council):
Authorize Mayor to sign the Interlocal Agreement with the Mukilteo School District regarding school impact fee collection.

INTERLOCAL AGREEMENT
REGARDING SCHOOL IMPACT FEE COLLECTION

This Interlocal Agreement (this "Agreement") is entered into as of _____ __, 2016, by and between the CITY OF EVERETT, a Washington municipal corporation (the "***City***"), and _____ School District, a municipal corporation, (the "***District***").

RECITALS

A. On August 13, 2014, the City Council passed Ordinance 3396-14, regarding school district impact fees for residential development (the "*Ordinance*"), as authorized under RCW 82.020.050 and other applicable law.

B. The purpose of this agreement is to meet the requirement under Section 12 of the Ordinance, that "each participating school district" enter into "an agreement with the City for reimbursement of the actual administrative costs of assessing, collecting, and handling fees for the district, any legal expenses and staff time associated with the defense of this chapter against district specific challenges, and payment of any refunds provided under Section 11 of this Ordinance."

C. This Agreement is pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

AGREEMENT

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

1. District Responsibility. The District shall comply with the Ordinance and with all applicable laws regarding school district impact fees, including without limitation all requirements regarding capital facilities plans, school impact fee schedules, impact fee limitations, use of funds, and refunds. The District shall also, if requested by the City, timely provide to the City a written statement of the District's position regarding developer requests for credits against school district impact fees, refunds or other matters.

2. City Responsibility.

a. By the fifteenth of each month, the City shall make payment to the District for school impact fees collected during the preceding month. The City may deduct from the total amount the Administrative Fee due to the City under this Agreement. Along with the Payment, the City shall provide a report detailing the impact fees collected as well as any deductions the City has made.

b. The City shall in no event be liable to the District in connection with school impact fees, with the sole exception of remitting to the District the school impact fees (together with any accrued interest as required by law) actually collected by the City on behalf of the District. If the City erroneously fails to collect school impact fees as required under the Ordinance or otherwise, then the City shall make an attempt to collect such fees under processes allowed by City ordinance or applicable law. If the City is unsuccessful in collecting such school impact fees, the City shall notify the District, and the District shall be responsible for further collection actions. In such a case, the City shall provide the District with all information related to the development for which the fee was not collected and the City's subsequent efforts to collect the fee.

c. The City has authority to refund school impact fees if (i) impact fees are collected in error by the City; (ii) a proposed development activity does not proceed and no impact to the District has resulted; or (iii) the school impact fee program is terminated.

3. Fees.

a. Per Dwelling Unit Administrative Fee. The District shall pay to the City a fee equal to forty-four dollars ($44) per dwelling unit for all school impact fees collected by the City. The City may deduct all such fees from the payment made to the District. If the City has not so deducted from such payment, then the District, upon written notice from the City, shall pay, within 30 days upon of receipt of notification from the City, all outstanding per dwelling unit fees due to the City. If the City has delivered school impact fees to the District prior to the date of this Agreement, and the City has not already deducted the per dwelling unit fees from such payments, then the District shall pay the per dwelling unit fees to the City within thirty (30) days after the date of this Agreement.

b. Adjustment of Per Dwelling Unit Administrative Fees. Beginning in 2016, the per dwelling unit administrative fee will increase effective each January 1st by a percentage equal to the percentage increase for the preceding calendar year in the CPI-U for the greater Seattle area, published by the Bureau of Labor Statistics, United States Department of Labor.

c. Credit/Debit Card Fees. The District shall pay a fee to the City in connection with applicants paying school impact fees with a credit or debit card. This fee per transaction will be 2.5% of the amount paid by each applicant to the City by credit card or debit card. The City may deduct such fees from the payments made to the District account under Section 2 above. If the City has not so deducted from such payments, then the District shall pay, within 30 days upon of receipt of invoice from the City, all outstanding fees due to the City under this Section 4. The City may from time to time, effective upon written notice to the District, increase fees under this Section 4 as necessary to pay for increased City credit/debit card costs or bank transfer costs.

4. Expiration of Agreement/Automatic Renewal. The initial term of this Agreement expires on December 31, 2019. After the initial term, this Agreement will automatically continue to extend for one-year extension terms, unless one party gives a non-renewal notice at least ninety (90) days before the end of an extension term.

5. Termination. This Agreement terminates: (i) ninety (90) days after either party delivers written termination notice to the other party or (ii) the Ordinance is repealed. After termination, neither the District nor the City on behalf of the District may retain unexpended or unencumbered school impact fees or interest earned on those fees.

6. Indemnification. To the maximum extent permitted by law, the District shall defend, indemnify, and hold harmless the City and all of its officers, employees, and agents from all claims, demands, suits, actions, losses, and liability of any kind, to the extent arising from or relating to (a) breach of this Agreement by the District or its agents or contractors, (b) the negligence or willful misconduct of the District or its agents or contractors in the performance of this Agreement, (c) any legal expenses or staff time associated with the defense of the Ordinance against District-specific challenges, (d) and payment of any refunds provided under the Ordinance. The District agrees that its obligations under this Section 7 extend to any claim, demand, or cause of action brought by, or on behalf of, any of its employees or agents, and for that purpose the District specifically waive, with respect to each other only, any immunity under RCW Title 51.

7. General Provisions.

a. Administration. Each party to this Agreement shall serve as an administrator of this Agreement for the purposes of compliance with RCW 39.34.030 for each party's respective actions in performance of this Agreement.

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

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

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

e. Amendment. No amendment to this Agreement will be effective unless in writing and signed by the Mayor of the City and by the authorized representatives of the District.

f. Waiver. No waiver of satisfaction of any condition or nonperformance of an obligation under this Agreement will be effective unless it is in

writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation.

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

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

Notice to City	Notice to District
City of Everett Director, Planning and Community Development 2930 Wetmore Avenue, Suite 8A Everett, WA 98201	Mukilteo School District Attn: Business Office 9401 Sharon Drive Everett, Washington 98204

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

i. Attorney's Fees and Costs. The prevailing party in any action brought to enforce any obligations under this Agreement shall be entitled to recover from the non-prevailing party or parties an amount equal to the reasonable attorney's fees and costs incurred by the prevailing party, including without limitation any costs incurred on appeal or in any bankruptcy proceeding.

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

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

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

m. Survival. The following Sections survive termination or expiration of this Agreement: Sections 7 and 8.

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

CITY OF EVERETT

By: _____
Ray Stephanson,
Mayor

DISTRICT

By: Marci Larsen
Dr. Marci Larsen,
Superintendent

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

A Resolution declaring the City's intention to add a portion of the west side of the 2500 block of Wetmore Avenue to the Multiple Family Property Tax Exemption provisions of RCW Chapter 84.14, and setting April 6, 2016 as the date for a public hearing

03/16/16	Briefing
	Proposed Action
	Consent
03/23/16	Action
	First Reading
	Second Reading
	Third Reading
	Public Hearing

COUNCIL BILL #	
Originating Department	Planning
Contact Person	Allan Giffen
Phone Number	(425) 257-8725
FOR AGENDA OF	March 16, 2016
	March 23, 2016

Initialed by:

Department Head	
CAA	db
Council President	

Location	Preceding Action	Attachments	Department(s) Approval
West side of the 2500 block of Wetmore Avenue	Rezone approved October 21, 2015	Resolution and map	Planning, Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

In October, 2015, the City Council approved a rezone of property located in the 2500 block of Wetmore Avenue as part of the Ten-Year Update of the Comprehensive Plan. The proposed action would expand the Multiple Family Property Tax Exemption program area to include this rezoned area.

State law requires that the City adopt a resolution stating its intent to add the area to the existing property tax exemption area and to establish a public hearing date. Adopting the attached resolution sets the date for the public hearing on April 6, 2016.

RECOMMENDATION (Exact action requested of Council):
Adopt Resolution declaring the City's intention to add a portion of the west side of the 2500 block of Wetmore Avenue to the Multiple Family Property Tax Exemption provisions of RCW Chapter 84.14, and setting April 6, 2016 as the date for a public hearing.

RESOLUTION NO. ____

A Resolution declaring the City's intention to add a portion of the west side of the 2500 block of Wetmore Avenue to the Multiple Family Property Tax Exemption provisions of RCW Chapter 84.14, and setting April 6, 2016 as the date for a public hearing.

WHEREAS, the City Council finds the following:

1. RCW Chapter 84.14 provides for the establishment of "urban centers" in which qualifying multiple family housing developments are exempt from the payment of property taxes for a limited period of time.

2. It is the purpose of RCW Chapter 84.14 to encourage increased residential opportunities, and to stimulate the construction of new multifamily housing, including affordable housing, in urban centers having insufficient housing opportunities.

3. RCW 84.14.040 requires a city to adopt a Resolution declaring its intention to designate or modify the boundaries of an urban center under RCW Chapter 84.14 and establish the time and place of a hearing to be held for such purposes.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EVERETT DOES HEREBY RESOLVE THE FOLLOWING:

1. A Public Hearing will be held on Wednesday, April 6, 2016, at the regular meeting of the City Council, which begins at 6:30 pm, in the City Council Chambers of the William E. Moore Historic City Hall, 3002 Wetmore Avenue.

2. A vicinity map identifying the area proposed to be designated as an urban center is attached hereto as Exhibit A.

_____ _____

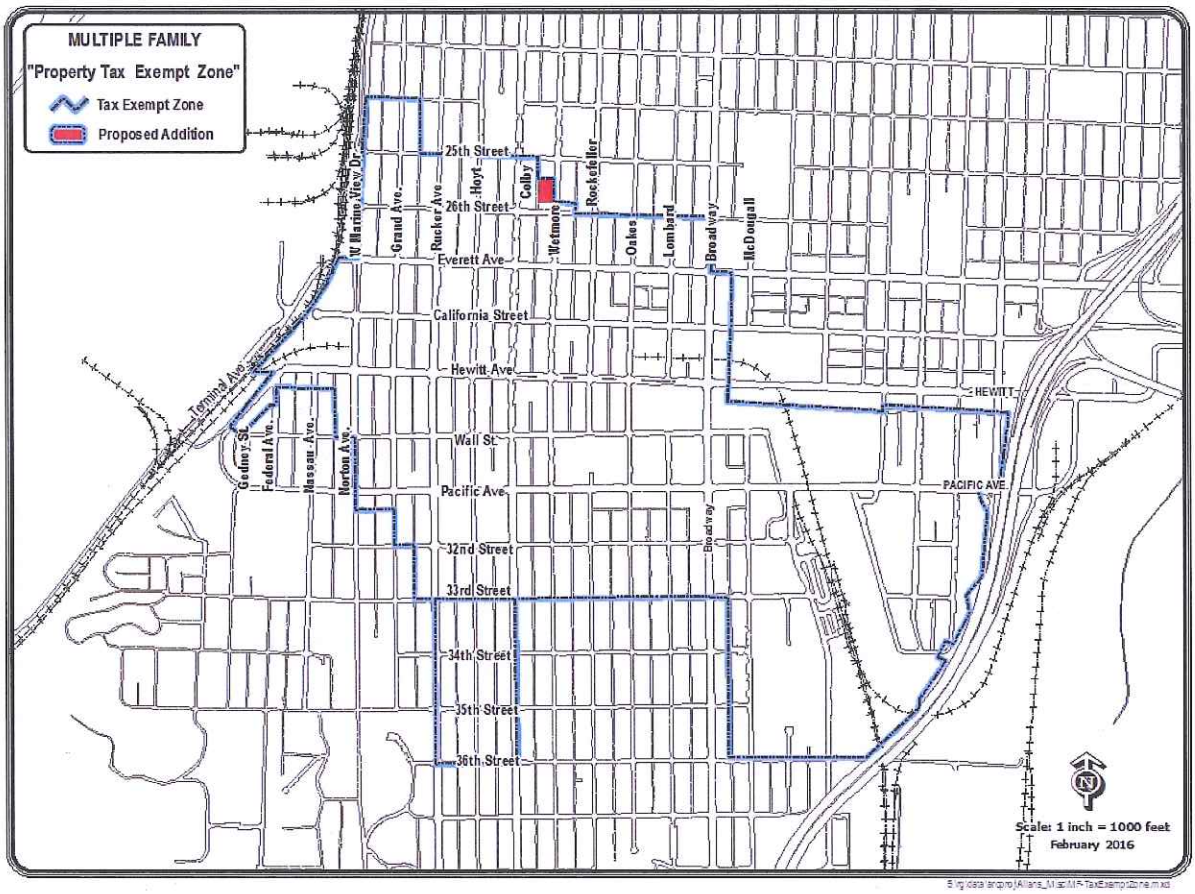
Councilmember Introducing Resolution Date

_____

City Council President

EXHIBIT A

VICINITY MAP



EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Resolution setting a policy for travel and training expenditures for City Elected Officials, and repealing Resolution No. 4689

_____	Briefing	COUNCIL BILL #	_____
_____	Proposed Action	Originating Department	Council
_____	Consent	Contact Person	T Benedict
_____	Action	Phone Number	_____
_____	First Reading	FOR AGENDA OF	_____
_____	Second Reading		
_____	Third Reading		
_____	Public Hearing		
_____	Budget Advisory	Initialed by:	
		Department Head	_____
		CAA	_____
		Council President	_____

Location	Preceding Action	Attachments	Department(s) Approval
City wide	Council Budget Committee 10/21/15		Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:
This resolution repeals the previous ravel policy for City Elected officials and sets the new policy for travel and training expenditures incurred by the City Elected Officials.

RECOMMENDATION (Exact action requested of Council): Adopt Resolution setting a policy for travel and training expenditures for the City Elected Officials and repeal Resolution No. 4689.

RESOLUTION NO. _____

A RESOLUTION setting a policy for travel and training expenditures for City Elected Officials, and repealing Resolution No. 4689

WHEREAS, the Mayor and City Council wish for City elected officials to be responsible to Everett citizens and maintain high ethical standards by detailing its policies for travel and expenses; and

WHEREAS, citizens in Everett are best served by City elected officials, such as Mayor, Councilmembers, and Municipal Court judges, exercising prudence in incurring expenses on official city business; and

WHEREAS, seminars and conferences can offer unique opportunities for contacts, new ideas, and innovative solutions to common City problems, and representation by City elected officials on intergovernmental committees, boards and organizations can serve the City's best interests in the region;

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

SECTION 1. City elected official representation at national, local, regional and state levels is encouraged to increase Everett' knowledge of and voice in intergovernmental issues. Mayor and Council representation on intergovernmental board and committees shall be reported to the full Council, with information updates. Travel costs including meals, mileage, and parking incurred in attending such meetings shall be eligible for reimbursement as provided herein.

SECTION 2. City elected officials who attend conferences, meetings and seminars while in performance of duties which educate them, or promote, develop, publicize, or otherwise serve the City's interests shall be entitled to reimbursement for their travel, meals, registration fees, and program materials.

SECTION 3. Attendance by City elected officials at meetings, conferences, and seminars should be planned as early as possible in order to coordinate travel plans.

SECTION 4. Preference should be given to all annual, committee, workshop, or task force meetings scheduled by the National League of Cities, the U. S. Conference of Mayors, or the Association of Washington Cities, or, with respect to Municipal Court judges, judicial conferences or similar activities.

SECTION 5. Upon return from conferences, seminars and training classes, the Mayor and Councilmembers shall report to the Council verbally or in writing the results of their travel.

SECTION 6. City elected officials will exercise prudent judgment in incurring expenses on City business. If there is a questionable expenditure, the Council President shall present the matter to the Budget Committee (or other committee of Council appointed for this purpose) who will make a recommendation to the Council regarding that expenditure. Excessive or unnecessary expense shall not be reimbursed. Only expenses that benefit the City are reimbursed.

SECTION 7. In the interest of timely efficient City policy decisions, nominal food items and non-alcoholic beverages necessary for sustenance and nourishment for City elected officials while at City facilities performing their duties, shall be authorized and reimbursed. These nominal food items and non-alcoholic beverages for Councilmembers shall be provided for in the Council travel and training budget.

SECTION 8. The procedures to use in attending classes, training, meetings, conventions, and conferences are as follows:

A. All Council out-of-state and/or travel requiring an overnight stay, where expenses will be incurred, shall require prior approval from the Council President or his/her designee. The Council President shall require prior approval from two Councilmembers for all out- of-state and/or travel requiring an overnight stay, where expenses will be incurred;

B. On or before the tenth day following the close of the travel period for which funds have been advanced to the City elected official, he/she shall submit to the City Clerk a fully itemized travel expense voucher, for all reimbursable items, accompanied by the unexpended portion of such advance, if any;

C. Reimbursement to City elected officials for the use of personal vehicles is limited to the standard City established rate per mile and must be documented by a vehicle log;

D. When making hotel/motel room accommodations, an effort shall be made to obtain the single occupancy rate, governmental rate, or conference rate (if applicable). This effort shall be documented on the travel expense voucher;

E. For the purposes of meal reimbursement under this resolution, breakfast is between 6am and 12pm, lunch is between 12pm and 6pm, and dinner is between 6pm and 12am. All meal times are local time at the travel location. To establish eligibility for a meal reimbursement, travel status must have begun at least three hours prior to the meal;

F. Reimbursable meal costs for City elected officials are limited in all cases to the federal per diem rate for each meal as established by the United States General Services Administration. This is currently available at http://www.gsa.gov/portal/content/104877 for establishing travel location, and http://www.gsa.gov/portal/content/101518 for specific meal amounts. Meals included as part of registration should not be considered eligible for reimbursement;

G. If claims for reimbursement include expenses of officers and employees other than the claimant, such other officers and employees shall be listed by name and title;

H. Claims for reimbursement must be signed by the elected official and be approved by the Council President, who shall consider if the expenses were expenses that benefited the City. If the Council President denies the claim for reimbursement, it shall be referred to the Budget Committee for a recommendation to the Council. If the claimant is the Council President, reimbursement must be approved by two Councilmembers;

I. While on City business, parking tolls, public transportation, taxis, registration/materials fees, and porter services may be claimed for reimbursement by the elected official. Each must be itemized when claiming reimbursement. Any item in excess of $10.00 requires an original receipt;

J. Claims for meal costs at a meeting which includes persons other than City officers or employees shall include the name of such persons and the City business related purpose for the meeting;

K. Elected officials' telephone calls to citizens, to their homes and to City facilities, restricted to City business, shall be authorized and recognized as a legitimate business expense;

SECTION 9. Any claim for reimbursement, made pursuant to this resolution, must be submitted within sixty (60) days following the expenditure. No claim for reimbursement shall be approved if submitted more than sixty (60) days following the expenditure, unless good cause is shown why the claim for reimbursement was not submitted within sixty (60) days following the expenditure. If a claim for reimbursement is denied on the basis of late submittal, it shall be referred to the Budget Committee for a recommendation to Council.

SECTION 10. Resolution No. 4689 is repealed.

_____

Council member Introducing Resolution

PASSED and APPROVED this ____ day of _____, 2016.

_____

Council President

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
A Resolution authorizing recovery of abatement costs pursuant to EMC 1.20.090 at 10708 Holly Drive, Everett, Washington

_____	Briefing
_____	Proposed Action
_____	Consent
_____	Action
_____	First Reading
_____	Second Reading
_____	Third Reading
_____	Public Hearing
_____	Budget Advisory

COUNCIL BILL #	
Originating Dept.	Code Enforcement
Contact Person	Kevin Fagerstrom
Phone Number	(425) 257-8565
FOR AGENDA OF	March 23, 2016

Initialed by:
Department Head _____
CAA db
Council President _____

Location	Preceding Action	Attachments	Department(s) Approval
10708 Holly Drive		Resolution, Summary of Activities, Report of Expenses, Hearing Examiner Order, Contractor's Invoice, Notice of Payment Due, Notice of Council Hearing	Legal, Code

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The Everett Municipal Code (EMC) Section 1.20.090 authorizes the City to abate code violations and recover the abatement costs. On November 19, 2015, the City's Hearing Examiner held that code violations existed at 10708 Holly Drive.

The Examiner required the property owner to properly and legally secure the residential and attached accessory structures to bring them into compliance with the EMC. The Examiner also imposed a penalty of $1000. The violations were not abated in accordance with the Order and pursuant to a Notice of the City of Everett Code Official, the City abated the violations. The Respondent failed to pay the abatement costs and penalty, which are now past due.

This Resolution authorizes placement of an assessment lien on the property on or after March 23, 2016, in the amount of the outstanding costs of abatement and the penalty imposed by the Examiner, which total $2,627.08.

RECOMMENDATION (Exact action requested of Council):

Adopt a Resolution authorizing recovery of abatement costs pursuant to EMC 1.20.090 at 10708 Holly Drive, Everett, Washington, in the amount of $2,627.08.

RESOLUTION NO.

A RESOLUTION authorizing recovery of abatement costs pursuant to EMC 1.20.090 at 10708 Holly Drive, Everett, Washington.

WHEREAS, the Everett Municipal Code (the "EMC") Section 1.20.090 authorizes the City to abate code violations and recover the abatement costs; and

WHEREAS, on November 19, 2015 the City of Everett Violations Hearing Examiner issued an Order against the property owner, the Estate of Richard D. Webster (the "Owner"), for EMC violations at 10708 Holly Drive (the "Property"), parcel number 00552300301701, and abbreviated legal description:

RANCHO INTERCITY BLK 003 D-01 - THE ELY 70FT OF SLY 150FT OF LOT 17BLK 3

WHEREAS the Owner failed to abate the violations, which included securing the vacant residential structure and accessory structures on site;

WHEREAS, the City provided notice to the Owner explaining that failure to immediately abate the above-described violations would result in the City lawfully abating the violations on the Property, and that those costs together with any penalties imposed by the Hearing Examiner may become a lien against the property if the Owners failed to reimburse the City the abatement costs;

WHEREAS, the City, through a contractor, conducted the abatement including securing the residential structure and accessory structures from trespass on January 25, 2016;

WHEREAS, the City incurred costs in the amount of $1, 627.08 in its abatement of the violations and the Hearing Examiner imposed a penalty of $1000.00 against the Owner;

WHEREAS, the Owner has failed to timely pay the penalty and abatement costs; and

WHEREAS, notice of Council's consideration of this Resolution was provided to the Owner;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Everett that the costs and penalties set forth in the report attached hereto is confirmed for the Property. The City Treasurer is authorized to certify the amount due and owing to the County Treasurer, which amount shall then be entered as an assessment upon the tax rolls against the property with interest as provided by law.

_____

Councilperson Introducing Resolution

PASSED AND APPROVED this _____ day of _____, 2016

_____

Council President

Police Code Enforcement Unit

Summary of Activities
10708 Holly Drive

09/23/2015:	Code Enforcement unit discovered the residential structure on site was occupied without required water service.
09/24/2015:	Violation Citation is issued for violations of the City's EMC for allowing the residential and accessory structures on the property to be occupied without required water service.
09/24/2015:	The Violation Citation is posted on the property.
09/24/2015:	The City posted the property as condemned
09/25/2015:	Deadline for corrective action to vacate the residential structure, structure to remain vacant until water service is restored.
11/19/2015:	Hearing. Hearing Examiner sets November 27, 2015 to properly and legally secure the residential and accessory structures from trespass and not allow occupancy until approved water service is restored. A fine of $1000.00 was imposed for violations of IPMC 106.1 and IPMC 505.1.
11/30/2015:	Inspection of the structure revealed it to be unsecured with evidence of transient occupancy.
12/18/2015:	Upon inspection of the property, the residential and accessory structures were unsecured and open to trespass.
01/11/2016:	Notice of City of Everett Code Official was sent to Respondent informing of impending action by the City to secure the property from trespass on or after January 18, 2016.
01/25/2016:	Abatement completed by Combined Construction.
02/08/2016:	Notice of abatement cost sent via regular, certified mail and posting.
03/09/2016:	Notice of Council Hearing is sent certified and posted on property.
03/23/2016:	Council Hearing.

Everett Police Department
Code Enforcement Unit

March 9, 2016

City of Everett – Code Enforcement Unit
Hearing Examiner Order dated November 19, 2015
Abatement of violations for property located at: 10708 Holly Drive, Everett, Washington

Itemized Statement for: Estate of Richard D. Webster
Case #: CE15-0909
Abatement Date: January 25, 2016

1) City of Everett Fees for abatement costs incurred:

Hearing Examiner Fine	$1000.00
Abatement of violations (Combined Construction)	$1,627.08
Total:	**$2,627.08**

CITY OF EVERETT Violations Hearing Examiner

City of Everett, a Washington Municipal Corporation, Petitioner,	)	Case No: CE15-0909
vs.	)	**FINAL**
Estate of Richard D. Webster	)	FINDINGS OF FACT,
Unknown Heirs and Unknown Devisees	)	CONCLUSIONS OF LAW
All other occupants of the premises and any other person or parties claiming to have right title, estate lien, or interest in the property	)	AND DEFAULT ORDER OF THE HEARING EXAMINER
10708 Holly Drive	)	
Everett, Washington 98204	)	
Respondent	)	

INTRODUCTION

A hearing on the above captioned matter was held before the Hearing Examiner of the City of Everett on November 19, 2015. At the hearing, the following presented testimony and evidence:

Don Cunningham, City of Everett Code Enforcement Officer
Katie Rathbun, City of Legal Department
Kevin Fagerstrom, City of Everett Code Enforcement Officer

EXHIBITS

At the hearing the following exhibits were submitted and admitted as part of the official record of these proceedings:

Exhibit 1a-1d	Pre-Hearing Inspection Photos dated November 6, 2015
Exhibit 2a-2f	Inspection Photos dated August 31, 2015
Exhibit 3	Proposed Order as submitted by the City of Everett Code Enforcement Unit dated November 19, 2015
Exhibit 4	Violation Citation dated September 24, 2015 with mail receipts
Exhibit 5	Declaration of Service dated September 24, 2015 with photos
Exhibit 6	Email from Kathy Hanka dated August 17, 2015
Exhibit 7	Notice of Condemnation dated September 24, 2015 with mail receipts
Exhibit 8	Condemnation Placard dated September 24, 2015 with photos
Exhibit 9	Snohomish County Assessors Record dated November 9, 2015
Exhibit 10	Go Sync Maps

Exhibit 11 Exhibit List dated November 19, 2015

Based upon a review of the administrative hearing record, the following Findings of Fact and Conclusions of Law hereby constitute the basis of the decision of the Everett Violations Hearing Examiner.

FINDINGS OF FACT

1. Estate of Richard D. Webster, Respondent, is the owner of record of the property at 10708 Holly Drive, Everett, Washington (property). The property is in an R-2 Single Family Medium Density Residential zone as established by the City of Everett. *(Exhibit #9, Snohomish County Assessors Record dated November 9, 2015) (Exhibit #10, Go Sync Maps)*

2. On August 17, 2015, Kathy Hanka, City of Everett Utilities Department, informed City of Everett Code Enforcement Officer Don Cunningham that water service to the residential structure on the property had been disconnected. *(Exhibit #6, Email from Kathy Hanka dated August 17, 2015) (Testimony of Code Enforcement Officer Cunningham)*

3. On August 31, 2015, Officer Cunningham inspected the property and observed and photographed that access to water service had been locked. However, the electrical service remained connected and the residential structure on site appeared to be occupied because of drawn window coverings. *(Exhibit #2a-2f, Inspection Photos dated August 31, 2015) (Testimony of Code Enforcement Officer Cunningham)*

4. On September 23, 2015, Officer Cunningham and City of Everett Police Officer Edmonds contacted an occupant of the residential structure on site. Officer Cunningham spoke with an occupant of the house, Danita Lott, who informed him that she and two men had been living in the house and that there was no water service to the structure. None of the three occupants had approval from the Respondent to live on site. *(Testimony of Code Enforcement Officer Cunningham)*

5. On September 24, 2015, the City issued a violation citation to the Respondent for violations of International Property Maintenance Code (IPMC) 505.1 General as adopted by EMC 16.005.010; IPMC 106.1 Unlawful Acts as adopted by EMC 16.005.010 and IPMC 108.1.3 Structure Unfit for Human Occupancy as adopted by EMC 16.005.010. Copies were mailed to the Respondent via first class and certified mail to the Respondents last known address which Officer Cunningham obtained from Snohomish County Assessors Record. A copy was posted on the property. Each method of service used is independently sufficient to provide notice. (Pursuant to EMC 1.20.010.C.1) *(Exhibit #4, Violation Citation dated September 24, 2015 with mail receipts) (Exhibit #5, Declaration of Service dated September 24, 2015) (Testimony of Code Enforcement Officer Cunningham)*

6. On September 24, 2015, a notice of condemnation was sent via first class and certified mail to the Respondent. The notice provided information to the Respondent of the violations present on the property, and, cited that the residential and accessory structures were required to be vacated no later than September 25, 2015 because of a lack of approved water service to the residence. Officer Cunningham posted a condemnation placard on the property. *(Exhibit #7, Notice of Condemnation dated September 24, 2015 with mail receipts) (Exhibit #8, Condemnation Placard dated September 24, 2015 with photos) (Testimony of Code Enforcement Officer Cunningham)*

7. On November 6, 2015, Officer Cunningham reinspected the property and observed and photographed that the residential structure was unsecured and open to trespass. He observed that lights were on inside the structure. *(Exhibit #1a-1d, Pre-Hearing Inspection Photos dated November 6, 2015) (Testimony of Code Enforcement Officer Cunningham)*

8. The City provided the Respondent with an opportunity to correct the conditions that are in violation of sections of the EMC, provided a corrective action date of September 25, 2015 and provided notice of the date, time and place of this hearing. The Respondent failed to appear at the hearing.

Based on the above Findings of Fact, the Violations Hearing Examiner enters the following Conclusions:

CONCLUSIONS OF LAW

Jurisdiction:

Pursuant to Chapter 1.20 EMC or any Everett Municipal Code (EMC) provisions that identify Chapter 1.20 EMC for enforcement, the Violations Hearing Examiner of the City of Everett has jurisdictional authority to hold the hearing and issue the decision. EMC §1.20.020

Applicable Law:

1. **IPMC 505.1 Water System General,** which reads:

   Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.

2. **IPMC 108.1.3 Structure unfit for human occupancy,** which reads:

   A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or

other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

3. **IPMC 106.1 Unlawful acts,** which reads:

   It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

Conclusions of Law Based on Above Findings:

1. Allowing occupancy of residential and accessory structures without water service, rendering it unfit for human habitation as defined by IPMC 108.1.3, is a violation of IPMC 106.1. The Respondent violated said City ordinance.

2. Failing to properly and adequately provide water service in a safe and approved manner to an occupied residential structure on the property is a violation of IPMC 505.1. The Respondent violated said City ordinance.

ORDER

Based on the Findings of Fact and Conclusions of Law as stated above, it is hereby determined that the Respondent is in default and was in violation of IPMC 106.1 and IPMC 505.1 and is hereby ordered to:

1. The Respondent must abate all violations of IPMC 106.1 and IPMC 505.1 on property located 10708 Holly Drive, Everett, Washington.

2. All abatement of the violations on said property must be completed by **November 27, 2015.** The cleanup and abatement shall include:

   a. The Respondent shall properly and legally board the vacant residential and accessory structures on site to prevent trespassing.

   b. The Respondent shall not allow occupancy of the residential structure on site until approved water service is restored.

3. The Respondent shall be fined $500.00 for violations of IPMC 106.1 and IPMC 505.1 for a fine of $1000.00.

4. The Respondent shall not violate any ordinance set forth in EMC §1.20.020 or any ordinance or regulation that identifies the enforcement procedure described in Chapter 1.20 EMC as the enforcement procedure for said regulations or ordinance, for the next twenty-four (24) months.

5. The Respondent shall pay the $1000.00 fine no later than **December 4, 2015.** Payment shall be made to the City of Everett Treasurer at 2930 Wetmore Suite 100, Everett Washington, 98201. If payment is not made on or before December 4, 2015

collection action will be taken, which may include assigning the debt to a collection agency pursuant to EMC §1.20.050(D).

6. This written Order shall be controlling over any conflicts with oral Orders issued at the Public Hearing.

7. If the Respondent fails to abate the identified violations as directed by this Order, the City of Everett is authorized to undertake and complete the abatement in conformance with the provisions of the Everett Municipal Code, Chapter 1.20, at the full expense of the owner, which shall be in addition to the fines as imposed herein. The City may act without further order or direction of the Violations Hearing Examiner.

8. Any post hearing motions shall comply with the Rules of Procedure of the City of Everett Hearing Examiner for Code Enforcement which can be found on the City of Everett web site.

9. Any appeal of this Order must be filed in Superior Court and be made within twenty-one days of the issuance of this Order and comply with the procedures set forth in Chapter 36.70C of the Revised Code of Washington. EMC §1.20.040 (F)(8)(h).

Violation of this Order is a misdemeanor offense EMC §1.20.080.

Done and dated 19th day of November, 2015.

James M. Driscoll
Violations Hearing Examiner
City of Everett

I Anne Weech, do hereby certify that on Nov 20, 2015, I mailed certified / 1st class Estate Richard Webster, Quality Loan Service a true and accurate copy of the order / VC issued re: case # CE15-0909

Anne Weech
Signature

Combined Construction, Inc.

4493 Russell Road Ste:G
Mukilteo, WA 98275

Invoice

Date	Invoice #
1/28/2016	2013-035-23

Bill To
City of Everett 3002 Wetmore Ave. Everett, WA 98203 USA

P.O. No.	Terms	Project
PW15285	Net 30	2013-035 On-Call Police As...

Quantity	Description	Rate	Amount
1	Labor 12 Hours @70.00/Hour	840.00	840.00T
1	Equipment Service Truck, Generator, and Hand/Power Tools	325.00	325.00T
1	Materials*	325.00	325.00T
	Sales Tax	9.20%	137.08

* KEVIN FAGERSTION DISCUSSED THIS W/ PURCHASING, CLARK LANGSTRAFT AND IT IS ACCEPTABLE

APPROVED D.S. [signature] # 497 1-29-16

Total	$1,627.08

SMALL WORKS PUBLIC WORKS CONTRACT ($2,500 or less including tax)

STATEMENT OF INTENT TO PAY PREVAILING WAGES AND AFFIDAVIT OF WAGES PAID

This form must be typed or printed in ink and completed in full or it will be returned for correction. Large, bold numbers match instructions on the back of this form. Shaded areas are for the Awarding Agency and Labor &Industries (L&I) use only.

No filing fee

Contractors may obtain this form from the CONTRACT AWARDING AGENCY only. Contractors must complete and return the form to the CONTRACT AWARDING AGENCY. If the agency approves the form, it will send a copy of the approved form to L&I within 30 days of the date the agency received the form from the contractor.

1 Contract Awarding Agency: City of Everett Purchasing Div

Project Name: Boarding e 10708 Holly

Awarding Agency Address: 3200 Cedar St

Contract or Purchase Order Number: PW 15285

City: Everett | State: WA | ZIP+4: 98201

County Where Work Was Performed: Snohomish

City Where Work Was Performed: Everett

Indicate Total Dollar Amount of Your Contract - Include Sales Tax (No "Time & Materials" allowed) $ 1627.08

Date Contract Awarded (mm/dd/yy): 12/11/16

Date Work Completed (mm/dd/yy): 1/25/16

2 Number of Owner/Operators who own at least 30% of the company who performed work on this project: (check one box) ☐ None (0) ☒ One (1) ☐ Two (2) ☐ Three (3)

3 Did employees perform work on this project? (check one box) ☒ Yes ☐ No (If "Yes" - please list below)

4 Crafts/Trades/Occupations and Apprentices – For Apprentices enter the name, registration number, trade, dates worked on project, stage of progression, wage and usual benefit for each apprentice.	5 Number of Workers in Each Trade	6 Total # of Hours Worked in Each Trade	7 Rate of Hourly Wages	8 Rate of Hourly Usual ("Fringe") Benefits
General Labor	2	12	42.67	-0-

9 Contractor Company Name: Combined Construction Inc

Contractor Address: 4493 Russell Rd Ste 6

Contractor Phone Number: 425-610-4334

Contractor Email Address: ajsccl@gmail.com

City: Mukilteo | State: WA | ZIP+4: 98275

Contractor Registration Number: COMBICI893NT

Contractor UBI Number: 603-119-288

Contractor Industrial Insurance Account Number: 216,146-00

I hereby certify that the above information is correct and that all workers I employed on this Public Works Project were paid no less than the Prevailing Wage rate(s) as determined by the Industrial Statistician of the Department of Labor & Industries. I understand that contractors who violate Prevailing Wage laws, e.g., apply incorrect classifications/scopes of work for tasks performed on the project, fail to pay correct prevailing wage rates, etc., are subject to fines and/or debarment and will be required to pay any back wages due workers. See RCW 39.12.065.

Contractor Signature: [signature] | Date: 1/28/16 | Title: VP/GM

PLEASE NOTE:

- In approving this form, the Awarding Agency must verify that the Contractor's Registration or License is current and valid.
- The contract dollar amount indicated shall only be for a single payment in full on a single contract with the Awarding Agency. NO subcontractors.
- For information on potential Awarding Agency liability regarding use of this alternate filing process, see RCW 39.12.040(2)(d).
- RCW 39.12.040(2)(e): Nothing in this section shall be interpreted to allow an Awarding Agency to subdivide any public works project of more than two thousand five hundred dollars for the purpose of circumventing the procedures required by RCW 39.12.040(1).

10 Approval: Name and Title of Individual Authorized to Approve This Form on Behalf of the Awarding Agency (type or print) | Phone Number | Email Address

Signature of Individual Authorized to Approve This Form on Behalf of the Awarding Agency | Date

Received: Department of Labor & Industries

Date: _____

EVERETT POLICE DEPARTMENT
CODE ENFORCEMENT UNIT

February 8, 2016

Estate of Richard D. Webster
Unknown Heirs and Unknown Devisees
All other occupants of the premises and any
other person or parties claiming to have right
title, estate lien, or interest in the property
10708 Holly Drive
Everett, WA 98204

Re: Case #CE15-0909: Hearing Examiner Order Property Abatement
Violation Address: 10708 Holly Drive, Everett, WA 98201

Dear Estate of Richard D. Webster et al,

On November 19, 2015, the City of Everett Hearing Examiner issued an Order requiring abatement of violations of IPMC 505.1 and IPMC 106.1 on the property noted above and assessed a fine of $1000.00. The abatement of all or part of the violations was not completed by the compliance date of November 27, 2015. Pursuant to a Notice of the City of Everett Code Official the City abated the outstanding violations.

The abatement of the violations on the property was completed on January 25, 2016, pursuant to the Notice of the City of Everett Code Official and provisions of the Everett Municipal Code, chapter 1.20. The cost to the City for this work is $1,627.08 and an invoice is attached. According to EMC 1.20.090 (B), all costs of abatement, including incidental expenses, shall be billed to the Respondent and become due and payable 30 days from the date of this bill. Failure to pay this fine could result in an assessment lien against the property.

Please note that this is the only notice you will be receiving from the City in regards to this matter.

Payment shall be made to:

City of Everett
Treasurer's Office
2930 Wetmore, Suite 100
Everett, WA 98201

Please reference your **Case Number CE15-0909** on your check, money order or at the time of payment. If you have any questions, please contact our office at (425)257-8560.

Thank you for your prompt response,

Kevin Fagerstrom

Kevin Fagerstrom
Code Enforcement Supervisor
Code Enforcement Unit
Everett Police Department

Anne Weech, do hereby certify that on Feb 8, 2016, I mailed certified / 1st class Webster Estate

a true and accurate copy of the ~~order / VC~~ issued re: case # CE15-0909 Notice of Bill

Anne Weech
Signature

POLICE

CODE ENFORCEMENT UNIT

March 10, 2016

NOTICE OF HEARING

Estate of Richard D. Webster
Unknown Heirs and Unknown Devisees
All other occupants of the premises and any
other person or parties claiming to have right
title, estate lien, or interest in the property
10708 Holly Drive
Everett, WA 98204

Re: Case Number CE15-0909
10708 Holly Drive

Dear Estate of Richard D. Webster et al,

You are hereby notified that there will be a public hearing before the Everett City Council regarding your property located at 10708 Holly Drive, Everett, Washington, the legal description of which is follows:

RANCHO INTERCITY BLK 003 D-01 - THE ELY 70FT OF SLY 150FT OF LOT 17BLK 3

TAX PARCEL NUMBER: 00-5523-003-017-01

SUBJECT: The Code Enforcement Unit will request City Council adopt a resolution confirming the expenses incurred by the City of Everett while performing abatement of violations and authorizing placement of lien against the above-described property in the amount of abatement costs and the unpaid penalties imposed by the Everett Hearing Examiner on November 19, 2015. This amount totals $2,627.08. The resolution and packet to be presented to the City Council are enclosed.

The City Council will formally consider adopting/denying the resolution at the date, time, and location below.

DATE: Wednesday, March 23, 2016

TIME: 12:30 p.m.

LOCATION: City Council Chambers
3002 Wetmore Avenue
Everett, WA 98201

Please contact me at (425) 257-8565 with any questions.

Kevin Fagerstrom

Kevin Fagerstrom, Supervisor Code Enforcement Unit

I Anne Weech, do hereby certify that on Mar 10, 2016, I mailed certified / 1st class Estate of Richard Webster

a true and accurate copy of the ~~order / VC~~ issued re: case # CE 15-0909 Notice of hearing

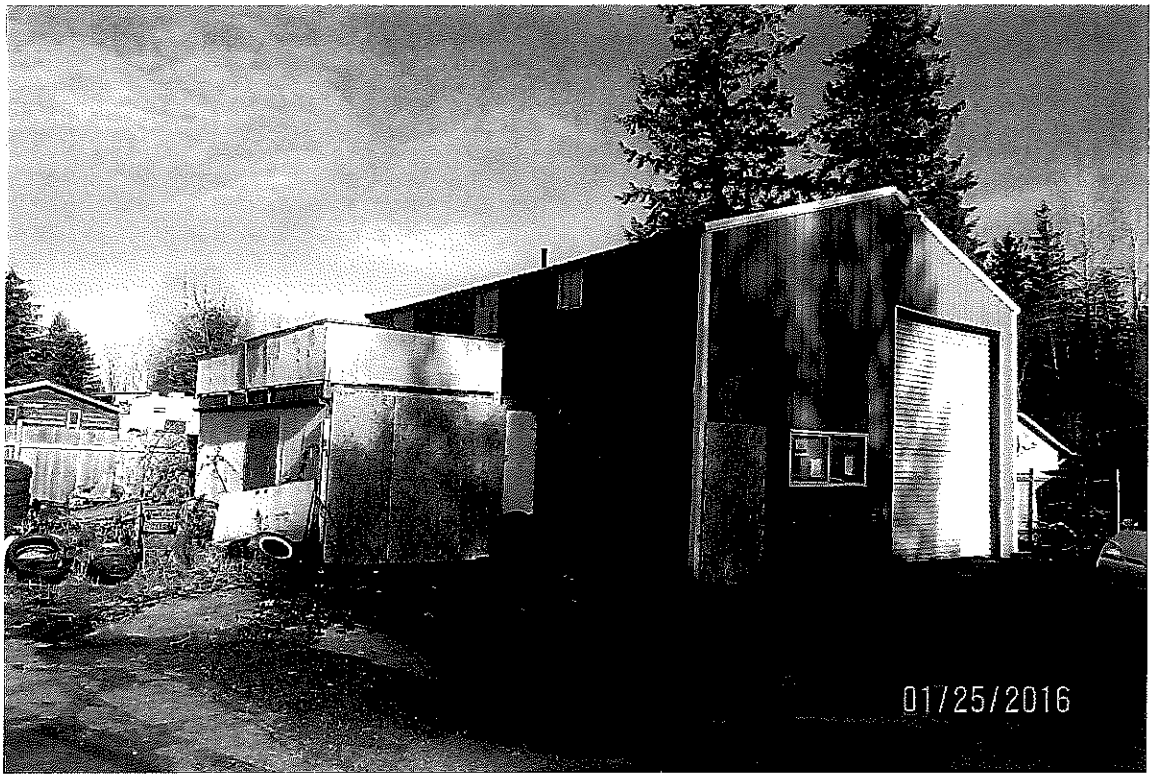
Anne Weech
Signature

12/21/2015

12/21/2015

01/25/2016

01/25/2016


01/25/2016

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Purchase of Police Vehicles from State Contract 03713

	Consent	COUNCIL BILL #	
X	Action	Originating Department	Finance/Purchasing
	First Reading	Contact Person	Clark Langstraat
	Second Reading	Phone Number	425-257-8901
	Third Reading	FOR AGENDA OF	March 23, 2016
	Public Hearing		

Initialed by:
Department Head
CAA db
Council President

Location	Preceding Action	Attachments	Department(s) Approval
Motor Vehicle Division		None	Motor Vehicle Division , Police

Amount Budgeted	$199,020.28	
Expenditure Required	$199,020.28	Account Number(s):
Budget Remaining	-0-	2016 Fund 126 Vehicle Replacement
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The Everett Police Department requests to replace six vehicles with five Ford Police Interceptor Utilities and one Ford Fusion Hybrid sedan. These vehicles are available from competitively bid Washington State Contract 03713. The City's interlocal cooperative purchasing agreement with the State authorizes the City to make purchases from the State's competitively awarded contracts in lieu of soliciting bids on our own.

This purchase will replace six vehicles on the 2016 Approved Replacement List. Replaced vehicles will be surplused when replacements are put into service.

RECOMMENDATION (Exact action requested of Council):

Approve the Purchase of Police Vehicles from State Contract 03713 in the amount of $199,020.28 including Washington State Sales Tax.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Senator Henry M. Jackson Park – Phase One Renovation Project Change Order #5 in the amount of $96,537.55 plus Washington State sales tax

_____ Briefing
_____ Proposed Action
_____ Consent
_____ Action
_____ First Reading
_____ Second Reading
_____ Third Reading
_____ Public Hearing
_____ Budget Advisory

COUNCIL BILL #	
Originating Department	Parks
Contact Person	John Petersen
Phone Number	425-257-8371
FOR AGENDA OF	March 23,2016

Initialed by:
Department Head _____
CAA db
Council President _____

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Senator Jackson Park, 1710 State Street	Construction Contract and Change Orders #1-4	Change Order	Parks, Administration

Amount Budgeted	$2,638,795.00 $150,393.00	Fund 354, Program 043 Public Works
Expenditure Required	$96,537.55 plus sales tax	Account Number(s): Fund 354, Program 043
Budget Remaining	$69,760.00	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:
City Council awarded a construction contract on October 8, 2014 for the phase one renovation project at Senator Henry M. Jackson Park. There have been four previous Change Orders:

#1 March 4, 2015, for $146,911.44 plus sales tax
#2 April, 2015, for $36,901.68 plus sales tax
#3 June 17, 2015, for $91,150.36 plus sales tax
#4 September 16, 2015, for $107,300.09 plus sales tax

Change Order #5, in the amount of $96,537.55 plus sales tax, provides modifications to playground and community garden railings, improves site drainage, and funds temporary fencing and additional off-site disposal to remove unanticipated construction debris.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign Senator Henry M. Jackson Park – Phase One Renovation Project Change Order #5 in the amount of $96,537.55 plus Washington State sales tax.

Change Order Cover Sheet/For Internal City Use Only

CITY OF EVERETT

Project Title	Senator Henry Jackson Park Renovation Phase I
Department	Parks and Recreation
Work Order No.	PO PW2014-43
Change Order No.	RFCOPB 2015-11-28 E/CO5
Contractor	Faber Construction
City Staff Contact	Bob Hillmann/Dean Shaughnessy
Council Approval Needed?	Yes ☒ No ☐

CONTRACT PRICE (EXCLUDING WASH. STATE SALES TAX)

CONTRACT STATUS PRIOR TO THIS CHANGE ORDER			
Original contract price	$1,428,000.00		
Cumulative Amount of prior change orders	$ 345,361.89		
Total Contract Price (*prior* to this Change Order)		$1,810,263.57	
CONTRACT STATUS INCLUDING THIS CHANGE ORDER			
Amount of this Change Order	$96,537.55		
Cumulative Amount of Change Orders (including this Change Order)			$478,801.12
Total Contract Price (*including* this Change Order)			$1,906,801.12
CHANGE ORDER LIMIT WITHOUT COUNCIL APPROVAL (per Ordinance 2761-04)			
$217,800.00			

Change Order Cover Sheet/For Internal City Use Only

CONTRACT TIME

Original Contract Duration	Working Days ☐ Calendar Days ☒	230
Date of Notice to Proceed		12/10/2014
Cumulative adjustment to duration by *prior* Change Orders		308
Adjustment to duration by *this* Change Order		101
New Contract Duration (*including* this Change Order)		409

EXPLANATION/JUSTIFICATION

Change Order 5 work items:

1) Mobilization
2) Daily Force Account - From the time period August 3, 2015 to December 9, 2015, labor, trucking and offsite disposal to remove construction debris encountered during excavation activity. The construction debris includes but is not limited to: concrete, asphalt, brick, timbers, large woody debris, and various metals.

   Also includes Field Change Directives:

   26 - Add a French Drain at drain structure 5

   28 – Add a French Drain SE Corner pervious walkway

   37 – Modifications to playground and community garden railing

   40 – Modifications to basketball backboards poles

   44 – Temporary construction fencing central play area

   45 – Installation of basketball backboards
3) Additional top soil was required throughout the site. The estimated quantity was short.
4) The contract called for demolition and salvage of the existing curbing and to re-purpose it to terrace the community gardens. There was not enough existing curbing to construct per plan so approximately 425 linear feet of type E-1 curb was install in the community garden.

   Note: this item was mistakenly listed as a justification/explanation for change order #4. The expense of $9,850.37 is clearly identified as item #4 in "Attachment A" Change Order 5.
5) Once all the walkways were in place it was very apparent we had a location where people would consistently take a short cut across the lawn to access the new picnic shelter. Therefore, a 15' X 6' concrete walkway was installed.
6) After the project had been bid, it was identified that some of the more recent accomplishments Senator Jackson achieved while in office where not included in the contract. Additional blasted spokes pointing to Senator Jackson's achievements were added to the contract. **Boeing Everett Production Plant, Eight National Parks in Hawaii, Naval Station Everett.**
7) Sheet metal contractor recommended a better way to finish the interior corners of the stainless steel panels in the restrooms. City agreed to split the additional cost with Faber Construction.
8) The original design left sharp ends of the wire from the gabion baskets exposed. Additional concrete was necessary to address protruding gabion wire concerns.

Change Order Cover Sheet/For Internal City Use Only

9) The City changed the seed mix to a mix that would establish quicker due to weather constraints and grant deadlines. The original seed mix was delivered to the city for reseeding at a later date.

10) Installation of Boeing provided raised planter boxes were not part of the original contract. Added to contract for efficiency.

11) Additional Asphalt was necessary on the North, South, and West sides of the site. The existing asphalt was bad beyond construction limits identified in the drawing and specifications. Approval was given to remove the additional bad asphalt and replace with new.

12) The City elected to maintain control of access to the park after construction was completed to allow the grass and new landscape more time to establish and requested the contractor to extend the lease of the construction fence.

CityStaff Contact: Bob Hillmann/Dean Shaughnessy
Date: 02/24/16

ATTACHMENT A
Project Name Senator Henry Jackson Park Renovation Phase I
Account (JC #) PO PW2014-43
Contractor: Faber Construction
Change Order No. 5
Date: 02/22/2016

Item #	Description	Change Prop / Change Dir	Character of CO	Quantity	Unit	Unit Price	Total
1	Mobilization	Change Prop	PI – UDC - UCC	1	LS		$5,510.00
2	20045 Daily Force Account	Change Prop / Change Dir	PI – UCC - UDC	1	LS		$44,532.62
3	Provide Additional Top Soil	Change Prop	UCC – PI - UDC	570	CY	$21.78	$12,414.60
4	Garden Area Concrete Barrier Curb	Change Prop	UDC	424	LF	$23.23	$9,850.37
5	Field Change Directive 27 Additional Sidewalk By New Shelter	Change Dir	PI	90	SF	$3.68	$331.06
6	Added Additional Informational Arrows to Plaza Sign	Change Dir	PI	1	EA	$5,265.12	$5,265.12
7	SS Panel Modifications	Change Prop	PI	1	LS	$1,497.00	$1,497.00
8	Field Change Directive 29 Placement of Gabion Bench Caps	Change Dir	PI - UDC	300	SF	$7.00	$2,100.00
9	Field Change Directive 39 Change of Seed Mix / Additional Seeding	Change Dir	UCC	1	LS	$3,253.60	$3,253.60
10	Add Raised Planters in Community Garden Area to Contract	Change Dir	PI	1	LS	$4,834.00	$4,834.00
11	Field Change Directive 43 Existing Asphalt Outside of Original	Change Dir	PI – UCC	118	SY	$39.73	$4,691.68

	Contract Boundary was Bad.						
12	Temporary Fence Rental Needed Additional Time for Grass to Establish.	Change Prop	UCC	1	LS	$2,257.50	$2,257.50
	Total Change Order #5						$96,537.55

Notes:

1. Credits to the City are shown as "( )"
2. The City Field Staff, based on site conditions and immediate construction requirements, direct Field Changes
3. Change Proposals initiated by the Contractor; Change Directives initiated by the City.
4. Character of Change Order
    a. PI-Project Improvement
    b. UDC-Unforeseen Design Conditions
    c. UCC- Unforeseen Construction Conditions

CITY OF EVERETT
Change Order

Project Title	Senator Henry M. Jackson Park Renovation
Department	Parks and Recreation
Work Order No.	PW #2014-43
Contractor:	Faber Construction
Contract Award Date:	10/08/2014
City Staff Contact:	Dean Shaughnessy
Change Order No.	RFCOP 2015-11-28 E/ CO 5
Change Order Effective Date	

CONTRACT PRICE (exclusive of Wash. State Sales Tax)

Original contract price	$1,428,000.00
Cumulative Amount of prior change orders	$382,263.57
Total Contract Price including prior change orders	$1,810,263.57
Amount of this Change Order	$ 96,537.55
Total Contract Price *including* this Change Order	$1,906,801.12

CONTRACT TIME

Original Contract Duration 230	Working Days ☐	Calendar Days ☒
Date of Notice to Proceed		12/10/2014
Cumulative adjustment to duration by *prior* Change Orders		308
Adjustment to duration by *this* Change Order		101
New Contract Duration (*including* this Change Order)		409

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scale

Project: Senator Henry M. Jackson Park Renovation
Change Order No. RFCOP E 2015-11-28
Change Order Effective Date: _____

Contractor and City agree as follows:

1. **The scope of Work shall be changed to the extent described in Exhibit A.**

2. **With the exception of Washington State sales tax, the amount of the change order for the changes described in Exhibit A, represents complete compensation for the changes described in Exhibit A, including all direct and indirect costs and impacts. The contract price shall be adjusted as described in this Change Order.**

3. **Everett Municipal Code 3.80.050 sets forth the threshold amounts below which the Mayor or his designee is authorized to direct Contractor to perform additional work. In calculating such threshold amounts, Washington State sales tax, if applicable to the Work, has been considered.**

4. **The duration of the Contract shall be adjusted to the extent described in this Change Order.**

5. **Contractor waives and releases any and all claims arising out of, or related to, this Change Order, the work described in Exhibit A, and all work and actual or constructive changes that occurred or began prior to the date of this Change Order, including, but not limited to, claims for equitable adjustment of time and compensation, delay, impact, overhead, or inefficiencies. This provision does not apply to requests for equitable adjustment of time or price for which the Contractor timely and properly provided notice of a differing site condition, protest, dispute, claim or Contract Claim as required by the Contract Documents. If the Contract Documents establish a time period for notice of a differing site condition, protest, dispute, claim, or Contract Claim that ends after the date of this Change Order, but relates to work performed prior to the date of this Change Order, then this provision does not apply if the Contractor timely and properly submits such notice**

6. **This Change Order only changes the contract between Contractor and City to the extent explicitly provided herein.**

CITY		
	Attest:	Approved As to Form:
Mayor Date: _____	City Clerk Date: _____	City Attorney Date: _____

Recommended By:			
Construction Manager (if applicable)	Project Engineer (if applicable)	Engineering Manager (if applicable)	Department Director
Date: 2/24/16	Date: _____	Date: _____	Date: 3/11/16

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scale

Project: Senator Henry M. Jackson Park Renovation
Change Order No. RFCOP E 2015-11-28
Change Order Effective Date:

CONTRACTOR	
By _____ Arron Haws Officer	Date: February 04,2016

Exhibit A—Description of Changed Work

SEE ATTACHED SHEETS

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scale

RFCOP E CO5				Job#	17582
	Senator Henry M. Jackson Park Renovation			Unit Each	Bid Line
ITEM	What are we installing	Quantity	Description	Per Unit	Unit Loaded
1	MOBILIZATION 1-09.7	1	LS	$ 5,510.00	$ 5,510.00
2	20045 Daily Force Account	1	LS	$ 44,532.62	$ 44,532.62
3	Additional Top Soil	570	CY	$ 21.78	$ 12,414.60
4	Garden Area Concrete Barrier Curb(no prep or labor)	424	LF	$ 23.23	$ 9,850.37
5	FCD 27 Additional Sidewalk By New Shelter(no labor)	90	SF	$ 3.68	$ 331.06
6	Plaza Sign Adds	1	EA	$ 5,265.12	$ 5,265.12
7	SS Panel Modifications	1	LS	$ 1,497.00	$ 1,497.00
8	FCD 29 Gabion Bench Caps	300	SF	$ 7.00	$ 2,100.00
9	FCD 39 Extra Seeding	1	LS	$ 3,253.60	$ 3,253.60
10	Raised Planters In Garden Area	1	LS	$ 4,834.00	$ 4,834.00
11	FCD 43 Additional Asphalt	118	SY	$ 39.76	$ 4,691.68
12	Temporary Fence Rental	1	LS	$ 2,257.50	$ 2,257.50
	Totals				$ 96,537.55

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Change Order No. 1 with Thomco Construction for the Shore Ave Storm Water Outfall Project

_____	Briefing
_____	Proposed Action
_____	Consent
_____	Action
_____	First Reading
_____	Second Reading
_____	Third Reading
_____	Public Hearing
_____	Budget Advisory

COUNCIL BILL #	
Originating Department	Public Works
Contact Person	Tom Fuchs
Phone Number	425-257-8931
FOR AGENDA OF	March 16, 2016

Initialed by:
Department Head _____
CAA _____
Council President _____

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Southwest Everett, near Mukilteo Boulevard	Bid: June 2, 2015 Bid Award: June 24, 2015	Change Order No.1	Public Works

Amount Budgeted	$1,900,000.00	Account Number(s): UP 3118
Expenditure Required	$226,831.52	
Budget Remaining	$140,000.00	
Additional Required	$0.00	

DETAILED SUMMARY STATEMENT:

This project includes improving the storm drainage system along Shore Avenue and construction of a new outfall system.

Change order No.1 modifies Schedule A of the project on four existing bid items: Force Account, Traffic Control Labor, Hot Mix Asphalt and Gravel Borrow. Change order #1 also adds two new bid items to Schedule A - work to make modifications to the design of the Cathodic Protection System and to add approximately 400 linear feet of new eight-inch Ductile Iron water main and related parts to the City's water system on Shore Avenue.

The total net increase cost to the contract for these modifications and additions is $226,831.52.

Additionally, Change order #1 extends the project's contract time by 70 working days.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign Change Order No.1 with Thomco Construction for the Shore Ave Storm Water Outfall Project in the amount of $226,831.52, including Washington State sales tax.

CITY OF EVERETT
Change Order

Project Title	Shore Avenue Storm Water Outfall Improvements
Department	Public Works Department
Work Order No.	3118
Contractor:	Thomco Construction
Contract Award Date:	6/24/2015
City Staff Contact:	Tom Fuchs
Change Order No.	1
Change Order Effective Date	January 4, 2016

CONTRACT PRICE (exclusive of Wash. State Sales Tax)

Original contract price	$1,529,647.00
Cumulative Amount of prior change orders	$0
Total Contract Price including prior change orders	$1,529,647.00
Amount of this Change Order	$226,831.52
Total Contract Price *including* this Change Order	$1,756,478.52

CONTRACT TIME

Original Contract Duration 100	Working Days ☒ Calendar Days ☐
Date of Notice to Proceed	8/5/2015
Cumulative adjustment to duration by *prior* Change Orders	0
Adjustment to duration by *this* Change Order	70
New Contract Duration (*including* this Change Order)	170

Project: Shore Avenue Storm water Outfall Improvements Project
Change Order No.1
Change Order Effective Date: January 4, 2016

Contractor and City agree as follows:

1. **The scope of Work shall be changed to the extent described in Exhibit A.**

2. **With the exception of Washington State sales tax, the amount of the change order for the changes described in Exhibit A, represents complete compensation for the changes described in Exhibit A, including all direct and indirect costs and impacts. The contract price shall be adjusted as described in this Change Order.**

3. **Everett Municipal Code 3.80.050 sets forth the threshold amounts below which the Mayor or his designee is authorized to direct Contractor to perform additional work. In calculating such threshold amounts, Washington State sales tax, if applicable to the Work, has been considered.**

4. **The duration of the Contract shall be adjusted to the extent described in this Change Order.**

5. **Contractor waives and releases any and all claims arising out of, or related to, this Change Order, the work described in Exhibit A, and all work and actual or constructive changes that occurred or began prior to the date of this Change Order, including, but not limited to, claims for equitable adjustment of time and compensation, delay, impact, overhead, or inefficiencies. This provision does not apply to requests for equitable adjustment of time or price for which the Contractor timely and properly provided notice of a differing site condition, protest, dispute, claim or Contract Claim as required by the Contract Documents. If the Contract Documents establish a time period for notice of a differing site condition, protest, dispute, claim, or Contract Claim that ends after the date of this Change Order, but relates to work performed prior to the date of this Change Order, then this provision does not apply if the Contractor timely and properly submits such notice**

6. **This Change Order only changes the contract between Contractor and City to the extent explicitly provided herein.**

CITY		
	Attest:	Approved As to Form:
Mayor Date: _____	City Clerk Date: _____	City Attorney Date: _____

Recommended By:			
Construction Manager (if applicable)	Project Engineer (if applicable)	Engineering Manager (if applicable)	Department Director
Date: 2-19-16	Date: 2-23-2016	Date: 2/23/16	Date: 2/24/16

CONTRACTOR	
By [signature] V.P. Officer	Date: 2/8/16

Exhibit A—Description of Changed Work

Change Order #1 modifies 4 existing bid items and adds two new items to Schedule A portion of the contract as follows:

Modified bid items under schedule A are as follows:

Modify existing **bid item #5** titled, **"Force Account,"** by adding an additional $50,000.00 to the amount anticipated for work completed by the Force Account method.

Modify existing **bid item #6** titled, **"Traffic Control Labor,"** by adding an additional 500 hours of Traffic Control Labor, at the unit price of $53.00 per hour, resulting in a $26,500.00 contract price increase.

Modify existing **bid item #13,** titled, **"HMA Class 1/2" PG64-22,"** by adding an additional 80 tons of HMA Class ½" PG64-22, at the unit price of $131.00 per ton, resulting in a $10,480.00 contract price increase.

Modify existing **bid item #37,** titled, **"Gravel Borrow Including Haul,"** by adding an additional 3,200 tons of Gravel Borrow Including Haul, at the unit price of $21.00/ton, resulting in a $67,200.00 contract price increase.

New items being added to schedule A are as follows:

Add **new item #100** to schedule A titled, **"Cathodic Protection System Modifications",** in the lump sum amount of **$15,403.52.**

Add **new item #101** to schedule A titled, **"8-Inch Ductile Iron Pipe and Appurtenances"**, in the lump sum amount of **$57,248.00.**

The result of modifying four (4) existing bid items, and adding two (2) new items to the contract, results in a $226,831.52 contract price increase.

JUSTIFICATION:

Existing **Item #5 – Force Account.** Existing schedule A dollar amount for this force account bid item was for $50,000.00. The current amount paid out is at $87,451.74 for work that's been directed and completed under the force account method of tracking costs. There is still some additional work anticipated to be directed and paid for under the force account method.

Existing **Item #6 – Traffic Control Labor.** Additional hours of Traffic Control Labor were required to complete work under schedule A portion of the Contract.

Existing **Item #13 – HMA Class ½" PG64-22.** Additional tons of HMA Class ½" PG64-22 will be required to complete the paving work on Shore Avenue under schedule A portion of the Contract.

Existing **Item #37 – Gravel Borrow Including Haul.** Additional tons of Gravel Borrow Including Haul were required to complete the trench backfilling and roadway subgrade preparation in schedule A portion of the Contract.

Item #100 – Cathodic Protection System Modifications. These modifications were being requested by the Public Works Utilities Department Technical Services Group which operate the various Cathodic Protection Systems throughout the City.

Item #101 – 8-inch Ductile Iron Pipe and Appurtenances. This item being added for safety reasons to protect workers and limit risk of further failure of the existing 6-inch cast iron water main which has ruptured twice in this vicinity since 2008. The new 8-inch ductile iron water main and appurtenances are being added to effectively provide a safe working environment for construction workers, which by contract, are required to install a new 36-inch storm drain pipe, some 15 feet lower in elevation and which crosses this water main in a nearly parallel fashion at one point and closely parallels it for several hundred feet along Shore Avenue.

CONTRACT TIME:

Seventy, (70), additional working days are being added to the contract time as a result of this change order. Thomco requested 105 working days be added to the contract time in its letter to the City dated November 23rd, 2015. The City of Everett responded on December 2, 2015, that it would agree to an addition of 36 added working days, and requested additional information on many of Thomco's requested additional days. Thomco furnished this information for City's evaluation in its January 12th 2016 letter, documenting that it would be willing to compromise on its earlier time request of 105 working days, to the addition of 70 working days. The City reviewed the information provided by Thomco and has elected to accept Thomco's revised time request of 70 additional working days to the Contract Time, as documented in the City's letter of January 28, 2016.

Reasons for this additional time being granted are attributed to the following: Changes requested by the City in materials to the Cathodic Protection System being installed, changed conditions in ground being excavated requiring additional monitoring and added trench dam installation, addition of approximately 450 linear feet on new 8-inch ductile iron pipe and appurtenances, additional time for

the ordering and procurement of long lead special HDPE pipe fittings and other materials, several existing drainage structures that were to be connected to, but which were not structurally sound and required installation of new structures, relocation of existing an existing cast iron water main to install new hydrodynamic separator and subsequent rupture of said existing water main, and repair of damages caused by said ruptured water main, repair of BNSF existing concrete culvert pipe, project delays to critical path work by BNSF not having flagman and signal man available during times of Thomco's critical path scheduled needs, and miscellaneous work that occurred which affected project critical path that was unforeseen at time of bid and paid for under the force account bid item.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Change Order No.2 with Interwest Construction for Sewer System Replacement and Capacity Improvements Sewer "M"

____	Briefing
____	Proposed Action
____	Consent
X	Action
____	First Reading
____	Second Reading
____	Third Reading
____	Public Hearing
____	Budget Advisory

COUNCIL BILL #	
Originating Department	Public Works
Contact Person	Tom Fuchs
Phone Number	425-257-8931
FOR AGENDA OF	March 16, 2016

Initialed by:
Department Head ____
CAA ____
Council President ____

Location	Preceding Action	Attachments	Department(s) Approval
Vicinity of Rucker to Wetmore Avenues and 10th to 12th Streets	Bid: January 13, 2015; Award: February 11, 2015	Change Order No. 2 Vicinity Map	Public Works

Amount Budgeted	$11,500,000.00	Account Number(s): UP 3470
Expenditure Required	$1,002,259.68	
Budget Remaining	$550,000.00	
Additional Required	$0.00	

DETAILED SUMMARY STATEMENT:

This project includes construction of combined sewers, replacing existing side sewers, storm drainage, and storm drain control structure.

Change order No. 2 adds about four additional blocks of sewer replacement and new storm drains to the project. The additional storm drain and sanitary sewer improvements at the north end of Sewer M Phase I project, will allow completion of restoration work in this area, accelerate basement flooding protection for an additional 31 homes and replace 900 feet of deteriorated sewer pipe.

It modifies 21 existing and adds 11 new items to Schedule A, and modifies 25 existing and adds nine new items to Schedule B, of the contract. The total net increase cost to the contract for these modifications is $1,002,259.68

Additionally, Change Order No. 2 extends the project's contract time by 40 working days.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign Change Order No.2 with Interwest Construction for Sewer System Replacement and Capacity Improvements Sewer "M" in the amount of $1,002,259.68, including Washington State sales tax.

CITY OF EVERETT
Change Order

Project Title	Sewer System Replacement and Capacity Improvements Sewer "M"
Department	Public Works
Work Order No.	UP3470
Contractor:	Interwest Construction, Inc.
Contract Award Date:	February 11, 2015
City Staff Contact:	Tom Fuchs
Change Order No.	2
Change Order Effective Date	February 29, 2016

CONTRACT PRICE (exclusive of Wash. State Sales Tax)

Original contract price	$9,924,064.00
Cumulative Amount of prior change orders	$48,866.00
Total Contract Price including prior change orders	$9,972,930.00
Amount of this Change Order	$1,002,259.68
Total Contract Price *including* this Change Order	$10,975,189.68

CONTRACT TIME

Original Contract Duration 260	Working Days ☒ Calendar Days ☐
Date of Notice to Proceed March 30, 2015	260
Cumulative adjustment to duration by *prior* Change Orders	0
Adjustment to duration by *this* Change Order	40
New Contract Duration (*including* this Change Order)	300

Project: Sewer System Replacement and Capacity Improvements Sewer "M"
Change Order No. 2
Change Order Effective Date: February 29, 2016

Contractor and City agree as follows:

1. **The scope of Work shall be changed to the extent described in Exhibit A.**

2. **With the exception of Washington State sales tax, the amount of the change order for the changes described in Exhibit A, represents complete compensation for the changes described in Exhibit A, including all direct and indirect costs and impacts. The contract price shall be adjusted as described in this Change Order.**

3. **Everett Municipal Code 3.80.050 sets forth the threshold amounts below which the Mayor or his designee is authorized to direct Contractor to perform additional work. In calculating such threshold amounts, Washington State sales tax, if applicable to the Work, has been considered.**

4. **The duration of the Contract shall be adjusted to the extent described in this Change Order.**

5. **Contractor waives and releases any and all claims arising out of, or related to, this Change Order, the work described in Exhibit A, and all work and actual or constructive changes that occurred or began prior to the date of this Change Order, including, but not limited to, claims for equitable adjustment of time and compensation, delay, impact, overhead, or inefficiencies. This provision does not apply to requests for equitable adjustment of time or price for which the Contractor timely and properly provided notice of a differing site condition, protest, dispute, claim or Contract Claim as required by the Contract Documents. If the Contract Documents establish a time period for notice of a differing site condition, protest, dispute, claim, or Contract Claim that ends after the date of this Change Order, but relates to work performed prior to the date of this Change Order, then this provision does not apply if the Contractor timely and properly submits such notice**

6. **This Change Order only changes the contract between Contractor and City to the extent explicitly provided herein.**

CITY		
	Attest:	Approved As to Form:
Mayor Date: _____	City Clerk Date: _____	City Attorney Date: _____

Recommended By:			
Construction Manager (if applicable)	Project Engineer (if applicable)	Engineering Manager (if applicable)	Department Director
Ron Fuchs Date: 3/2/16	David Knight Date: 3/2/16	Gabriel Miller Date: 3/3/16	Date: _____

CONTRACTOR	
By _____ Officer	Date: 3/2/16

Exhibit A—Description of Changed Work

Change order #2 modifies 21 existing bid items and adds 11 new items to schedule A of the contract and modifies 25 existing bid items and adds 9 new items to schedule B of the contract as follows.

Schedule A Modified Items

Item A4 – Traffic Control Labor. Modify existing bid item A4, Traffic Control Labor, by adding 800 hours of traffic control labor at the unit price of $54.00/hour, resulting in a $43,200.00 contract price increase.

Item A7 – Street Cleaning & Sweeping. Modify existing bid item A7, Street Cleaning & Sweeping, by adding 40 hours of street cleaning & sweeping at the unit price of $160.00/hour, resulting in a $6,400.00 contract price increase.

Item A8 – Sawcut Pavement, Final Cut to 6" Thick. Modify existing bid item A8, Sawcut Pavement, Final Cut to 6" Thick, by adding 1,000 linear feet of sawcut pavement, final cut to 6" thick, at the unit price of $2.00/linear foot, resulting in a $2,000.00 contract price increase.

Item A9 – Sawcut Pavement, Final Cut, Additional 1" Thick. Modify existing bid item A9, Sawcut Pavement, Final Cut, Additional 1" Thick, by adding 3,000 linear feet of sawcut pavement, final cut, additional 1" thick, resulting in a $6,000.00 contract price increase.

Item A10 – Grinding/Planing Bituminous Pavement. Modify existing bid item A10, Grinding/Planing Bituminous Pavement, by adding 1,200 square yards of grinding/planing bituminous pavement at the unit price of $3.50 per square yard, resulting in a $4,200.00 contract price increase.

Item A12 – Roadway Excavation Including Haul. Modify existing bid item A12, Roadway Excavation Including Haul, by adding 330 cubic yards of roadway excavation including haul at the unit price of $44.50/cubic yard, resulting in a $14,685.00 contract price increase.

Item A16 – Crushed Surfacing Top Course. Modify existing bid item A16, Crushed Surfacing Top Course, by adding 200 tons of crushed surfacing top course at the unit price of $44.00/ton, resulting in a $8,800.00 contract price increase.

Item A17 – Crushed Surfacing Base Course. Modify existing bid item A17, Crushed Surfacing Base Course, by adding 900 tons of crushed surfacing base course at the unit price of $22.00/ton, resulting in a $19,800.00 contract price increase.

Item A18 – Gravel Borrow, Including Haul. Modify existing bid item A18, Gravel Borrow Including Haul, by adding 3,000 tons of gravel borrow including haul at the unit price of $21.00/ton, resulting in a $63,000.00 contract price increase.

Item A21 – Temporary Pavement Patch. Modify existing bid item A21, Temporary Pavement Patch, by adding 30 tons of temporary pavement patch at the unit price of $175.00/ton, resulting in a $5,250.00 contract price increase.

Item A22 – Asphalt Class B/HMA ½" PG 64-22. Modify existing bid item A22, Asphalt Class B/HMA ½" PG 64-22, by adding 400 tons of asphalt class B/HMA ½" PG 64-22 at the unit price of $77.00/ton, resulting in a $30,800.00 contract price increase.

Item A24 –Manhole 48-Inch, Type 1. Modify existing bid item A24, Manhole 48-Inch, Type 1, by adding 6 each manholes 48-inch, type 1, at the unit price of $4,500.00/each, resulting in a $27,000.00 contract price increase.

Item A25 –Manhole 54-Inch, Type 1. Modify existing bid item A25, Manhole 54-Inch, Type 1, by adding 1 additional manhole 54-inch, type 1, at the unit price of $5,500.00/each, resulting in a $5,500.00 contract price increase.

Item A27- Manhole, Additional Height, 48" Dia. Type 1. Modify bid item A27, Manhole, Additional Height, 48" Dia. Type 1, by adding 35 linear feet of manhole additional height, 48" dia. Type 1 at the unit price of $300.00/linear foot, resulting in a $10,500.00 contract price increase.

Item A29 – Drop Connection. Modify bid item A29, Drop Connection, by adding 1 additional drop connection at the unit price of $3,700.00/each, resulting in a $3,700.00 contract price increase.

Item A49 – Concrete Curb, Type E-1. Modify existing bid item A49, Concrete Curb, Type E-1, by adding 140 linear feet of concrete curb, Type E-1 at the unit price of $22.00/linear foot, resulting in a $3,080.00 contract price increase.

Item A50 – Cement Concrete Driveway Entrance, Type 1. Modify existing bid item A50, Cement Concrete Driveway Entrance, Type 1, by adding 80 square yards of cement concrete driveway entrance, Type 1, at the unit price of $60.00/square yard, resulting in a $4,800.00 contract price increase.

Item A52 – Cement Concrete Sidewalk, 4" Thick. Modify existing bid item A52, Cement Concrete Sidewalk, 4" Thick, by adding 80 square yards of cement concrete sidewalk, 4" thick at the unit price of $48.00/square yard, resulting in a $3,840.00 contract price increase.

Item A53 – Concrete Perpendicular Curb Ramp. Modify existing bid item A53, Concrete Perpendicular Curb Ramp, by adding one (1) each concrete perpendicular curb ramp at the unit price of $1,510.00/each, resulting in a $1,510.00 contract price increase.

Item A55 – Concrete Parallel Curb Ramp. Modify existing bid item A55, Concrete Parallel Curb Ramp, by adding one (1) each concrete parallel curb ramp at the unit price of $2,050.00/each, resulting in a $2,050.00 contract price increase.

Item A57 – Grass Seed and Topsoil, Type A. Modify existing bid item A57, Grass Seed and Topsoil, Type A, by adding 180 square yards of grass seed and topsoil, Type A, at the unit price of $17.00/square yard, resulting in a $3,060.00 contract price increase.

Schedule A New Items

Item A70 – Surveying. Add new item A70 to the contract, titled "Surveying," in the lump sum price of $3,270.00.

Item A71 – Contractor Liaison. Add new item A71 to the contract, titled "Contractor Liaison," in the lump sum price of $10,000.00.

Item A72 – Mobilization. Add new item A72 to the contract, titled "Mobilization," in the lump sum price of $47,150.00.

Item A73 – Maintenance & Protection of Traffic Control. Add new item A73 to the contract, titled "Maintenance & Protection of Traffic Control," in the lump sum price of $9,330.00.

Item A74 – Temporary Sedimentation & Erosion Control. Add new item A74 to the contract, titled "Temporary Sedimentation & Erosion Control," in the lump sum price of $5,423.00.

Item A75 – Trench Excavation Safety Systems. Add new item A75 to the contract, titled "Trench Excavation Safety Systems," in the lump sum price of $3,180.00.

Item A76 – Pavement Markings. Add new item A76 to the contract, titled "Pavement Markings," in the lump sum price of $2,250.00.

Item A77 – Combined Sewer Pipe, 8 Inch Diameter. Add new item A77 to the contract, titled "Combined Sewer Pipe, 8 Inch Diameter", by adding 999 linear feet of combined sewer pipe, 8-inch diameter at the unit price of $96.64/linear foot, resulting in a $96,543.36 contract price increase.

Item A78 – Combined Sewer Pipe, 12 Inch Diameter. Add new item A78 to the contract, titled "Combined Sewer Pipe, 12 Inch Diameter", by adding 658 linear feet of combined sewer pipe, 12-inch diameter, at the unit price of $121.54/linear foot, resulting in a $79,973.32 contract price increase.

Item A79 – Side Sewer Connection. Add new item A79 to the contract, titled "Side Sewer Connection", by adding 46 each side sewer connections at the unit price of $1,570.00/each, resulting in a $72,220.00 contract price increase.

Item A80 – Cement Concrete 6-Inch Thick, Under Asphalt Pavement. Add new item A80 to the contract, titled "Cement Concrete 6-Inch Thick, Under Asphalt Pavement", by adding 150 cubic yards of cement concrete 6-inch thick, under asphalt pavement at the unit price of $200.00/cubic yard, resulting in a $30,000.00 contract price increase.

Schedule B Modified Items

Item B4 – Traffic Control Labor. Modify existing bid item B4, Traffic Control Labor, by adding 800 hours of traffic control labor at the unit price of $55.00/hour, resulting in a $44,000.00 contract price increase.

Item B7 – Street Cleaning & Sweeping. Modify existing bid item B7, Street Cleaning & Sweeping, by adding 60 hours of street cleaning & sweeping at the unit price of $160.00/hour, resulting in a $9,600.00 contract price increase.

Item B8 – Sawcut Pavement, Final Cut to 6" Thick. Modify existing bid item B8, Sawcut Pavement, Final Cut to 6" Thick, by adding 1,750 linear feet of sawcut pavement, final cut to 6" thick, at the unit price of $2.00/linear foot, resulting in a $3,500.00 contract price increase.

Item B9 – Sawcut Pavement, Final Cut, Additional 1" Thick. Modify existing bid item B9, Sawcut Pavement, Final Cut, Additional 1" Thick, by adding 7,000 linear feet of sawcut pavement, final cut, additional 1" thick, resulting in a $14,000.00 contract price increase.

Item B10 – Grinding/Planing Bituminous Pavement. Modify existing bid item B10, Grinding/Planing Bituminous Pavement, by adding 1,400 square yards of grinding/planing bituminous pavement at the unit price of $3.50 per square yard, resulting in a $4,900.00 contract price increase.

Item B12 – Roadway Excavation Including Haul. Modify existing bid item B12, Roadway Excavation Including Haul, by adding 270 cubic yards of roadway excavation including haul at the unit price of $44.50/cubic yard, resulting in a $12,015.00 contract price increase.

Item B16 – Crushed Surfacing Top Course. Modify existing bid item B16, Crushed Surfacing Top Course, by adding 50 tons of crushed surfacing top course at the unit price of $41.00/ton, resulting in a $2,050.00 contract price increase.

Item B17 – Crushed Surfacing Base Course. Modify existing bid item B17, Crushed Surfacing Base Course, by adding 500 tons of crushed surfacing base course at the unit price of $23.00/ton, resulting in a $11,500.00 contract price increase.

Item B18 – Gravel Borrow, Including Haul. Modify existing bid item B18, Gravel Borrow Including Haul, by adding 1,000 tons of gravel borrow including haul at the unit price of $21.00/ton, resulting in a $21,000.00 contract price increase.

Item B21 – Temporary Pavement Patch. Modify existing bid item B21, Temporary Pavement Patch, by adding 70 tons of temporary pavement patch at the unit price of $175.00/ton, resulting in a $12,250.00 contract price increase.

Item B22 – Asphalt Class B/HMA ½" PG 64-22. Modify existing bid item B22, Asphalt Class B/HMA ½" PG 64-22, by adding 250 tons of asphalt class B/HMA ½" PG 64-22 at the unit price of $81.00/ton, resulting in a $20,250.00 contract price increase.

Item B26 – Storm Drain Pipe, 8-Inch Diameter. Modify existing bid item B26, Storm Drain Pipe, 8-Inch Diameter, by adding 60 linear feet of storm drain pipe, 8-inch diameter at the unit bid price of $55.00/linear foot, resulting in a $3,300.00 contract price increase.

Item B27 – Storm Drain Pipe, 12-Inch Diameter. Modify existing bid item B27, Storm Drain Pipe, 12-Inch Diameter, by adding 173 linear feet of storm drain pipe, 12-inch diameter at the unit bid price of $39.00/linear foot, resulting in a $6,747.00 contract price increase.

Item B29 – Storm Drain Pipe, 18-Inch Diameter. Modify existing bid item B29, Storm Drain Pipe, 18-Inch Diameter, by adding 605 linear feet of storm drain pipe, 18-inch diameter at the unit bid price of $51.00/linear foot, resulting in a $30,855.00 contract price increase.

Item B34 – Inlets. Modify existing bid item B34, Inlet, by adding 3 each inlets at the unit bid price of $1,415.00/each, resulting in a $4,245.00 contract price increase.

Item B35 – Catch Basin, Type A. Modify existing bid item B35, Catch Basin, Type A, by adding 2 each catch basin, type A's at the unit bid price of $1,600.00/each, resulting in a $3,200.00 contract price increase.

Item B36 – Catch Basin, Type B. Modify existing bid item B36, Catch Basin, Type B, by adding 5 each catch basin, type B's at the unit bid price of $1,700.00/each, resulting in a $8,500.00 contract price increase.

Item B37 – Catch Basin, Type 2, 48-Inch Dia. Modify existing bid item B37, Catch Basin, Type 2, 48-Inch Dia., by adding 3 each catch basin, type 2, 48-inch diameter at the unit bid price of $4,250.00/each, resulting in a $12,750.00 contract price increase.

Item B48 – Manhole, Type 1, 60-Inch Dia. Modify existing bid item B48, Manhole, Type 1, 60-Inch Dia., by adding one each manhole, type 1, 60-inch diameter at the unit bid price of $9,800.00/each, resulting in a $9,800.00 contract price increase.

Item B54 – Concrete Curb, Type E-1. Modify existing bid item B54, Concrete Curb, Type E-1, by adding 300 linear feet of concrete curb, type E-1 at the unit price of $22.00/linear foot, resulting in a $6,600.00 contract price increase.

Item B57 – Cement Concrete Sidewalk, 4-Inch Thick. Modify existing bid item B57, Cement Concrete Sidewalk, 4-Inch Thick, by adding 180 square yards of cement concrete sidewalk, 4-inch thick at the unit bid price of $48.00/square yard, resulting in a $8,640.00 contract price increase.

Item B58 – Concrete Perpendicular Curb Ramp. Modify existing bid item B58, Concrete Perpendicular Curb Ramp, by adding 3 each concrete perpendicular curb ramps at the unit bid price of $1,510.00/each, resulting in a $4,530.00 contract price increase.

Item B60 – Concrete Parallel Curb Ramp. Modify existing bid item B60, Concrete Parallel Curb Ramp, by adding 3 each concrete parallel curb ramps at the unit bid price of $2,050.00/each, resulting in a $6,150.00 contract price increase

Item B61 – Survey Monument. Modify existing bid item B61, Survey Monument, by adding 1 each survey monument at the unit bid price of $1,100.00, resulting in a $1,100.00 contract price increase.

Item B63 – Grass Seed and Topsoil, Type A. Modify existing bid item B63, Grass Seed and Topsoil, Type A, by adding 300 square yards of grass seed and topsoil, Type A, at the unit price of $18.00/square yard, resulting in a $5,400.00 contract price increase.

Schedule B New Items

Item B70 – Surveying. Add new item B70 to the contract, titled "Surveying," in the lump sum price of $4,905.00.

Item B71 – Contractor Liaison. Add new item B71 to the contract, titled "Contractor Liaison," in the lump sum price of $10,000.00.

Item B72 – Mobilization. Add new item B72 to the contract, titled "Mobilization," in the lump sum price of $27,500.00.

Item B73 – Maintenance & Protection of Traffic Control. Add new item B73 to the contract, titled "Maintenance & Protection of Traffic Control," in the lump sum price of $13,995.00.

Item B74 – Temporary Sedimentation & Erosion Control. Add new item B74 to the contract, titled "Temporary Sedimentation & Erosion Control," in the lump sum price of $5,423.00.

Item B75 – Trench Excavation Safety Systems. Add new item B75 to the contract, titled "Trench Excavation Safety Systems," in the lump sum price of $4,770.00.

Item B76 – 48-Inch Type 3 Manhole. Add new item B76 to the contract, titled "48-Inch Type 3 Manhole", by adding 1 each 48-inch Type 3 manhole at the unit price of $6,578.00, resulting in a $6,578.00 contract price increase.

Item B77 – Additional Height 60-Inch Type 3 Manhole. Add new item B77 to the contract, titled "Additional Height 60-Inch Type 3 Manhole", by adding 8 linear feet of additional height 60-inch type 3 manhole at the unit price of $461.50/linear foot, resulting in a $3,692.00 contract price increase.

Item B78 – Cement Concrete 6-Inch Thick, Under Asphalt Pavement. Add new item B78 to the contract, titled "Cement Concrete 6-Inch Thick, Under Asphalt Pavement", by adding 150 cubic yards of cement concrete 6-inch thick, under asphalt pavement at the unit price of $200.00/cubic yard, resulting in a $30,000.00 contract price increase.

SUMMARY:

Modifying 21 existing bid items and adding 11 new items to schedule A of the contract, results in a $628,514.68 contract price increase to schedule A work. By modifying 25 existing bid items and adding 9 new items to schedule B of the contract, results in a $373,745.00 contract price increase to schedule B work. **Work being added by this change order #2 results in a $1,002,259.68 contract price increase.**

JUSTIFICATION:

Public Works engineers have determined it to be advantageous to add some more work to the Sewer M Phase 1 construction project currently in progress by Interwest Construction. The additional work is in the vicinity of Rucker Ave to Wetmore and 10th St. to 12th St. (northwest of Providence Hospital), and involves the same type of construction activities as the current work. See attached exhibit.

Some of this work was previously scheduled to be done in the Phase 2 project (on 10th St. from Rucker to Colby) and some was added due to recently discovered poor sewer pipe condition (alley between Colby and Wetmore from 10th to 12th St). Completing this added work during the Phase 1 project will enable the construction contractor to more efficiently complete the street restoration in the overall area and eliminate the need to disrupt this area of the neighborhood at a later date. Approximately 8 weeks is needed to accomplish the work. Residents in this area have received notification of this upcoming work.

CONTRACT TIME: Forty, (40), additional working days are being added to the contract as a result of change order #2.

Sewer System Project M Phase One

Replacement Sewer Main

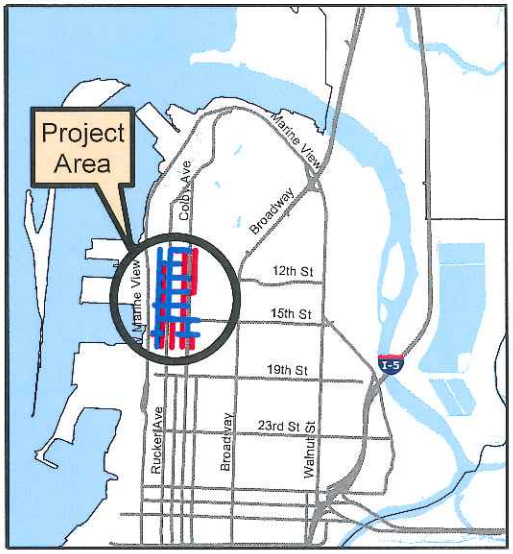
New Stormwater System

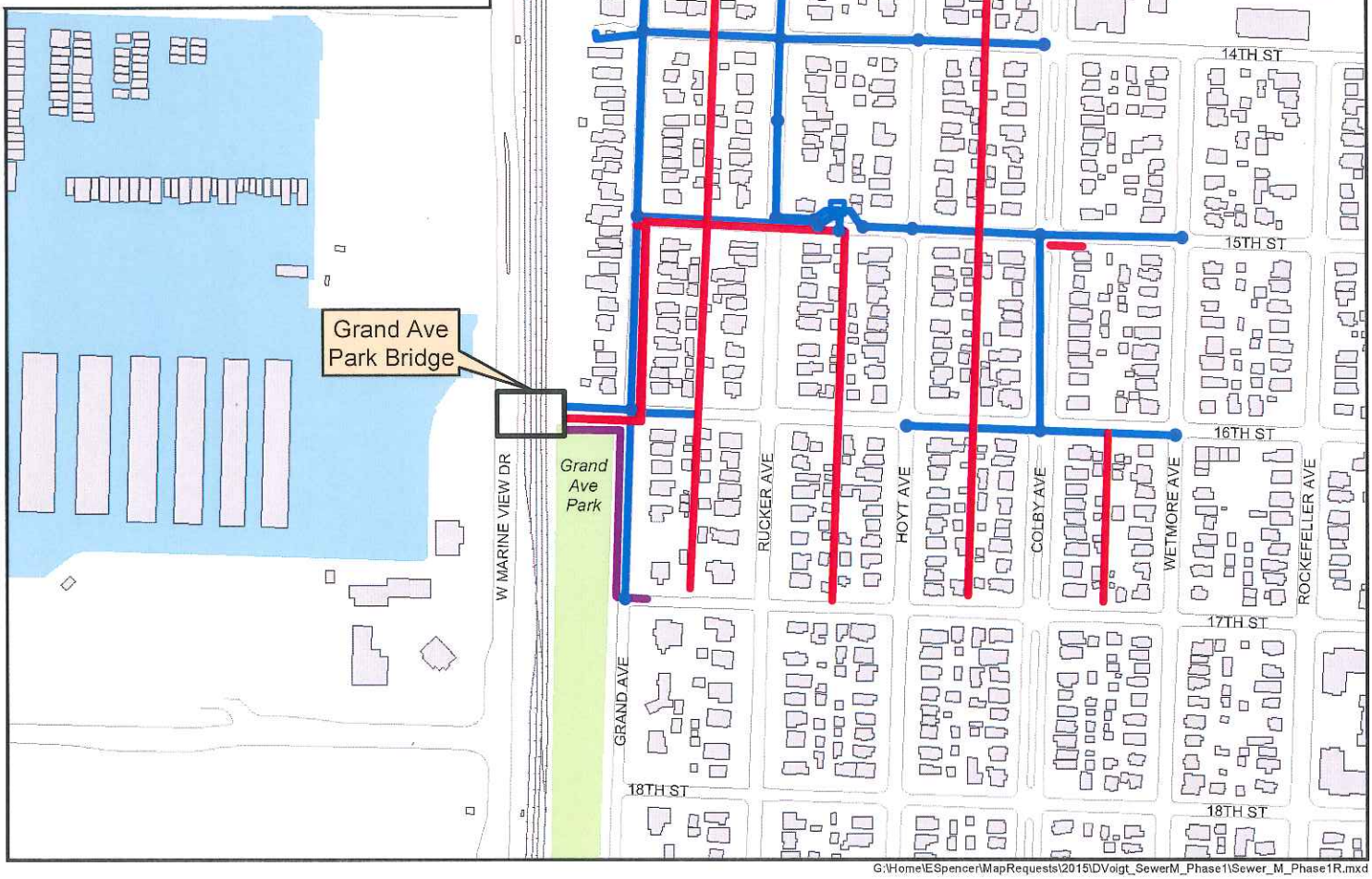
Sewer Force Main

0 100 200 400 Feet

EVERETT

Updated Feb. 22, 2016





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Sewer System Project M Phase One

Replacement Sewer Main

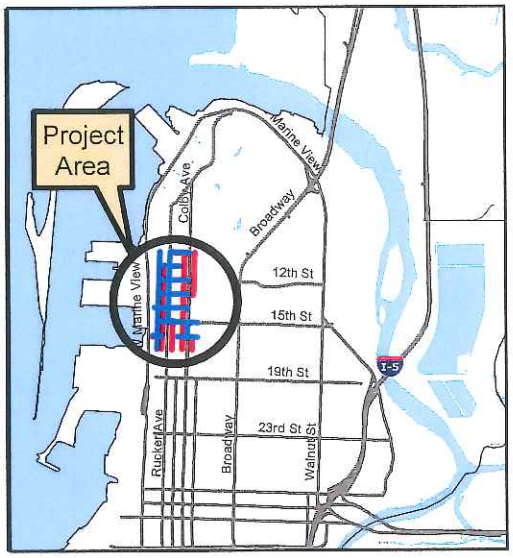
New Stormwater System

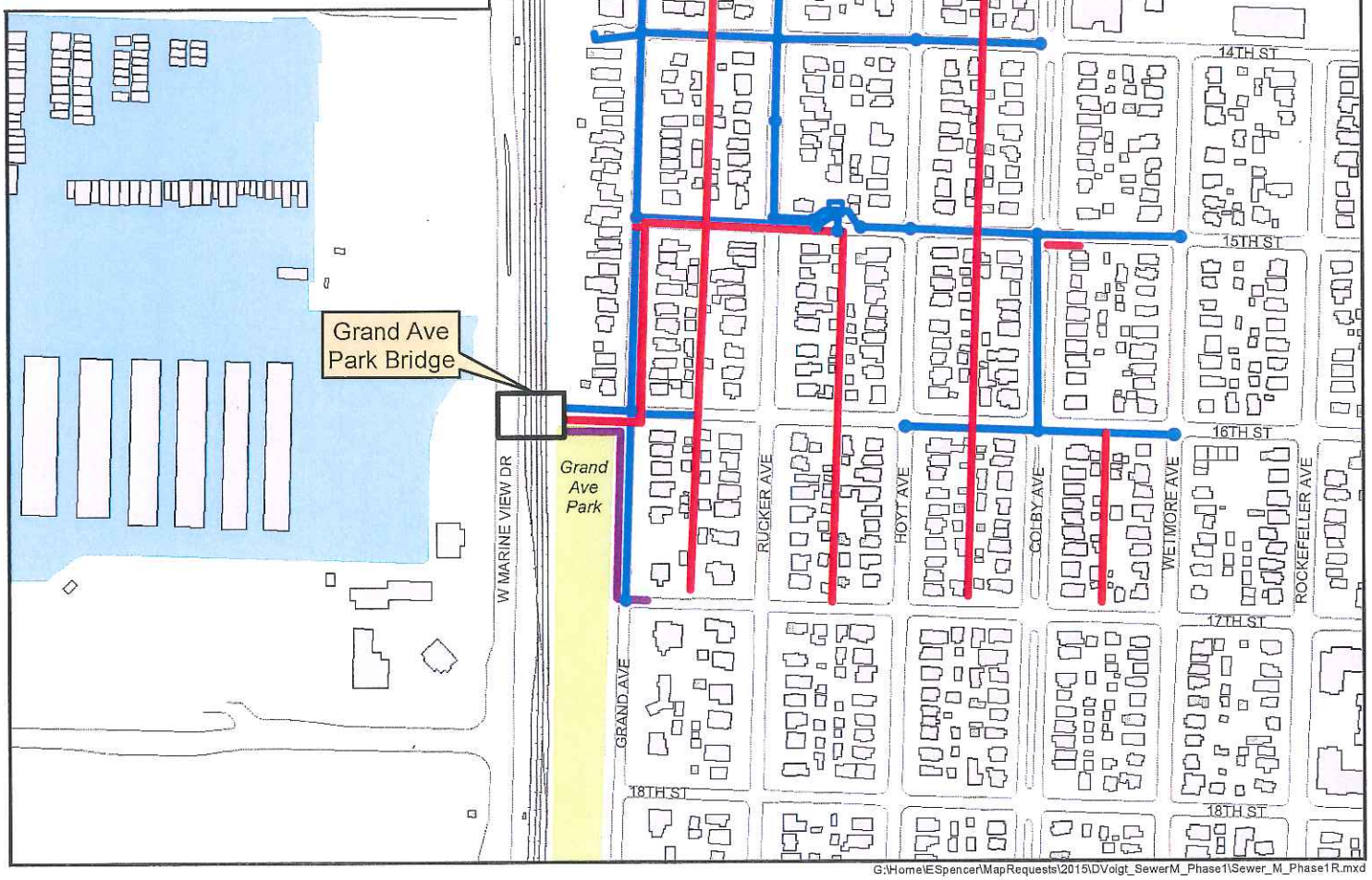
Sewer Force Main

0 100 200 400 Feet

EVERETT

Updated Feb. 22, 2016





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EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Supplemental Agreement No. 5 with the Washington State Department of Transportation to the Grand Avenue Park Bridge Design contract extending the time for completion, at no additional cost

	Briefing
	Proposed Action
X	Consent
	Action
	First Reading
	Second Reading
	Third Reading
	Public Hearing
	Budget Advisory

COUNCIL BILL #	
Originating Department	Public Works
Contact Person	Heather Griffin
Phone Number	425-257-7206
FOR AGENDA OF	March 23, 2016

Initialed by:

Department Head	
CAA	db
Council President	

Location	Preceding Action	Attachments	Department(s) Approval
16th Street & Grand Avenue	12/3/2014 Professional Services Consultant Agreement	Supplement No. 5	Public Works

Amount Budgeted	$14,800,000	
Expenditure Required	-0-	Account Number(s): 401 and PW3588
Budget Remaining	$13,000,000	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The Grand Avenue Park Bridge design provides for a utility and pedestrian crossing from Grand Avenue Park, over a steep slope, the Burlington Northern Santa Fe Railroad tracks, and State Route 529 (also known as West Marine View Drive) to the waterfront. Supplement No. 5 with the Washington State Department of Transportation provides for a no cost time extension to the design contract. The new completion date is amended to December 31, 2017.

RECOMMENDATION:

Authorize the Mayor to sign Supplement No. 5 with the Washington State Department of Transportation to the Grand Avenue Park Bridge Design contract extending the time for completion, at no additional cost to the City.

Washington State Department of Transportation

Supplemental Agreement Number 5	Organization and Address KPFF Consulting Engineers 1601 Fifth Avenue, Suite 1600 Seattle, WA 98101 Phone: (206) 622-5822	
Original Agreement Number 3588		
Project Number	Execution Date 12/22/14	Completion Date 12/31/17
Project Title Grand Avenue Park (Utility and Pedestrian) Bridge	New Maximum Amount Payable $ 1,749,965.87	

Description of Work

Continued design, permitting, and engineering services for the Grand Avenue Park (Utility and Pedestrian) Bridge for the City of Everett. Phases include services on the Utility Bridge (Phase 1A), Pedestrian Upgrades (Phase 1B), and West Marine View Drive Utilities (Phase 2).

The Local Agency of City of Everett
desires to supplement the agreement entered into with KPFF Consulting Engineers
and executed on 12/22/14 and identified as Agreement No. 3588

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
No additional scope of work.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: 12/31/17

III

Section V, PAYMENT, shall be amended as follows:
No change to the maximum amount payable; it remains as $1,749,965.87.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: KPFF Consulting Engineers

Thomas H. Whitemore 2/26/2016

Consultant Signature

By: City of Everett

Approving Authority Signature

Date

DOT Form 140-063 EF
Revised 9/2005

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
KPFF Consulting Engineers
whose address is
1601 Fifth Avenue, Suite 1600
and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Everett and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

KPFF Consulting Engineers

Consultant (Firm Name)

Thomas H Wilkinson

Signature (Authorized Official of Consultant)

3/2/2016

Date

Agreement Number: 3588

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Amendment No. 4 to Interlocal Agreement with Snohomish County and the Snohomish Conservation District to extend the contract end date

_____	Briefing
_____	Proposed Action
_____	Consent
_____	Action
_____	First Reading
_____	Second Reading
_____	Third Reading
_____	Public Hearing
_____	Budget Advisory

COUNCIL BILL #	
Originating Department	Public Works
Contact Person	Marla Carter
Phone Number	425-257-8875
FOR AGENDA OF	March 23, 2016

Initialed by:
Department Head _____
CAA db
Council President GM

Location	Preceding Action	Attachments	Department(s) Approval
	Interlocal Agreement: February 3, 2011; Amendment No. 1: January 23, 2013; Amendment No. 2: February 19, 2014; Amendment No. 3: April 8, 2015	Amendment No. 4	Legal, Public Works

Amount Budgeted	$186,750	
Expenditure Required	$84,105	Account Number(s): 401 5 400 123 907
Budget Remaining	$102,645	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The City has an Interlocal Agreement with Snohomish County and the Snohomish Conservation District to conduct a rain garden pilot project in north Everett and to provide residents low impact development education and outreach. This amendment extends the agreement through 2016 for an additional cost of $84,105.

The additional funding will continue authorizing low impact development education and technical assistance with downspout disconnection to Everett residents as outlined on Exhibit A-4 Scope of Work and Budget.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Amendment No. 4 to Interlocal Agreement with Snohomish County and the Snohomish Conservation District to extend the contract end date for an additional cost of $84,105.

AMENDMENT NO. 4 INTERLOCAL AGREEMENT AMENDMENT BETWEEN THE CITY OF EVERETT, SNOHOMISH COUNTY AND SNOHOMISH CONSERVATION DISTRICT

1. Contract Number:	2. Amount of Contract Award as Amended:
Interlocal Agreement - Amendment 4	Snohomish County $ 125,622 Snohomish Conservation District $ 368,001

3. Name and Address of Contracting Organizations:

Snohomish County
3000 Rockefeller Avenue, M/S 305
Everett, WA 98201

Snohomish Conservation District
528 91st Avenue, Suite A
Lake Stevens, WA 98258

4. Title of Service: Rain Garden Pilot Project with WSU Snohomish County Extension

5. ☒ THIS ITEM APPLIES ONLY TO BILATERAL AMENDMENTS AND MODIFICATIONS.
The Contract identified herein, including any previous amendments thereto, is hereby amended as set forth in Item 7 below by mutual consent of all parties hereto.

6. ☐ THIS ITEM APPLIES ONLY TO UNILATERAL CHANGE ORDERS AND MODIFICATIONS.
The Contract identified herein, including any previous amendments thereto, is hereby unilaterally amended as set forth in Item 7 below pursuant to that Changes and Modifications clause as contained herein.

7. ☒ TERMS OF AMENDMENT, MODIFICATION OR CHANGE ORDER. (Indicate the amount of an increase/decrease in contract and new beginning and ending dates, if applicable). The Contract referred to in Item 1 above is revised as follows:

A. The Snohomish County Rain Garden Pilot Project Interlocal Agreement is amended to extend the end date to December 31, 2016.

B. The maximum consideration of this Agreement to Snohomish County is increased by $15,105 to $125,622.

C. The maximum consideration of this Agreement to Snohomish Conservation District is increased by $69,000 to $368,001.

8. ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL INTERLOCAL AGREEMENT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

FOR SNOHOMISH COUNTY:

2/10/16

Mary Jane Brell Vujovic, Director (Date)
Department of Human Services

FOR CITY OF EVERETT:

Ray Stephanson, (Date)
Mayor

FOR SNOHOMISH CONSERVATION DISTRICT

Mark Craven, Chair (Date)

INTERLOCAL AGREEMENT CITY OF EVERETT, SNOHOMISH COUNTY AND SNOHOMISH CONSERVATION DISTRICT
EXHIBIT A-4 SCOPE OF WORK AND BUDGET

Task	Category	Description	Snohomish County WSU	Snohomish Conservation District	Task Total
Task 1 - Administration	1. 1 All Programs	Project administration, planning, partner meetings, project reporting, billing and general project management and evaluation	$ 3,450.00	$ 4,600.00	$ 8,050.00
Task 2 - Information, Education and Outreach	2.1 Rain Garden Rebates	Assist City with Rain Garden design workshops. SCD will assist in Engineering; WSU in Plant Design.	$ 1,725.00	$ 2,875.00	$ 4,600.00
	2.2 Natural Yard Care Series and Public Tours	Coordinate educational workshops: Spring and Fall series. Develop flyer, PSA and other promotional materials to bolster attendance.	$ 4,025.00	$ 9,200.00	$ 13,225.00
	2.3 GSI Public Partnership	Coordination of outreach and/or curriculum implementation to local high schools and/or other public areas for potential on-site GSI projects		$ 9,000.00	$ 9,000.00
	2.5 WSU Master Gardener	Provide education, information and mentoring support with master gardeners, Natural Yard Care volunteers, etc. Provide volunteer coordination for various events.	$ 10,350.00	$ -	$ 10,350.00
		Subtotal	$ 19,550.00	$ 25,675.00	$ 45,225.00
Task 3 - Technical Assistance	3.1 Downspout Disconnect	Downspout Disconnect technical assistance and implementation (5 - 7 days of work)		$ 25,300.00	$ 25,300.00
	3.2 GSI Public Partnerships	Research, design and implementation of city-approved GSI projects within Everett		$ 9,000.00	$ 9,000.00
	3.3 Site Visits	Provide 10 -15 site visits to Everett residents outside SCD boundaries		$ 5,750.00	$ 5,750.00
	3.4 Rain Garden Rebates	Provide technical assistance and construction of up to 10 private rain gardens.		$ 17,250.00	$ 17,250.00
		Subtotal		$ 74,550.00	$ 74,550.00
		TOTAL FOR 2016*	$ 19,550.00	$ 100,225.00	$ 119,775.00
		Balance from 2015	$ 4,445.00	$ 31,225.00	$ 35,670.00
		AMENDMENT AMOUNT	$ 15,105.00	$ 69,000.00	$ 84,105.00
		**All projected costs include 15% overhead*			
		**Snohomish Conservation District to provide cost-share up to an additional 15 rain gardens (within SCD service area)*			

AMENDMENT NO. 4 INTERLOCAL AGREEMENT AMENDMENT BETWEEN THE CITY OF EVERETT, SNOHOMISH COUNTY AND SNOHOMISH CONSERVATION DISTRICT

1. Contract Number:	2. Amount of Contract Award as Amended:
Interlocal Agreement - Amendment 4	Snohomish County $ 125,622 Snohomish Conservation District $ 368,001

3. Name and Address of Contracting Organizations:

Snohomish County
3000 Rockefeller Avenue, M/S 305
Everett, WA 98201

Snohomish Conservation District
528 91st Avenue, Suite A
Lake Stevens, WA 98258

4. Title of Service: Rain Garden Pilot Project with WSU Snohomish County Extension

5. ☒ THIS ITEM APPLIES ONLY TO BILATERAL AMENDMENTS AND MODIFICATIONS.
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A. The Snohomish County Rain Garden Pilot Project Interlocal Agreement is amended to extend the end date to December 31, 2016.

B. The maximum consideration of this Agreement to Snohomish County is increased by $15,105 to $125,622.

C. The maximum consideration of this Agreement to Snohomish Conservation District is increased by $69,000 to $368,001.

8. ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL INTERLOCAL AGREEMENT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

FOR SNOHOMISH COUNTY:

Ken Stark (Date)
Human Services Director

FOR CITY OF EVERETT:

Ray Stephanson, (Date)
Mayor

FOR SNOHOMISH CONSERVATION DISTRICT

Mark Craven 2-16-16
Mark Craven, Chair (Date)

INTERLOCAL AGREEMENT CITY OF EVERETT, SNOHOMISH COUNTY AND SNOHOMISH CONSERVATION DISTRICT
EXHIBIT A-4 SCOPE OF WORK AND BUDGET

Task	Category	Description	Snohomish County WSU	Snohomish Conservation District	Task Total
Task 1 - Administration	1. 1 All Programs	Project administration, planning, partner meetings, project reporting, billing and general project management and evaluation	$ 3,450.00	$ 4,600.00	$ 8,050.00
Task 2 - Information, Education and Outreach	2.1 Rain Garden Rebates	Assist City with Rain Garden design workshops. SCD will assist in Engineering; WSU in Plant Design.	$ 1,725.00	$ 2,875.00	$ 4,600.00
	2.2 Natural Yard Care Series and Public Tours	Coordinate educational workshops: Spring and Fall series. Develop flyer, PSA and other promotional materials to bolster attendance.	$ 4,025.00	$ 9,200.00	$ 13,225.00
	2.3 GSI Public Partnership	Coordination of outreach and/or curriculum implementation to local high schools and/or other public areas for potential on-site GSI projects		$ 9,000.00	$ 9,000.00
	2.5 WSU Master Gardener	Provide education, information and mentoring support with master gardeners, Natural Yard Care volunteers, etc. Provide volunteer coordination for various events.	$ 10,350.00	$ -	$ 10,350.00
		Subtotal	$ 19,550.00	$ 25,675.00	$ 45,225.00
Task 3 - Technical Assistance	3.1 Downspout Disconnect	Downspout Disconnect technical assistance and implementation (5 - 7 days of work)		$ 25,300.00	$ 25,300.00
	3.2 GSI Public Partnerships	Research, design and implementation of city-approved GSI projects within Everett		$ 9,000.00	$ 9,000.00
	3.3 Site Visits	Provide 10 -15 site visits to Everett residents outside SCD boundaries		$ 5,750.00	$ 5,750.00
	3.4 Rain Garden Rebates	Provide technical assistance and construction of up to 10 private rain gardens.		$ 17,250.00	$ 17,250.00
		Subtotal		$ 74,550.00	$ 74,550.00
		TOTAL FOR 2016*	$ 19,550.00	$ 100,225.00	$ 119,775.00
		Balance from 2015	$ 4,445.00	$ 31,225.00	$ 35,670.00
		AMENDMENT AMOUNT	$ 15,105.00	$ 69,000.00	$ 84,105.00

**All projected costs include 15% overhead*

**Snohomish Conservation District to provide cost-share up to an additional 15 rain gardens (within SCD service area)*

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Washington State Military Department Public Assistance Grant Agreement Amendment "A", requesting an extended expiration date, for Severe Winter Storm, Flooding, Landslides, and Mudslides, damage under Declaration Number FEMA4056-DR-WA

_____	Briefing
_____	Proposed Action
_____	Consent
_____	Action
_____	First Reading
_____	Second Reading
_____	Third Reading
_____	Public Hearing
_____	Budget Advisory

COUNCIL BILL #	
Originating Department	Public Works
Contact Person	Matt Welborn
Phone Number	425 257-8974
FOR AGENDA OF	3/23/16

Initialed by:
Department Head _____
CAA db
Council President GMM

Location

Preceding Action
Council Authorized Washington State Military Department Public Assistance Grant Agreement: April 18, 2012

Attachments
Amendment "A"

Department(s) Approval
Public Works

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:
The City of Everett incurred costs and damage as a result of the January, 2012 snow event. The President of the United States declared this event a disaster on March 5, 2012. Council authorized the Mayor to sign the grant agreement on April 12, 2012.

This amendment extends the grant agreement expiration date from March 5, 2016 to March 5, 2018.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign Washington State Military Department Public Assistance Grant Agreement Amendment "A", requesting an extended expiration date, for Severe Winter Storm, Flooding, Landslides, and Mudslides, damage under Declaration Number FEMA4056-DR-WA.

Washington State Military Department

AMENDMENT

1. APPLICANT NAME/ADDRESS: **City of Everett** **3200 Cedar Street** **Everett, WA 98201-3629**	2. GRANT NUMBER: **D12-141**	3. AMENDMENT NUMBER: **A**
4. APPLICANT CONTACT PERSON, NAME/TITLE: **Matt Welborn/Utilities Finance Manager**	5. MD STAFF CONTACT, NAME/TELEPHONE: **Gerard Urbas, (253) 512-7402**	
6. TIN or SSN:	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: **97.036 Public Assistance**	8. FUNDING SOURCE NAME/AGREEMENT #: **FEMA 4056-DR-WA**

9. FUNDING AUTHORITY:
Washington State Military Department (Department) **and Federal Emergency Management Agency** (FEMA)

10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER:
Under the authority of Presidential Major Disaster Declaration FEMA 4056-DR-WA, the Department through its Public Assistance Program, is reimbursing the Applicant for those eligible costs and activities necessary for the repair and restoration of public facilities damaged during this disaster.

Due to circumstances beyond the applicant's control, the repair and restoration to all of the damaged public facilities have not been completed. An extension of the period of performance is allowable under grant provisions.

11. AMENDMENT TERMS AND CONDITIONS:

1. **Change** the grant expiration date **from** March 5, 2016 **to** March 5, 2018.

No other changes are required. All other terms and conditions of the original grant and any previous amendments thereto remain in full force and effect.

IN WITNESS WHEREOF, the Department and Applicant acknowledge and accept the terms of this grant amendment and attachments hereto and in witness whereof have executed this amendment as of the date and year written below. The rights and obligations of both parties to this grant are governed by this Grant Amendment Face Sheet and other documents incorporated herein by reference or attached and identified in the original grant agreement document. A copy of this grant agreement amendment shall be attached to and incorporated into the original agreement between the Department and the Applicant. Any reference in such grant agreement to the "grant agreement" shall mean "grant agreement as amended."

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date and year last written below:

FOR THE DEPARTMENT:

Signature Date

Richard A. Woodruff
Contracts Administrator
Washington State Military Department

BOILERPLATE APPROVED AS TO FORM:

Brian E. Buchholz (signature on file) 3/12/2010
Assistant Attorney General

FOR THE APPLICANT:

Signature Date

print or type name:

APPROVED AS TO FORM:

Applicant's Legal Review Date

Form Date: 10/27/00

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Professional Service Agreement with Tetra Tech, Inc. to provide design services for the Supervisory Control and Data Acquisition Master Plan for utility operations

		Briefing
		Proposed Action
		Consent
	X	Action
		First Reading
		Second Reading
		Third Reading
		Public Hearing
		Budget Advisory

COUNCIL BILL #	
Originating Department	Public Work
Contact Person	Mark Sadler
Phone Number	425-257-8967
FOR AGENDA OF	March 23, 2016

Initialed by:
Department Head
CAA db
Council President

Location	Preceding Action	Attachments	Department(s) Approval
City wide		Professional Services Agreement	Public Works, Legal

Amount Budgeted	$200,000	Within Utility Maint Budget
Expenditure Required	$120,970	Account Number(s): Fund 401
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:
The City uses supervisory control and data acquisition (SCADA) systems for controlling utility operations. System upgrades are needed at numerous utility locations.

This Professional Service Agreement sets standards and provides a plan for upgrades to the telemetry, process control, and SCADA system, accounting for the City's utility operations need for standardization, maintenance and security procedures, current and future performance, and long-term affordability.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign the Professional Service Agreement with Tetra Tech, Inc. to provide design services for the Supervisory Control and Data Acquisition Master Plan for utility operations in the amount of $120,970.

CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on this day of March, 2016, 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 Tetra Tech, Inc., whose address is 19803 North Creek Parkway Bothell, WA 98011, hereinafter referred to as the "Service Provider."

WHEREAS, the City desires to engage the Service Provider to provide engineering services related to a comprehensive plan for the supervisory control and data accusition (SCADA) controls for utilities operations 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. Any reuse by the City of these reports, drawings, plans, specifications or intangible property for purposes other than in connection with the Work is at the sole risk of the City. 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 December 31, 2016.

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 twenty thousand nine hundred seventy Dollars ($120,970).

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.: Mark Sadler, P.E.
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.: Mark Sadler, P.E.
3200 Cedar Street
Everett, WA 98201

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

Tetra Tech, Inc.
Attn.: Shannon English, PE
19803 North Creek Parkway
Bothell, WA 98011

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.

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

CITY OF EVERETT,
WASHINGTON

_____
Ray Stephanson, Mayor

_____
Date

ATTEST:

_____
Sharon Fuller, City Clerk

APPROVED AS TO FORM:

_____
James D. Iles, City Attorney

Date	Date

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

Corporation	TETRA TECH INC. [Service Provider's Complete Legal Name] By: _____ Typed/Printed Name: SHANNON ENGLISH Its: DIRECTOR OF E&C Date: 3-8-16
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: _____

EXHIBIT A
SCOPE OF WORK

Scope of Work

This Scope of Work (SOW) defines the Design Services for the City of Everett TSG SCADA Master Plan. The approach to the project is based on communication with the City Project Manager. The project deliverables will include the following items:

- **Technical Memo A: Telemetry, Process Control, SCADA Head-End and Network Evaluation**
- **Technical Memo B: Master Plan Alternatives**
- **SCADA Master Plan Report**

Draft submittals for the memos and reports listed above are expected to be delivered for City review as described below. The preparation of these documents will require the performance of the five tasks identified below:

Task 1: Inventory Existing System
Task 2: Evaluate Existing System
Task 3: Gap Analysis - Assess City's Current and Future Needs
Task 4: Identify Alternatives
Task 5: Provide Recommendations

Tasks 1, 2 and 3 will be performed during the preparation of Technical Memo A. Tasks 4 and 5 will be performed during the preparation of Technical Memo B and the Master Plan Report. The final versions of Technical Memos A, and B will be attached as appendices to the Report.

The selection and evaluation of alternatives in the Master Plan will consider the City's needs. In general terms, these include:

- SCADA system standardization to guide the development of infrastructure and ensure consistency of operations
- SCADA system Governance including system access, departmental responsibilities, and a holistic review of how the TSG system interacts with the WFP and WPCF
- Risk Analysis encompassing the City regulatory reporting and compliance requirements and the ramifications that will result from SCADA system failures
- Documented policies and procedures concerning systems management, operational continuity, best maintenance practices, equipment replacement lifecycle, change management, disaster recovery, backups, etc.
- Improved system performance with regard to reliability, scalability, and resiliency
- SCADA solutions that meet the City's needs without excessive complexity and cost

A. Technical Memo A: Telemetry, Process Control, SCADA Head-End and Network Evaluation

This technical memorandum will address the telemetry system, including the radios, RTUs and RTU communication pathways, PLCs, controller hardware, instrumentation, and the SCADA head-end system, including the Windows workstations and servers, network security and reliability, the HMI (Wonderware) application, and alarm notification, historical data storage, and reporting. The objective of the memo is to document proposed standards and potential improvements related to the telemetry, process control, and SCADA system that account for the City's need for standardization, maintenance and security procedures, current and future performance, and long-term affordability.

A.1 – Inventory Existing Telemetry, Process Control, and SCADA Systems

The objective of this task is to gather relevant information about the existing telemetry, process control, and SCADA systems. This material will include existing Operation and Maintenance manual materials,

existing customized RTU and PLC software, programming software information, including version licensing, previous radio studies, existing server and workstation hardware specifications, software operating system configuration, copies of custom software applications, network diagrams, network switch and router information, IP address listing, and as-built design drawings.

Assumptions and Clarifications:
The following reference materials will be provided by the City:

- As-built P&IDs, electrical plans, one-lines, and control wiring schematics for each TSG site, as applicable for a typical site or installation
- Field communication details and plans for existing fiber-optic infrastructure, if available
- Ethernet LAN communication network information for each RTU and MTU, as applicable, including IP address listing and network switch information
- Radio and antenna make and model
- Radio Study Reports if applicable
- VFD and soft start standards
- Network diagrams, including process control and enterprise networks, router and firewall details, and IP address list
- Current workstation and server information
- Workstation and sever user accounts list
- Alarm system modem hardware and software details, including copies of alarm database and configuration
- Copies of Wonderware applications
- Current Wonderware license and support agreement information
- Current anti-virus programs and policies as applicable to control system computers
- Documentation for planned asset management system, if available
- VPN information, if applicable
- Report templates
- Historical data tag list

Deliverables:
The following materials will be included in Technical Memo A:

- A summary of the existing telemetry and process control systems
- A summary of the existing SCADA head-end hardware and software
- A summary of existing IT policies related to SCADA
- Site-by-site communications evaluation based on information provided
- Existing Process Network Diagram if not already developed
- Appendix containing relevant details and supporting documentation

A.2 – Evaluate Existing Telemetry, Process Control, and SCADA Head-End Systems

The objective of this task is to determine what's working and what can be improved with regard to performance, reliability, and maintainability. Current industry standards and practice will be used as a basis for evaluating telemetry communication, control system functionality, field instrumentation, SCADA hardware, SCADA software, and related maintenance, security, and management policies.

Assumptions and Clarifications:
The following reference materials will be provided by the City:

- Telemetry outage information, including historical data to confirm the nature of outages
- Previous invoices or similar data that documents telemetry and control system maintenance costs for the most recent 5 years
- Historical data required by other agencies

Deliverables:
The following topics will be addressed in Draft Technical Memo A:

- Telemetry performance and reliability, including analysis of radio communications

- Analysis of telemetry availability
- Telemetry map of the City including current telemetry pathways and existing City fiber pathways
- Alarm system performance
- RTU system security
- Maintainability of RTUs and MTUs, including availability of technical support and spare parts
- Maintainability of field instrumentation, including availability of repair support and spare parts
- Workstation security and maintenance
- Network access and security
- Real-time HMI functionality
- Historical Data collection and storage
- Alarm system performance
- Reporting
- Reliability and redundancy
- Risk analysis and operational continuity

A.3 – Gap Analysis for Existing Telemetry, Process Control, and SCADA Head-End Systems

The objective of this task is to identify specific concerns, needs and desires of City personnel relating to the telemetry, process control, and SCADA systems. Discussion may include the following topics, though City personnel may identify additional topics for discussion.

- Telemetry deficiencies
- Instrumentation deficiencies
- Data availability and access
- Enhanced remote control functionality
- Security concerns
- Remote access
- Remote alarm notification
- Data availability and access
- Reporting
- Maintenance and operational documentation organization and availability
- Back-up procedures
- Redundancy
- Manufacturer support
- Server reliability
- Network components and redundancy
- Maintenance procedures and protocols

We anticipate these discussions will take the form of a workshop meeting with all stakeholders present. Tetra Tech will provide meeting agenda at least one day prior to the meeting and follow up with meeting minutes within two weeks of the meeting.

Assumptions and Clarifications:

- The City will provide information concerning future growth projections and plans for future expansion and improvements
- The City will provide information concerning permitting and other outside agency requirements.
- City staff, including all stakeholders, will be available for a workshop meeting to identify specific needs and concerns. Interviews with individuals are considered exclusive and would not count as workshop meetings.
- City staff will confirm the list of topics for discussion at least two days prior to the meeting
- Demonstrations from vendors/suppliers may be included in this Task to present alternatives to the City
- The City will review the Draft Technical Memo A and provide comments for incorporation into the final version.

Deliverables:

1. Workshop Meeting agenda
2. Workshop Meeting minutes
3. Draft Technical Memo A.

B. Technical Memo B: Master Plan Alternatives

This task includes the identification and analysis for potential alternatives and solutions to the deficiencies and concerns identified in previous tasks. The analysis will include a description of each alternative, approximate/relative costs for each alternative, and a discussion of the pros and cons for each alternative. Constructability and implementation constraints will be addressed at a cursory level of detail. We anticipate that the information provided to the City under this task will be used to more narrowly define the alternatives most likely to be selected for implementation. More detailed cost, implementation, and schedule information will be developed for the final report.

The alternatives are expected to address the City's stated needs. They must be consistent with the recommended hardware and software standards that will be developed as part of this scope, and they must address the need for improved performance without adding unnecessary complexity and cost.

This memo will address:

- Recommendations for hardware and software standards including evaluation of existing Wonderware SCADA software and associated features
- Recommendations for enhancing telemetry including alternative communication topology (fiber, radio, cellular modem, network connectivity etc)
- Review historical database access and configuration, and the status of the integration needs of the department's three SCADA operating centers
- Recommendations for the interface between the enterprise network and industrial network systems, including system access and departmental responsibilities, and governance
- Recommended elements to include in the City's policies and procedures concerning systems management, best maintenance practices, equipment replacement lifecycle, change management, disaster recovery, and software backup

Assumptions and Clarifications:

- The City is encouraged to identify specific alternatives for inclusion in the analysis
- The City may decide that a group meeting would be beneficial to help determine which alternatives are candidates for more detailed analysis
- The City will review the memo and provide comments for incorporation into the final version

Deliverables:

1. Draft Technical Memo B with final version of Technical Memo A attached as an appendix

Work Excluded from Scope:

- Detailed construction cost, implementation sequence, and scheduling information for each alternative
- Design documents

C. SCADA Master Plan Report

The Final Report will address the subset of alternatives identified in Technical Memo B that are recommended for implementation. The final versions of Technical Memos A, and B will appendices of the Final Report.

The report will include cost estimates for the recommended or selected alternatives and identify the known constraints related to scheduling the implementation. Recommended alternatives that may require a more detailed engineering design effort will be so identified. The report will also include recommendations on system governance and an implementation plan

Deliverables:

1. Draft Final Report.
2. Final Report incorporating City review comments.

Work Excluded from Scope:

- Engineering design fee estimates for recommended alternatives
- Design documents

D. Contingency

This task work scope includes a contingency for costs should any of the other tasks be used completely, and only accessed with the City's Project Manager's approval.

E. Management Reserve

The City may identify additional work to be included in the scope. This work would proceed only at the City's discretion and after mutual agreement by both parties on the substance of the effort and deliverables.

F. Schedule

Anticipated dates for delivery (all dates in 2016):

Meeting or Deliverable	Start	Due	Meeting Date
Kickoff Meeting			Mar
Technical Memo A	Mar	April	
Workshop Meeting – Telemetry			Mar
Workshop Meeting – SCADA			April
Technical Memo B	April	May	
Meeting B - Alternatives			May
Final Report Draft	June	June	
Final Report Complete	July	July	

EXHIBIT B
COMPENSATION

☐ **ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]**

The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement.

Name	Responsibility	Rate

☐ **ALTERNATE B [LUMP SUM]**

The City shall pay Service Provider dollars ($) upon the completion of the Work, subject to the maximum stated in ¶4(D) of this Agreement.

☐ **ALTERNATE C [PROGRESS PAYMENTS]**

The City shall pay the Service Provider the following amounts upon the completion of the following tasks, subject to the maximum stated in ¶4(D) of this Agreement:

Task	Amount Paid upon Completion of Task

☐ **ALTERNATE D [BASE REGISTRATION]**

The City shall pay the Service Provider such amounts and in such manner as follows:
Fee for service shall be percent % of the base registration fees collected by the City.
Additional fees and/or surcharges levied by the City will be retained 100% by the City.
Payments shall be made as stated in Exhibit A – Scope of Work. The base registration fee is listed in Exhibit A – Scope of Work. Compensation shall not exceed dollars ($).

Price Proposal

Revision Date:
Mar 01, 2016

Everett TSG SCADA Master Plan

Develop a SCADA Master Plan for Everett TSG. SCADA system is for the water/wastewater system

Submitted to: City of Everett TSG (Attn: Mark Sadler)

Contract Type: T&M

Project Phases / Tasks	Schedule From	Schedule Thru	Schedule Months	Work Days Off	Work Days	Total Labor Hrs	PIC/Project Manager (Shannon English)	Project Engineer (Brad Frayo)	Electrical Designer (Martin Maciak)	Jr. Electrical Engineer (Lorell Floresca)	Admin Assistant (Beth Zieback-Crabtree)	QA/QC (John Rice)
Bill Rate >							246.64	158.48	158.48	125.00	109.62	195.12
Proj Area >												
						768	58	455	48	162	29	16
Project Management						31	24	5	-	-	2	-
PM						21	20	-	-	-	1	-
Project set-up						5	4				1	
Scheduling, tracking						12	12					
Invoicing						4	4					
HASP						2		1			1	
Kick-Off Meeting						8	4	4				
TM A: Telemetry, Process Control, SCADA						419	14	264	35	96	6	4
A.1 Inventory, review and understand existing SCADA						179	-	112	15	52	-	-
Field investigation typical remote location (4 ea)						36		20		16		
Field investigation SCADA head-end						24		12		12		
Review and understand SCADA						33		20	5	8		
Summary of existing telemetry and process control systems						10		8	2			
Summary of existing SCADA head-end						4		4				
Summary of existing IT policies related to SCADA						10		8	2			
Site-by-site communication analysis						46		32	6	8		
Network Diagram Drawing						16		8		8		
A.2 Evaluation						108	-	72	16	20	-	-
Review City provided information						18		12	2	4		
Research						18		12	2	4		
Evaluate existing system						22		16	2	4		
Evaluate existing instrumentation						18		12	2	4		
Evaluate site-by-site communication						32		20	8	4		
A.3 Gap Analysis						81	10	55	4	12	-	-
Workshop with City						16	4	8		4		
Individual meetings with City groups (2 ea)						12	4	8				
Meeting minutes						4	2	2				
Vendor presentations (2 ea)						16		8		8		
Evaluate future growth for SCADA						4		4				
Site-by-site communication						10		8	2			
Instrumentation						7		5	2			
Evaluate permitting and outside agency requirements						4		4				
Risk analysis						8		8				
Draft Technical Memorandum A						24		16		6	2	
QA/QC						4						4
TM A review meeting with City						12	4	4		4		
Incorporate City comments						8		4		2	2	
Final Technical Memorandum A						3		1			2	
TM B: Master Plan Alternatives						127	10	79	4	24	6	4
Review and develop hardware/software alternatives						24	-	24	-	-	-	-
PLC						4		4				
Instrumentation						6		6				

Price Summary / Totals

Task Pricing Totals	120,970
Specify Add'l Fees on Setup	0
Technology Use Fee	
Total Price	**120,970**

Pricing by Resource

Project Phases / Tasks	Labor Rate Esc.	Labor	Subs	Travel	Mat'ls & Equip	ODCs	Task Pricing Totals
	0.00%	120,571	-	398	-	-	120,970
Project Management		6,931	-	-	-	-	6,931
PM		5,042	-	-	-	-	5,042
Project set-up		1,096					1,096
Scheduling, tracking		2,960					2,960
Invoicing		987					987
HASP		268					268
Kick-Off Meeting		1,620					1,620
TM A: Telemetry, Process Control, SCADA		64,277	-	257	-	-	64,534
A.1 Inventory, review and understand existing SCADA		26,627	-	119	-	-	26,746
Field investigation typical remote location (4 ea)		5,170		79			5,249
Field investigation SCADA head-end		3,402		40			3,441
Review and understand SCADA		4,962					4,962
Summary of existing telemetry and process control systems		1,585					1,585
Summary of existing SCADA head-end		634					634
Summary of existing IT policies related to SCADA		1,585					1,585
Site-by-site communication analysis		7,022					7,022
Network Diagram Drawing		2,268					2,268
A.2 Evaluation		16,446	-	20	-	-	16,466
Review City provided information		2,719					2,719
Research		2,719					2,719
Evaluate existing system		3,353					3,353
Evaluate existing instrumentation		2,719					2,719
Evaluate site-by-site communication		4,937		20			4,957
A.3 Gap Analysis		13,317	-	99	-	-	13,416
Workshop with City		2,754		20			2,774
Individual meetings with City groups (2 ea)		2,254		40			2,294
Meeting minutes		810					810
Vendor presentations (2 ea)		2,268		40			2,307
Evaluate future growth for SCADA		634					634
Site-by-site communication		1,585					1,585
Instrumentation		1,109					1,109
Evaluate permitting and outside agency requirements		634					634
Risk analysis		1,268					1,268
Draft Technical Memorandum A		3,505					3,505
QA/QC		780					780
TM A review meeting with City		2,120		20			2,140
Incorporate City comments		1,103					1,103
Final Technical Memorandum A		378					378
TM B: Master Plan Alternatives		20,058	-	79	-	-	20,138
Review and develop hardware/software alternatives		3,804	-	-	-	-	3,804
PLC		634					634
Instrumentation		951					951

Telemetry						4		4						634					634
Networks						2		2						317					317
Servers						2		2						317					317
SCADA Alarms						2		2						317					317
Historical data and recording						2		2						317					317
HMI						2		2						317					317
Develop policies and procedures						42	6	24	4	8	-	-		6,917	-	59	-	-	6,977
Workshop/meetings						20	4	8		8				3,251		59			3,314
Develop alternatives/procedures						22	2	16	4					3,663					3,663
Preliminary costing						8		4		4				1,134					1,134
Draft Technical Memorandum B						24		16		6	2			3,505					3,505
QA/QC						4						4		780					780
TM B review meeting with City						12	4	4		4				2,120		20			2,140
Incorporate City comments						10		6		2	2			1,420					1,420
Final Technical Memorandum B						3		1			2			378					378
SCADA Master Plan						114	4	62	4	26	12	6		17,182	-	20	-	-	17,202
Develop implementation plan						24		16	4	4				3,670					3,670
Cost estimating						12		4		8				1,634					1,634
Develop preliminary schedule						4		4						634					634
Draft Master Plan						40		24		8	8			5,680					5,680
QA/QC						6						6		1,171					1,171
Master Plan review with City						12	4	4		4				2,120		20			2,140
Indorporate City comments						12		8		2	2			1,737					1,737
Final Master Plan						4		2			2			536					536
Contingency						77	6	45	5	16	3	2		12,123	-	42	-	-	12,165
Costs to account for any scope items that exceed the estimated level of effort						77	6	45	5	16	3	2		12,123		42			12,165
Totals						768	58	455	48	162	29	16	0.00%	120,571	-	398	-	-	120,970

EXHIBIT C
REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Parking		
Meals		
Mileage	$0.54 per mile	$398

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

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

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

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

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

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

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

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

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

Service Provider Name: TERRATECH INC.

Signature: _____ Printed Name: SHANNON ENGLISH Title: DIRECTOR OF E&C

(Retirement Form Approved by City Attorney's Office April 21, 2014)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/08/2016

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

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

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	The Insurance Co of the State of PA	19429
INSURER C:	AIG Europe Limited	AA1120841
INSURER D:	Lexington Insurance Company	19437
INSURER E:		
INSURER F:		

INSURED
Tetra Tech, Inc.
1420 Fifth Avenue, Suite 600
Seattle, WA 98101 USA

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Contractural Liability X X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			GL3372258	10/01/2015	10/01/2016	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			CA3194397	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION			62785232	10/01/2015	10/01/2016	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC014267906 WC014267907 WC014267908 WC014267912 Includes USL&H	10/01/2015 10/01/2015 10/01/2015 10/01/2015	10/01/2016 10/01/2016 10/01/2016 10/01/2016	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
D	Professional Liability and Contractor's Pollution Liability			028182375	10/01/2015	10/01/2016	Each Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTIONOF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Includes Stop Gap: OH, ND, WA, WY .

Job Description: Everett TSG SCADA Master Plan (#135-16-EL005)
City of Everett and its officers, employees and agents are included as Additional Insured as required by written contract, but limited to the operations of the insured under said contract, per applicable endorsement with respect to the General Liability and Auto Liability policies. General Liability evidenced herein is primary to other insurance available to an additional insured, but only to the extent required by written contract with the insured. See attached endrosements. Includes 30 days notice of cancellation.

CERTIFICATE HOLDER

City of Everett
Attn: Mark Sadler, Project Manager
3200 Cedar Street
Everett, WA 98201 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

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D. LESSOR OF LEASED EQUIPMENT

1. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of such equipment leased to you by such person(s) or organization(s).

2. With respect to the insurance afforded to these additional insureds under Paragraph I.D.1, this insurance does not apply to any "occurrence" which takes place:

   a) after the equipment lease expires, or

   b) after the equipment is returned or no longer in your possession,

   whichever takes place later.

E. MANAGERS OR LESSORS OF PREMISES

Managers or Lessors of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance under this paragraph does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of such Managers or Lessors.

F. MORTGAGEE, ASSIGNEE, OR RECEIVER

1. A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

2. The insurance afforded to the additional insureds under Paragraph I.F.1 does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee, or receiver.

G. OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS

(1) Any Owner, Lessee or Contractor, but only with respect to liability arising out of "your work" performed for that additional insured and included in the "products-completed operations hazard".

H. OWNERS, LESSEES, OR CONTRACTORS - ONGOING OPERATIONS

Any Owners, Lessees, or Contractors, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) has been completed; or,

(2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

a. medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

The Coverage provided by this endorsement does not apply to you or any insured if you are engaged in the business or occupation of providing any of the services described in the definition of "Incidental Medical Malpractice Injury".

IV. JOINT VENTURES / PARTNERSHIPS / LIMITED LIABILITY COMPANIES

The paragraph under **SECTION II - WHO IS AN INSURED** which states:

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

is hereby deleted and replaced with the following:

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

Coverage under this policy, however, will not apply:

a. Prior to the termination date of any joint venture, partnership or limited liability company; or

b. If there is valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

V. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, Paragraph **1.b.**, is deleted in its entirety and replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

VI. LIBERALIZATION CLAUSE

If we revise or replace our standard policy form to provide more coverage, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

VII. UNINTENTIONAL ERRORS AND OMISSIONS

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. - Representations is amended by adding:

d. The unintentional failure by you or any Insured to provide accurate and complete nonmaterial representations as of the inception of the policy will not prejudice the coverages afforded by this policy.

VIII. AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. - Duties in the Event of Occurrence, Offense, Claim or Suit, a. is hereby deleted and replaced with the following:

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities; and

B. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. - Other Insurance, b. Excess Insurance, (1) (a),** is amended to include the following:

(v) That is a Railroad Protective Insurance Policy or similar coverage.

XI. **COVERAGE FOR YOUR SUPERVISORY OR MANAGERIAL EMPLOYEES RELATING TO CO-EMPLOYEE INJURIES**

SECTION II - WHO IS AN INSURED, 2.a. (1), (a) and **(b)** are clarified to hold that:

Your supervisory or managerial "employees" are insureds for "bodily injury" to "co-employees" while in the course of their employment or performing duties related to the conduct of your business if claims or suits arise out of liability assumed by an insured under an "insured contract" as provided by **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, e. Employer's Liability.**

XII. **WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. - Transfer of Rights of Recovery Against Others To Us, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization pursuant to applicable written contract or agreement you enter into because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

XIII. **AMENDMENT OF OTHER INSURANCE**

A. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (1),** is amended to include the following:

This insurance shall not be excess where (i) such other insurance is specifically purchased to apply as excess of this policy, or (ii) where you are obligated by contract to provide primary insurance to an additional insured, unless there is other additional insurance coverage available to that additional insured.

B. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (2),** is deleted in its entirety and replaced with the following:

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

XIV. **AMENDMENT AGGREGATE LIMITS PER PROJECT**

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), offense under COVERAGE B (SECTION 1) and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project:

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2015 forms a part of

policy No. CA3194397

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M. 10/01/2015 forms a part of

Policy No. CA3194397

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:
Where Required by written contract provided such contract was executed prior to the date of loss.

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.