Everett City Council Agenda
12:30 P.M. July 27, 2016
City Council Chambers

Roll Call

Pledge of Allegiance

Approval of Minutes: July 20, 2016

Mayor's Comments - Swearing in Everett Police Officer Adam Gage #1439

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 1607-31-1st Reading –Adopt the Proposed Ordinance annexing property located East of the existing city limits, South of 12th St. N.E. and West of Union Slough, known as the Smith Island Municipal Annexation. (3rd and final reading and public hearing on 8-10-16)

Documents:

CB 1607-31.pdf

(2) CB 1607-32- 1st Reading –Adopt the Proposed Ordinance establishing zoning for the Smith Island Municipal Annexation Area, amending Exhibit A to Ordinance No. 1671-89 (as amended). (3rd and final reading and public hearing on 8-10-16)

Documents:

CB 1607-32.pdf

(3) CB 1607-33- 1st Reading –Adopt the Proposed Ordinance adopting the Snohomish County Shoreline Management Program Resource and Aquatic Designations and Program Policies and Regulations as Interim Designations for the Smith Island Municipal Annexation Area, amending Ordinance No.'s 2600-02, 2021-94 and 1671-89 (as amended). (3rd and final reading and public hearing on 8-10-16)

Documents:

CB 1607-33.pdf

(4) CB 1607-34 - 1st Reading–Adopt the Proposed Ordinance relating to Noise, amending Ordinance 534-78 as amended (Chapter 20.08 EMC) and repealing sections under Section 16. (3rd and final reading on 8-10-16)(4) CB 1607-34 - 1st Reading–Adopt

the Proposed Ordinance relating to Noise, amending Ordinance 534-78 as amended (Chapter 20.08 EMC) and repealing sections under Section 16. (3rd and final reading on 8-10-16)

Documents:

CB 1607-34.pdf

PROPOSED ACTION ITEMS:

(5) CB 1607-30- 2nd Reading –Adopt the Proposed Ordinance creating a Special Construction Fund entitled "South Branch Library Expansion Project," Fund 342, Program 023 in estimated amount of $600,000.00. (3rd and final reading on 8-3-16)

Documents:

CB 1607-30.pdf

CONSENT ITEMS:

(6) Adopt Resolution No. ____ authorizing claims against the City of Everett in the amount of $2,801,125.35 for the period of July 9, 2016 through July 15, 2016.

Documents:

res-95.pdf

(7) Adopt Resolution No. ____ authorizing payroll claims against the City of Everett in the amount of $4,266,929.48 for the period ending July 9, 2016.

Documents:

payroll-65.pdf

(8) Authorize the closure of the 3800 block of High Street on August 6, 2016, 4 p.m. to 11 p.m., for a block party, sponsored by High Street Block Watch.

Documents:

High Street-1.pdf

(9) Authorize the closure of various streets at Rotary Park on October 9, 2016, 7:30 a.m. to 12:30 p.m., for a half marathon and 10K sponsored by Snohomish Running Company.

Documents:

Rotary Park-1.pdf

(10) Authorize the closure of a portion of Hoyt Avenue, between Hewitt Avenue and Everett Avenue (EverPark remains open) on August 20, 2016, 6 a.m. to 10 p.m., for the 5th Annual Everett Craft Beer Festival, Sponsored by Washington Beer Commission.

Documents:

Craft Beer Festival.pdf

ACTION ITEMS:

(11) CB 1607-28 – 3rd and final Reading – Adopt the Proposed Ordinance approving the appropriations of the 2016 revised City of Everett Budget and amending Ordinance No. 3487-16.

Documents:

CB 1607-28.pdf

(12) CB 1607-29- 3rd and final Reading – Adopt the Proposed Ordinance regarding deferred payment of impact fees for single-family homes and an exemption for payment of impact fees for low-income housing, amending Ordinance 3389-14 (EMC Chapter 18.36, Small Project Impact Fee), Ordinance 3387-14(EMC Chapter 18.40, Transportation Mitigation) and Ordinance 3396-14 (EMC Chapter 18.44 School District Impact Fees) as amended.

Documents:

CB 1607-29.pdf

(13) Appoint members to the Pro/Con Charter Amendment Ballot Committees.

Documents:

Pro Con Charter.pdf

(14) Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with The Gordian Group, Inc. at an estimated annual cost of $150,000.

Documents:

Gordian Group .pdf

(15) Adopt Resolution waiving competitive bidding requirements and authorizing the purchase of a McCloskey 516R-T Track Mounted Trommel Screen from Northwest Equipment Systems, LLC for $223,860.00 including Washington State sales tax.

Documents:

McCloskey.pdf

(16) Authorize the Mayor to sign Amendment No. 1 to the License Agreement to use City Property with Dog Day Afternoon for the collection of leasehold excise tax.

Documents:

Dog Day-1.pdf

(17) Authorize the Mayor to sign the Professional Services Agreement with Alliant Employee Benefits to provide insurance brokerage and advisory services associated with employee benefit plans in the amount of $80,850.00 annually.

Documents:

Alliant.pdf

(18) Adopt Resolution authorizing recovery of abatement costs pursuant to EMC 1.20.090 at 1405 Hoyt Avenue.

Documents:

1405 Hoyt.pdf

(19) Authorize the Mayor to sign the Amendment to the Agreement for Inmate Housing with South Correctional Entity (SCORE) regarding an increase to the daily bed rate effective January 1, 2017.

Documents:

Inmate Housing.pdf

(20) Authorize the Mayor to sign the Right of Entry and Hold Harmless Agreement with Snohomish County for the control of noxious weeds at the City's Water Pollution Control Facility at no cost.

Documents:

Citys Water.pdf

(21) Authorize the Mayor to sign the Professional Services Agreement (PSA) with Perteet, Inc. for final design of Downtown Streetscape Improvements Phase 2 in an amount not to exceed $111,908.

Documents:

Perteet Downtown.pdf

Executive Session

Adjourn

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

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

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

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
AN ORDINANCE Annexing Property Located East of the Existing City Limits, South of 12th St NE and West of Union Slough, Known as the Smith Island Municipal Annexation

	Briefing	
	Consent	
8/10/16	Action	
7/27/16	First Reading	
8/3/16	Second Reading	
8/1016	Third Reading	
8/10/16	Public Hearing	

COUNCIL BILL #	CB1607-31
Originating Dept.	Planning
Contact Person	Allan Giffen
Phone Number	425-257-8725
FOR AGENDA OF	July 27, 2016

Initialed by:
Department Head
CAA db
Council President

Location	Preceding Action	Attachments	Department(s) Approval
Smith Island, west of Union Slough, south of 12th Street	City Council Resolution 6882 for Intent to Annex on July 29, 2015	Ordinance, Staff Report	Legal, Planning

Amount Budgeted	N/A	
Expenditure Required	N/A	
Budget Remaining	N/A	
Additional Required	N/A	

DETAILED SUMMARY STATEMENT:
Proposed is a municipal annexation of City owned property located east of the existing City limits, south of 12th St NE and west of Union Slough, known as the Smith Island Municipal Annexation. The City of Everett requested the expansion of its Urban Growth Boundary to include all City-owned property on Smith Island. This request was approved by Snohomish County. The annexation is for municipal purposes as a result of evolving needs of the Waste Water Treatment Facility and its related activities.

A City Council briefing was held on July 22, 2015.

RECOMMENDATION (Exact action requested of Council):
Adopt An Ordinance Annexing Property Located East of the Existing City Limits, South of 12th St NE and West of Union Slough, Known as the Smith Island Municipal Annexation.

ORDINANCE NO. _____

AN ORDINANCE Annexing Property Located East of the Existing City Limits, South of 12th St NE and West of Union Slough, Known as the Smith Island Municipal Annexation

WHEREAS, pursuant to RCW 35.13.180, the City of Everett is annexing certain city-owned property for municipal purposes; and

WHEREAS, the Snohomish County Council adopted Ordinance 14-131 effective July 2, 2015 that adopted map amendments that extended the Urban Growth Boundary to include the area of this proposed annexation within the Municipal Urban Growth Area of the City of Everett; and

WHEREAS, the property is owned by the City of Everett, and is contiguous to the existing city limits of the City of Everett; and

WHEREAS, the property will be used for municipal purposes; and

WHEREAS, the annexation of City owned property contiguous to the City for municipal purposes is exempt from review by the Snohomish County Boundary Review Board; and

WHEREAS, on July 29, 2015 City Council passed Resolution 6882 stating the Council's intent to annex to Everett unincorporated Snohomish County Territory on Smith Island and City Council did conduct a public hearing on September 9, 2015, for the proposed annexation, for which proper notice of hearing was provided; and

WHEREAS, the City Council finds that the proposed annexation is in the best interests of the citizens of Everett;

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

Section 1. The property identified in Exhibit "A" and as legally described below is hereby annexed to the City of Everett:

SMITH ISLAND ANNEXATION: LEGAL DESCRIPTION

IT IS THE INTENT OF THIS LEGAL DESCRIPTION TO FOLLOW THE EXISTING CORPORATE CITY LIMITS OF EVERETT. REFERENCES HEREIN ARE MEANT TO CONVEY THAT ALTHOUGH PRESENT RIGHTS OF WAY BOUNDARIES MAY BE DIFFERENT, THE RIGHTS OF WAY BOUNDARIES AT THE TIME OF THE ORIGINAL INCORPORATION AND SUBSEQUENTLY ADOPTED ORDINANCES ARE INTENDED TO BE FOLLOWED SO THAT NO GAP OR OVERLAP EXISTS BETWEEN THIS ANNEXATION AND THE EXISTING CITY LIMITS OF EVERETT.

All that portion of the West Half of the NW Quarter of Section 15, Township 29 North, Range 5 East, W.M. lying west of the MID-CHANNEL of UNION SLOUGH.

Situate in County of Snohomish, State of Washington.

Being an area of approximately 27.35 Acres.

Section 2: Notice to Snohomish County. The City Clerk of the City of Everett is hereby directed upon passage of this ordinance of annexation to deliver and to file with the Snohomish County Council, the Snohomish County Auditor, and the State of Washington, a certified copy of this ordinance of annexation.

Section 3: 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 4: 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 5: 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 6: 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 provisions 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:

_____
Sharon Fuller, CITY CLERK

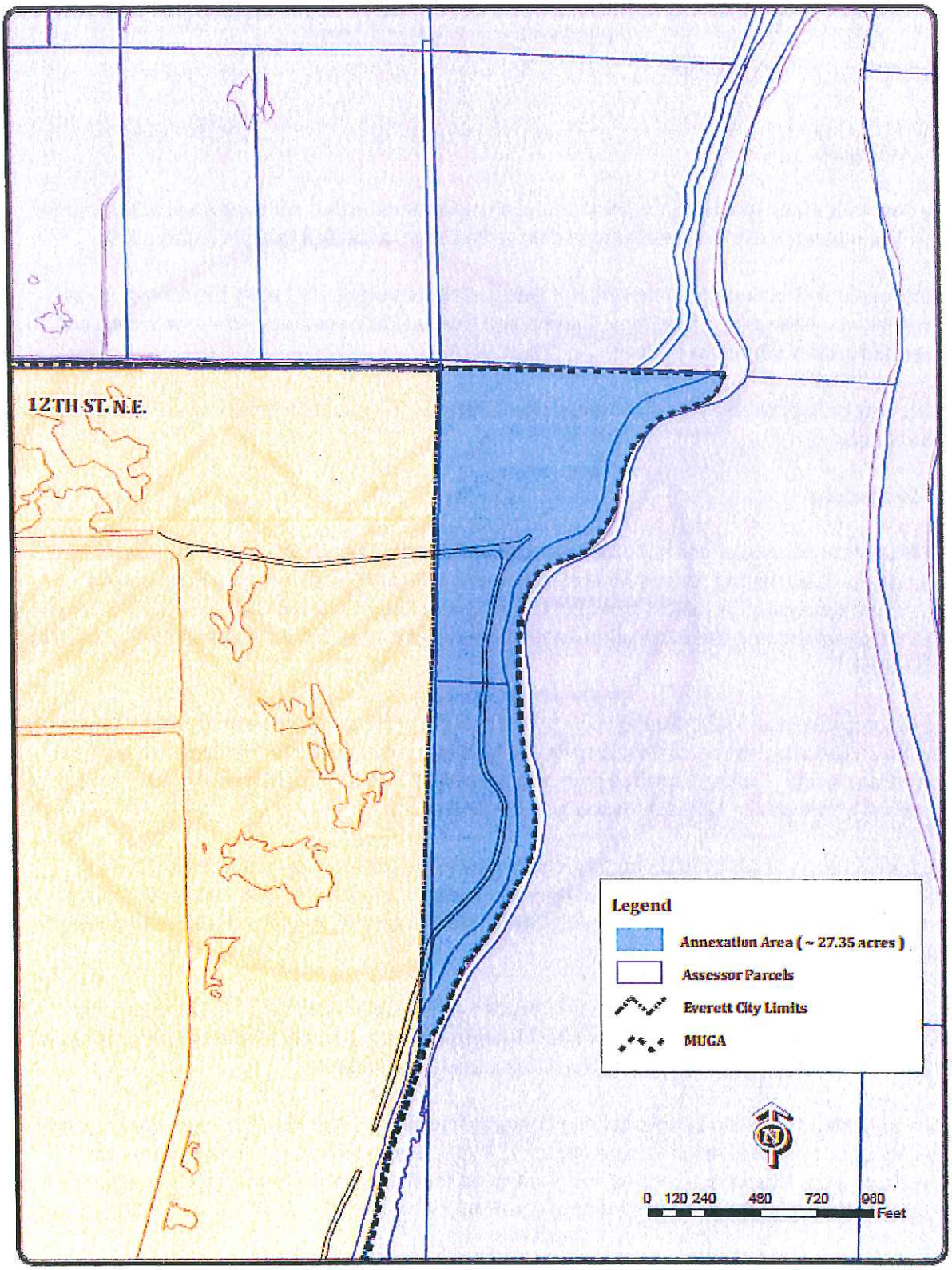
Passed: _____

Valid: _____

Published: _____

Effective Date: _____

Exhibit A
Smith Island Municipal Annexation



City Council

Staff Report

Smith Island Municipal Annexation, Zoning and Shoreline Management Program Designations
Public Hearing on August 10, 2016

A. Summary

City Council is asked to finalize the Smith Island Municipal Annexation, set zoning and adopt interim Shoreline Management Program Designations on the subject area (See Exhibits A through D).

Following Council action, the State Office of Financial Management will certify the annexation as complete and made part of the City of Everett, and affected State agencies, service providers and interested individuals will be notified.

The zoning ordinance and Shoreline Management Program Designations ordinance are presented under separate cover.

B. Background

A SEPA review was completed and a Determination of Nonsignificance was issued February 17, 2012 that addressed a Comprehensive Plan designation of 2.8: Public/Quasi-Public Facilities and A-1 Agriculture zoning for the subject area (See Exhibit E). City Council passed Ordinance 3288-12 August 1, 2012 which set the land use designation on the subject property as 2.8: Public/Quasi-Public Facilities (See Exhibit F).

The City submitted an application to Snohomish County in order to incorporate the subject area within the City's UGA, and Snohomish County reviewed the City's request as a docket item with their 2015 Comp Plan update. County Council passed Ordinance 14-131 June 10, 2015 amending the City's UGA boundary to include the subject property (See Exhibit G).

The annexation is of City owned property, contiguous to the existing City boundary and is for a municipal purpose, and therefore does not require review or approval by the Snohomish County Boundary Review Board (BRB) per RCW 36.93.090. We did however consult with BRB staff prior to proceeding with the annexation process.

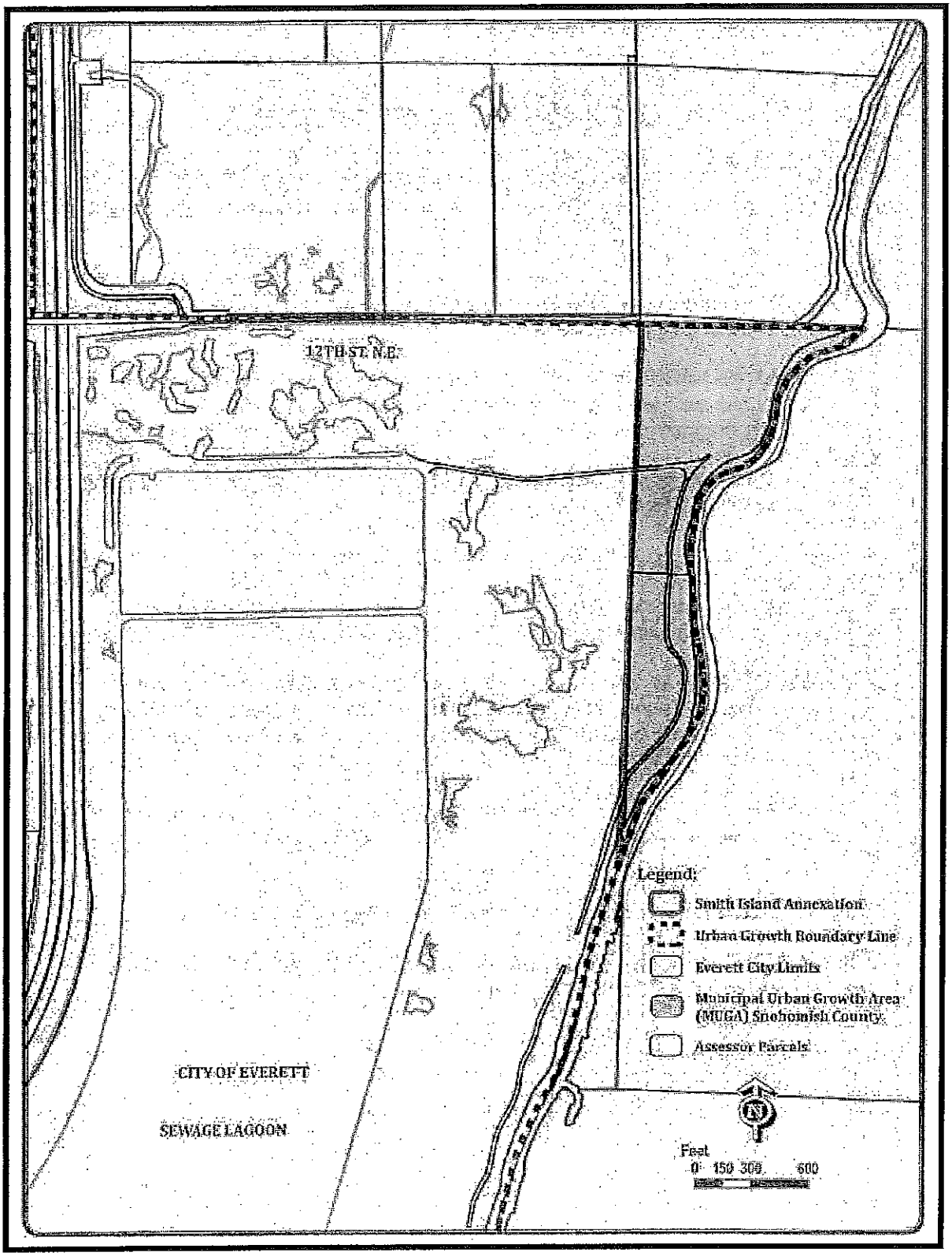
On July 29, 2015 the City issued a Notice of Adoption of Snohomish County's Final Environmental Impact Statement for Snohomish County's Shoreline Management Program update to meet the City's State Environmental Policy Act requirements for the proposal (See Exhibit H).

Planning Commission held a public hearing on zoning and interim Shoreline Management Program designations of the annexation area on August 4, 2015, recommending that zoning be set at A-1: Agriculture Rural Flood Fringe District and to adopt interim Snohomish County Shoreline Management Program Resource and Aquatic designations (See Exhibit I).

C. Exhibits

1. Exhibit A: Map of Smith Island Annexation Area
2. Exhibit B: Draft Ordinance for Annexation
3. Exhibit C: Draft Ordinance for Zoning
4. Exhibit D: Draft Ordinance for Interim Shoreline Management designations
5. Exhibit E: SEPA #11-047 DNS
6. Exhibit F: City Council Ordinance No. 3288-12
7. Exhibit G: Snohomish County Council Ordinance No. 14-131
8. Exhibit H: Notice of Adoption of Snohomish County's FSEIS for their Shoreline Management Plan
9. Exhibit I: Planning Commission Resolution 15-06

Exhibit A
Map of Smith Island Annexation Area



ORDINANCE NO. _____

AN ORDINANCE Annexing Property Located East of the Existing City Limits, South of 12th St NE and West of Union Slough, Known as the Smith Island Municipal Annexation

WHEREAS, pursuant to RCW 35.13.180, the City of Everett is annexing certain city-owned property for municipal purposes; and

WHEREAS, the Snohomish County Council adopted Ordinance 14-131 effective July 2, 2015 that adopted map amendments that extended the Urban Growth Boundary to include the area of this proposed annexation within the Municipal Urban Growth Area of the City of Everett; and

WHEREAS, the property is owned by the City of Everett, and is contiguous to the existing city limits of the City of Everett; and

WHEREAS, the property will be used for municipal purposes; and

WHEREAS, the annexation of City owned property contiguous to the City for municipal purposes is exempt from review by the Snohomish County Boundary Review Board; and

WHEREAS, on July 29, 2015 City Council passed Resolution 6882 stating the Council's intent to annex to Everett unincorporated Snohomish County Territory on Smith Island and City Council did conduct a public hearing on September 9, 2015, for the proposed annexation, for which proper notice of hearing was provided; and

WHEREAS, the City Council finds that the proposed annexation is in the best interests of the citizens of Everett;

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

Section 1. The property identified in Exhibit "A" and as legally described below is hereby annexed to the City of Everett:

SMITH ISLAND ANNEXATION: LEGAL DESCRIPTION

IT IS THE INTENT OF THIS LEGAL DESCRIPTION TO FOLLOW THE EXISTING CORPORATE CITY LIMITS OF EVERETT. REFERENCES HEREIN ARE MEANT TO CONVEY THAT ALTHOUGH PRESENT RIGHTS OF WAY BOUDARIES MAY BE DIFFERENT, THE RIGHTS OF WAY BOUNDARIES AT THE TIME OF THE ORIGINAL INCORPORATION AND SUBSEQUENTLY ADOPTED ORDINANCES ARE INTENDED TO BE FOLLOWED SO THAT NO GAP OR OVERLAP EXISTS BETWEEN THIS ANNEXATION AND THE EXISTING CITY LIMITS OF EVERETT.

All that portion of the West Half of the NW Quarter of Section 15, Township 29 North, Range 5 East, W.M. lying west of the MID-CHANNEL of UNION SLOUGH.

Situate in County of Snohomish, State of Washington.

Being an area of approximately 27.35 Acres

Section 2: Notice to Snohomish County. The City Clerk of the City of Everett is hereby directed upon passage of this ordinance of annexation to deliver and to file with the Snohomish County Council, the Snohomish County Auditor, and the State of Washington, a certified copy of this ordinance of annexation.

Section 3: 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 4: 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 5: 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 6: 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 provisions 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:

_____
Sharon Marks, CITY CLERK

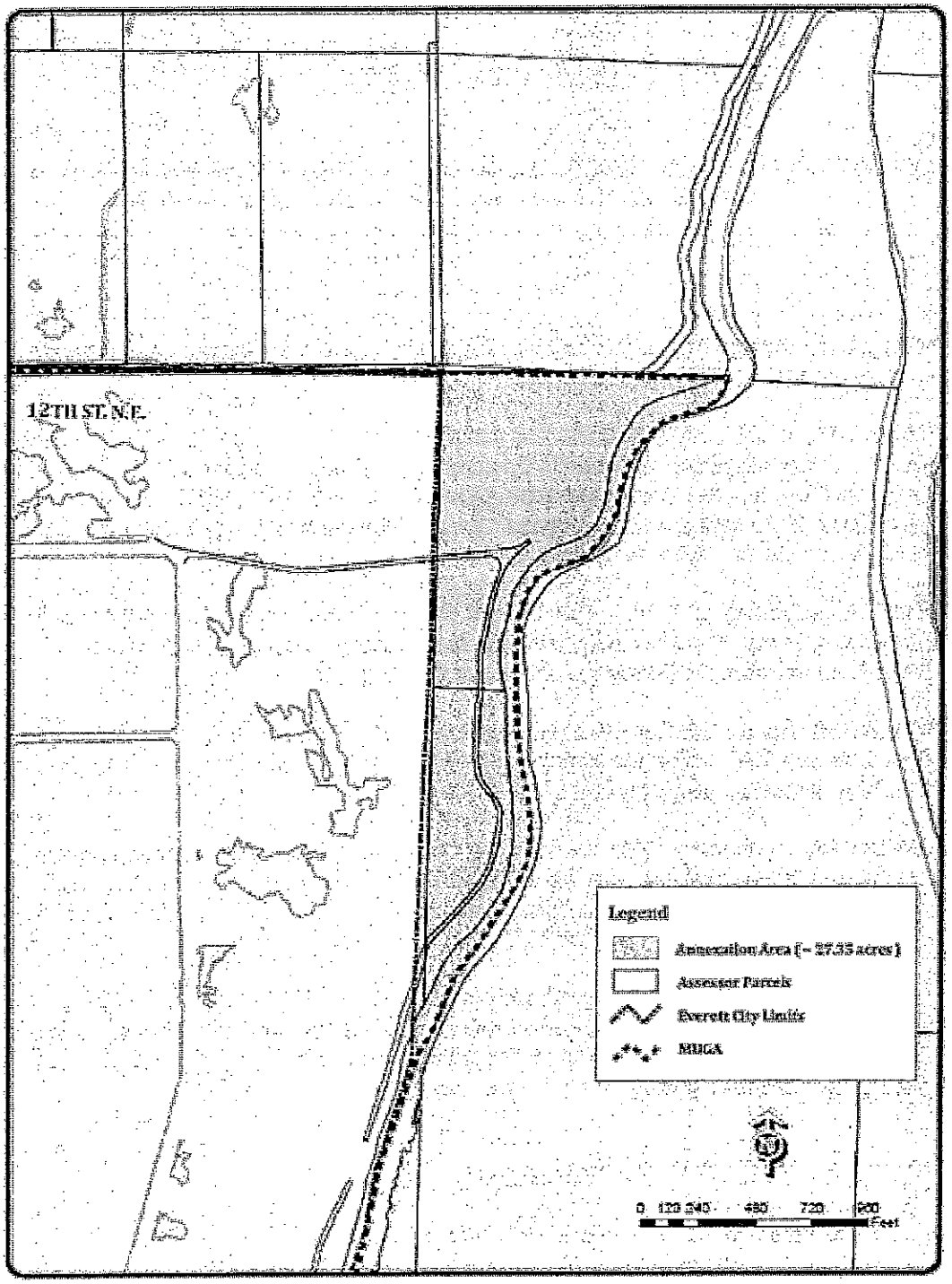
Passed: _____

Valid: _____

Published: _____

Effective Date: _____

Exhibit A
Smith Island Municipal Annexation



Page 4 of 4

Exhibit C
Draft Ordinance for Zoning

ORDINANCE NO. _____

AN ORDINANCE Establishing Zoning for the Smith Island Municipal Annexation Area, amending Exhibit A to Ordinance No. 1671-89 (as amended)

WHEREAS, the City of Everett is provided authority to annex contiguous unincorporated territory pursuant to RCW 35.13.180; and

WHEREAS, in 2012 a SEPA review was completed and a Determination of Nonsignificance No. 11-047 was issued that addressed a Comprehensive Plan designation of 2.8: Public/Quasi-Public Facilities and A-1 Agriculture zoning for the proposed Smith Island Annexation Area, an approximate 27.35 acre area owned by the City and located along Union Slough and adjoining other City-owned properties to the east; and

WHEREAS, on August 1, 2012, City Council passed Ordinance 3288-12 adopting the 2.8: Public/Quasi-Public Facilities designation for the subject property consistent with the designations for other City-owned properties to the west; and

WHEREAS, Snohomish County Council reviewed the City's request for expansion of the Urban Growth Area (UGA) and passed Ordinance 14-131 on June 10, 2015 amending the City's UGA to include the subject property; and

WHEREAS, on August 4, 2015, the Planning Commission held a public hearing regarding establishment of the enabling zone for the subject area upon annexation to the City and recommended that the Smith Island Municipal Annexation be zoned A-1 RFFD (Agriculture Rural Flood Fringe District) (Exhibit "A"); and

WHEREAS, on July 29, 2015 City Council passed Resolution 6882 stating the Council's intent to annex to Everett unincorporated Snohomish County Territory on Smith Island and City Council did conduct a public hearing on September 9, 2015, for the proposed annexation, for which proper notice of hearing was provided; and

WHEREAS, THE CITY COUNCIL FINDS:

1. The proposed zoning is consistent with the Everett Comprehensive Plan.

2. The proposed zoning bears a substantial relation to public health, safety or welfare.
3. The proposed zoning promotes the best long-term interests of the Everett community.
4. The area proposed to be zoned A-1 RFFD will be developed for environmental mitigation/restoration consistent with and supporting the uses on adjacent properties and the proposed zoning will not adversely impact adjacent uses.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1: Zoning. That the Zoning Map of that portion of the City of Everett shown on the map in Exhibit A and legally described below is hereby established as A-1 RFFD (Agriculture Rural Flood Fringe District), amending Exhibit A to Ordinance No. 1671-89(as amended):

SMITH ISLAND MUNICIPAL ANNEXATION AREA: LEGAL DESCRIPTION

IT IS THE INTENT OF THIS LEGAL DESCRIPTION TO FOLLOW THE EXISTING CORPORATE CITY LIMITS OF EVERETT. REFERENCES HEREIN ARE MEANT TO CONVEY THAT ALTHOUGH PRESENT RIGHTS OF WAY BOUDARIES MAY BE DIFFERENT, THE RIGHTS OF WAY BOUNDARIES AT THE TIME OF THE ORIGINAL INCORPORATION AND SUBSEQUENTLY ADOPTED ORDINANCES ARE INTENDED TO BE FOLLOWED SO THAT NO GAP OR OVERLAP EXISTS BETWEEN THIS ANNEXATION AND THE EXISTING CITY LIMITS OF EVERETT.

All that portion of the West Half of the NW Quarter of Section 15, Township 29 North, Range 5 East, W.M. lying west of the MID-CHANNEL of UNION SLOUGH.

Situate in County of Snohomish, State of Washington.

Being an area of approximately 27.35 Acres

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.

Section5: 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 provisions 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:

_____

Sharon Marks, CITY CLERK

Passed: _____

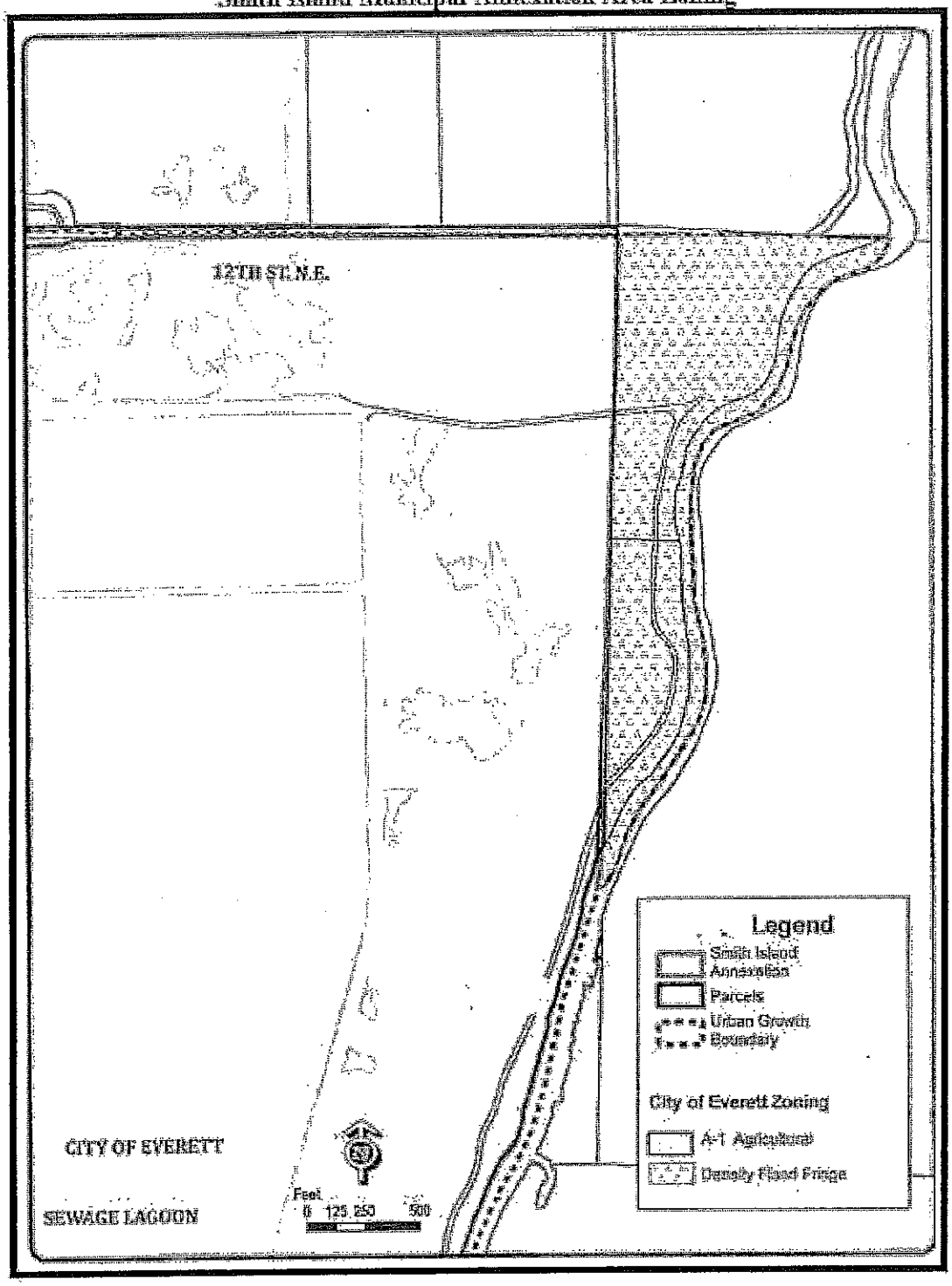
Valid: _____

Published: _____

Effective Date: _____

Exhibit A

Smith Island Municipal Annexation Area Zoning



Page 4 of 4

ORDINANCE NO. _____

AN ORDINANCE Adopting the Snohomish County Shoreline Management Program Resource and Aquatic Designations and Program Policies and Regulations as Interim Designations for the Smith Island Municipal Annexation Area, amending Ordinance No.'s 2600-02, 2021-94 and 1671-89 (as amended)

WHEREAS, the City of Everett is provided authority to annex contiguous unincorporated territory pursuant to RCW 35.13.180; and

WHEREAS, Snohomish County Council reviewed the City's request for expansion of the Urban Growth Area (UGA) for properties on Smith Island and passed Ordinance 14-131 on June 10, 2015 amending the City's UGA to include the subject property; and

WHEREAS, WAC 173-26-160 requires local governments to amend their shoreline master programs to address newly annexed areas within one year of annexation, but until the master program is amended any decision on an application for a shoreline permit in the annexed shoreline area shall be based upon compliance with the master program in effect for the area prior to annexation; and

WHEREAS, on July 29, 2015 the City's Responsible Official issued a Notice of Adoption of Snohomish County's Final Environmental Impact Statement for Snohomish County's Shoreline Management Program update to meet the City's State Environmental Policy Act requirements for the proposal; and

WHEREAS, on August 4, 2015, the Planning Commission held a public hearing regarding establishing shoreline designations for the subject area upon annexation to the City and recommended that City Council adopt Resource and Aquatic designations as interim designations for the Smith Island Municipal Annexation Area; and

WHEREAS, the goals and policies of Shoreline Management / Master Programs are also part of the Comprehensive Plan and the regulations in Shoreline Management / Master programs are also part of the City's zoning regulations; and

WHEREAS, on July 29, 2015 City Council passed Resolution 6882 stating the Council's intent to annex to Everett unincorporated Snohomish County Territory on Smith Island and City

Council did conduct a public hearing on September 9, 2015, for the proposed annexation, for which proper notice of hearing was provided; and

WHEREAS, THE CITY COUNCIL FINDS:

1. The purpose for the proposed interim amendments to the Shoreline Master Program, Comprehensive Plan and Zoning are to address a newly annexed area of City-owned land on Smith Island adjacent to larger restoration / mitigation areas, providing for the subject area's management needs and allowing the provision of public safety services to the property.

2. The proposed interim designations, goals, policies and regulations are the same as that in Snohomish County's existing Shoreline Management Program and will be used for permitting purposes until such time as the City updates the Shoreline Master Program.

3. The proposed interim designations, goals, policies, and regulations are generally consistent with the City's Comprehensive Plan.

4. The amendments will not create pressure to change the designations of other properties in the vicinity.

5. The proposal bears a substantial relation to public health, safety or welfare.

6. The proposal promotes the best long-term interests of the Everett community.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1: Shoreline Master Program. The Snohomish County Shoreline Management Program is hereby adopted to apply to the Smith Island Municipal Annexation area, amending Ordinances 2600-02 (Shoreline Master Program), as amended, Ordinance 2021-94 (Comprehensive Plan), as amended, and Ordinance 1671-89 (Title 19 EMC), as amended until such time as the City updates the Shoreline Master Program.

Section 2: Shoreline Master Program Designations. The Shoreline Master Program designation for that portion of the West Half of the NW Quarter of Section 15, Township 29 North, Range 5 East, W.M. lying west of the ordinary high water mark of Union Slough and shown on Exhibit "A" attached hereto and incorporated herein by reference is Resource Environment, and the Shoreline Master Program designation for that portion of the West Half of the NW Quarter of Section 15, Township 29 North, Range 5 East, W.M. lying east of the ordinary high water mark of Union Slough to the mid-channel of Union Slough and shown on Exhibit "A" attached hereto and incorporated herein by reference is Aquatic Environment, until such time as the City updates the Shoreline Master Program.

Section 3: 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 4: 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 5: 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 6: 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 provisions 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:

_____
Sharon Marks, CITY CLERK

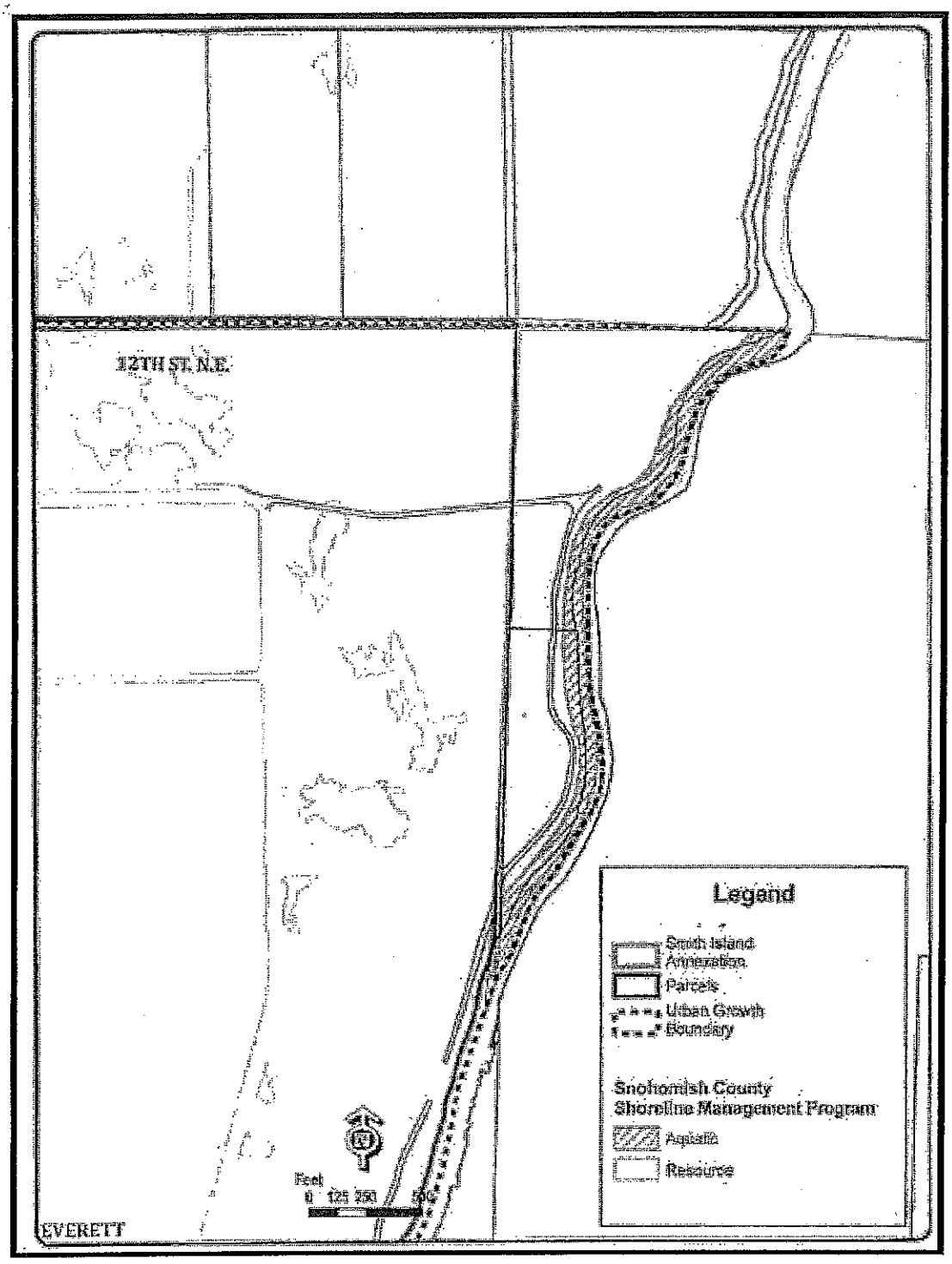
Passed: _____

Valid: _____

Published: _____

Effective Date: _____

Exhibit A
Smith Island Municipal Annexation Area Shoreline Master Program Designations



Page 4 of 4

Exhibit E
SEPA #11-047 DNS

CITY OF EVERETT
DETERMINATION OF NON-SIGNIFICANCE (*SEPA11-047*)
And PLANNING COMMISSION PUBLIC HEARING NOTICE
Expansion of Urban Growth Area
Non-project action - Comprehensive Plan Map Amendment

Description of Proposal: Expand the boundary of the City's Urban Growth Area to account for a 20acre Environmental mitigation area owned and managed by the City of Everett. This action would change the boundary depicted in the City's Comprehensive Plan map and would help clear the way for eventual County approval of the City's request to revise the UGA boundary, and eventual annexation, some time after 2015. Additional information is available at: http://www.everettwa.org/default.aspx?ID=2018.

Planning Commission Public Hearing:
Date & Time: March 6, 2012 at 6:30 p.m.
Location: 2930 Wetmore Avenue, 8th floor Hearing Room

Applicant: Sponsored by Planning Commission

Representative: See contact person below

Location: South of 12th St NE, west of Union Slough

General Plan: Existing: Riverway Commercial Farm Land (Snohomish County)
Proposed: 2.8 (Public/Quazi Public Facilities)

Zoning: Existing: Ag 10 (Snohomish County)
Proposed: A-1 (Agriculture)

Lead Agency: City of Everett Planning Department

Contact Person: Dave Koenig or Bob Larsen Phone: (425) 257-8731

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement is not required under RCW 43.21C.030(2)(c). This determination assumes compliance with State law and City ordinances related to general environmental protection including but not limited to right-of-way improvement requirements, drainage, outdoor lighting, noise and vibration, etc. This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

This DNS is issued under 197-11-340(2). The lead agency will not act on this proposal for 14 days from the date below (shown as February 17, 2012). Comments must be submitted by March 2, 2012.

Responsible Official: Allan Giffen
Title: Planning and Community Development Director
Address: 2930 Wetmore Avenue, Suite 8A, Everett, WA 98201
Date: February 17, 2012

Signature: (RWL)

NOTE: A DNS may be withdrawn in the event of significant changes in the proposal, disclosure of new significant information, misrepresentation by the applicant, or failure to comply with the conditions upon which this Determination of Non-Significance is predicated.

There is no appeal period on this administrative determination.

ORDINANCE NO. 3288-12

An Ordinance Amending The Comprehensive Plan Map Expanding The City's Urban Growth Boundary on Smith Island, Amending Ordinance No. 2021-94, As Amended Smith Island UGA Expansion

WHEREAS, the City of Everett adopted a Comprehensive Plan in August, 1994, in conformance with the Washington State Growth Management Act; and

WHEREAS, the City of Everett completed its 10 year update to the Comprehensive Plan with City Council adoption on July 20, 2005; and

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

WHEREAS, the City of Everett initiated its 2011 – 2012 annual Comprehensive Plan amendment process in July of 2011, which included consideration of Land Use Map amendments and rezone applications initiated by property owners and the Everett Planning Commission; and

WHEREAS, the City of Everett owns a 20 acre property on Smith Island, part of a larger mitigation / restoration area east of the Waste Water Treatment Facility, that is currently in Snohomish County and under the jurisdiction of Snohomish County for land use permits, and

WHEREAS, a larger associated restoration / mitigation area extending west and south of the subject property is currently inside the Everett City limits, and therefore under permitting control of the City, and

WHEREAS, the Everett Planning Commission made this recommendation in order to eventually bring the property as shown in Exhibit A into the City, and under City Jurisdiction, which will provide for more streamlined permitting and other benefits, and

WHEREAS, the Planning Commission held a public hearing on the matter on March 6, 2012, at which time it heard from the public, and staff, and considered the various aspects of the proposal before recommending approval; and

WHEREAS, THE CITY COUNCIL FINDS:

1. The purpose for the requested Comprehensive Plan land use map amendment is to expand the City of Everett's Urban Growth Area, which would allow the City to join the subject property to the larger restoration / mitigation areas associated with it which are currently in the City, and thereby place the subject expansion area under permitting control of Everett. This action would provide for the subject area's management needs and allow for provision of public safety services to the property.

2. The action undertaken here: Approving placement of the subject Urban Growth Area on the Comprehensive Plan map, demonstrates intent on the part of the City to bring this area into the City, but it is also recognized additional steps will be required before the area is legally made part of the City.

3. To achieve the proposed map amendment, the subject area needs to be indicated on the Comprehensive Plan map surrounded by Everett's proposed City limits boundary, and shown as 2.8 (Public / Quasi Public Facilities - Proposed) within the indicated expansion area.

4. Planning Commission held a public meeting to learn of and discuss the proposed change on November 11, 2011 and held a public hearing on this proposal on March 6, 2012.

5. On March 6, 2012, Planning Commission passed Resolution 12-12, recommending adoption of this action by City Council.

6. The public health safety and welfare would be provided for by the proposal under existing development regulations of the City.

7. The proposed amendment to the land use map and rezone promotes the best long term interest of the Everett Community.

8. Any conclusions below that may be construed as a finding is included here as such by this reference.

WHEREAS, CITY COUNCIL CONCLUDES:

1. Any finding above that may be construed as a conclusion is included here as such by this reference.

2. The requested action is supported by, or consistent with, the Comprehensive Plan based on Policy 2.16.8, "develop logical service areas." This action is specifically intended to include the subject area in the City's planning area in part, because it falls with natural boundaries; those being 12th street to the north, and Union Slough to the east, where currently the eastern boundary is a quarter section line on the City map. (findings 1 and 2)

3. Circumstances related to the subject property and the area in which it is located have changed because of new work the City is doing with the Pollution Control Facility's eastern dike. (findings 1 and 2)

4. There are no erroneous assumptions or new information regarding this action known at the time this action was taken. (findings 2, 3 and 4)

5. The change promotes and ensures a continued desired land use pattern because the expansion area will be used for environmental mitigation. (findings 1 and 2)

6. The proposed land use designation should not be applied to other properties in the vicinity without first meeting the policies of the Comprehensive Plan on their own merit, considered separately from this action. Therefore approval of this application does not constitute a granting of special privilege. (findings 1, 3 and 4)

7. This action would have only positive environmental impacts on other properties in the vicinity. (findings 1 and 2)

8. The change of the land use designation will not pressure other properties in the vicinity to do the same. (findings 1, 3 and 4)

9. To achieve the proposed change, the City needs to add the subject property within Everett's Municipal Urban Growth Area (MUGA) and designate it 2.8 (Public / Quasi-Public Facilities). (finding 2)

10. The public health, safety and welfare would be provided for by passage of this Ordinance. (findings 1, 2, 3, 5 and 6)

11. This proposed Comprehensive Plan amendment and rezone promotes the best long term interest of the Everett Community. (findings 1, 2, 3, 4, 5 and 7)

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1: Amendment of the Land Use Map of the Comprehensive Plan

Amend the Comprehensive Plan land use map in the subject area to expand the Urban Growth Area and to change the land use designation from Snohomish County Riverway Commercial Farm Land to 2.8 (Public / Quasi Public Facilities - Proposed), amending Ordinance No. 2021-94, as amended. See attached Exhibit A.

Section 2: Incorporation.

Exhibit A, is hereby made part of this approval and incorporated herein by reference.

Section 3. Validity.

Should any section, subsection, paragraph, sentence, clause or phrase set forth in this Ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance, or its application to any other person or situation. The City Council of the City of Everett hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 4. Purpose.

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, its officers, employees or agents.

Section 5. Pending actions.

The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending before the City or in any court.

Section 6. Corrections.

The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to the Ordinance including but not limited to, the correction of scrivener's / clerical errors, references, Ordinance numbering, section / subsection numbers and any references thereto.

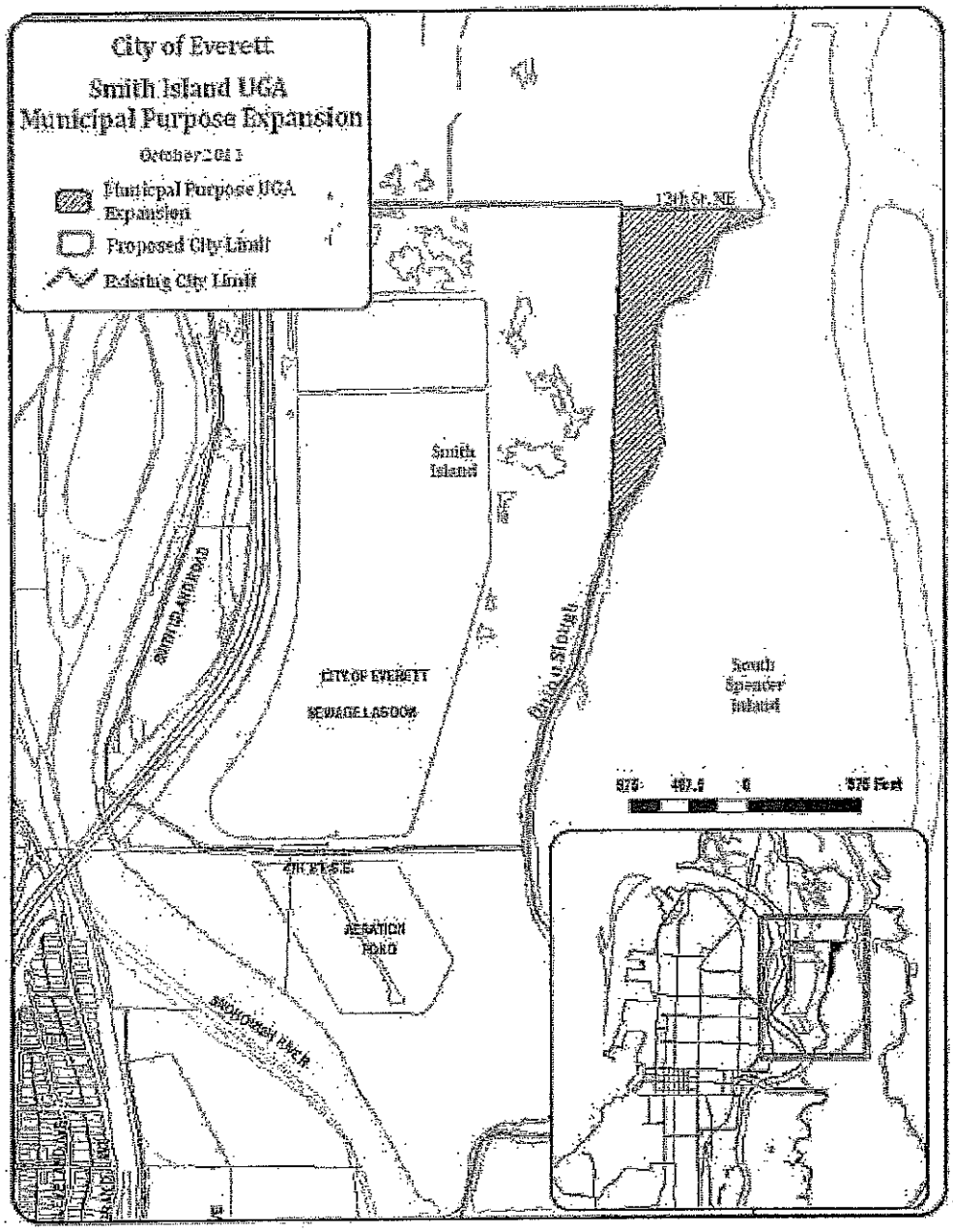
Ray Stephanson, Mayor

ATTEST:

City Clerk

Passed: 8-1-12
Valid: 8-6-12
Published: 8-8-12
Effective Date: 8-21-12

Exhibit A


City of Everett
Smith Island UGA
Municipal Purpose Expansion
Municipal Purpose UGA Expansion
Proposed City Limit
Existing City Limit
Smith Island
CITY OF EVERETT
SEWAGE LAGOON
South Spencer Island
AERATION POND
SNOHOMISH RIVER
575 Feet

-5-

Adopted: June 10, 2015
Effective: July 2, 2015

SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON

ORDINANCE NO. 14-131

RELATING TO THE GROWTH MANAGEMENT ACT, ADOPTING FUTURE LAND USE MAP AMENDMENTS TO THE SNOHOMISH COUNTY GROWTH MANAGEMENT ACT COMPREHENSIVE PLAN, AMENDING THE ZONING MAP TO IMPLEMENT CHANGES TO THE FUTURE LAND USE MAP, AND REVISING THE SOUTHWEST URBAN GROWTH AREA (EVR1 - CITY OF EVERETT)

WHEREAS, RCW 36.70A.130 and .470 direct counties planning under the Growth Management Act (GMA) to adopt procedures for interested persons to propose amendments and revisions to the Growth Management Act Comprehensive Plan (GMACP) or development regulations; and

WHEREAS, the Snohomish County Council (county council) adopted chapter 30.74 of the Snohomish County Code (SCC), "Growth Management Act Public Participation Program Docketing," to comply with the requirements of RCW 36.70A.130 and .470; and

WHEREAS, the Department of Planning and Development Services (PDS) compiled a list of non-county initiated amendments and revisions received by the October 31, 2012, deadline for Docket XVII proposals and evaluated these proposed amendments, including the EVR1 – City of Everett docket proposal, for consistency with the initial docket review criteria in SCC 30.74.030(1) and 30.74.040; and

WHEREAS, PDS briefed the Snohomish County Agricultural Advisory Board on the EVR1 – City of Everett docket proposal on April 9, 2013; and

WHEREAS, on May 29, 2013, and June 26, 2013, the county council held public hearings to receive public testimony on proposed non-county initiated amendments to the GMACP for consideration on Final Docket XVII, including the EVR1 – City of Everett proposal; and

WHEREAS, on July 17, 2013, the county council approved, by Amended Motion No. 13-138, a list of proposed non-county initiated comprehensive plan amendments for consideration and final action on Final Docket XVII, including the EVR1 – City of Everett

proposal, and authorized the county executive, through PDS, to process Final Docket XVII consistent with chapters 30.73 and 30.74 SCC; and

WHEREAS, the Snohomish County Planning Commission ("planning commission") was provided information on Final Docket XVII, including the EVR1 – City of Everett proposal, in study sessions and briefings held on May 13, 2014, and September 9, 2014; and

WHEREAS, pursuant to chapter 30.74 SCC, PDS completed final review and evaluation of Final Docket XVII, including the EVR1 – City of Everett proposal, and forwarded recommendations to the planning commission; and

WHEREAS, the planning commission held a public hearing and received public testimony on Final Docket XVII, including the EVR1 – City of Everett proposal, on October 7, 2014; and

WHEREAS, on October 14, 2014, the planning commission completed deliberations on Final Docket XVII, including the EVR1- City of Everett proposal, and recommended adoption of the EVR1 – City of Everett proposal as enumerated in its recommendation letter of December 4, 2014; and

WHEREAS, on May 13, 2015 and continued to June 10, 2015, the Snohomish County Council held a public hearing, after proper notice, to hear public testimony on this ordinance and consider the entire record, including the planning commission's recommendation, on Final Docket XVII and the EVR1 – City of Everett proposal.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The county council makes the following findings:

A. The county council adopts and incorporates the foregoing recitals as findings as if set forth fully herein.

B. The EVR1 – City of Everett proposal would revise the Southwest Urban Growth Area (UGA) to add 21 acres of land that will remain designated on the Future Land Use Map (FLUM) of the General Policy Plan (GPP) as Riverway Commercial Farmland (RCF) and will remain zoned Agriculture-10 Acre (A-10). The proposal would not result in a net increase in residential or employment land capacity.

C. The EVR1 – City of Everett proposal site is vacant and located on Smith Island, west of Union Slough and east of Everett's sewage treatment facility. The proposal site is owned by the City of Everett, and is being used for wetland enhancement and restoration to mitigate impacts from future expansion of Everett's sewage treatment

facility. The dike along the eastern boundary of the site, adjacent to Union Slough, previously was breached by the city to allow intertidal wetland restoration on the south portion of the site. Including this municipal property in the UGA would allow Everett to have all of its municipally-owned land in this area within the City of Everett's boundaries, following annexation. Bringing the proposal site into the UGA for eventual annexation also would streamline permitting associated with future habitat restoration projects and enable Everett to efficiently provide public services to its property.

D. The EVR1 – City of Everett proposal is consistent with the GMA, including RCW 36.70A.060(4), which provides: "Forest land and agricultural land located within urban growth areas shall not be designated by a county or city as forest land or agricultural land of long-term commercial significance under RCW 36.70A.170 unless the city or county has enacted a program authorizing transfer or purchase of development rights." Both the City of Everett and Snohomish County have enacted transfer of development rights (TDR) programs. The county's TDR regulations are contained in chapter 30.35A SCC.

E. The EVR1 – City of Everett proposal is subject to GMA requirements for UGAs under RCW 36.70A.110(8) as the proposal site is located within the 100-year floodplain of the Snohomish River, which has a mean annual flow that is greater than 1,000 cubic feet per second. However, the proposal is exempt from the prohibition of UGA expansions into a 100-year floodplain under RCW 36.70A.110(8)(b)(iii)(C) because: 1) the proposal site is owned by the City of Everett; 2) the city plans under the GMA; 3) the use of the proposal site will be limited to wetland enhancement and restoration; and 4) the use of the proposal site will not decrease flood storage, increase stormwater runoff, discharge pollutants to fresh or salt waters during normal operations or floods, or increase hazards to people and property.

F. The EVR1 – City of Everett proposal is consistent with and advances the Puget Sound Regional Council (PSRC) Multicounty Planning Policies (MPP), in particular DP- 29, which provides that the County protect and enhance significant open spaces, natural resources, and critical areas. The proposal provides for continued protection and future enhancement of the open space, floodplain, and critical areas through the public ownership and continued RCF designation and A-10 zoning of the site.

G. The EVR1 – City of Everett proposal is consistent with and advances the Countywide Planning Policies (CPP), in particular DP-1(f), which provides that the County shall maintain UGAs that do not include designated agricultural or forest land unless the city or county has enacted a program authorizing transfer or purchase of development rights. Both the city and county have adopted TDR programs.

H. The EVR1 – City of Everett proposal is consistent with and advances the GPP, in particular LU Policy 1.A.7, which provides that designated forest and agricultural lands shall not be included within a UGA unless the designated lands are maintained as natural resource lands and a TDR/PDR program has been enacted by the city or the county. The proposal site will continue to be designated RCF, a natural resource plan designation, and both the city and the county have adopted TDR programs.

I. Procedural requirements.

1. This proposal is a Type 3 legislative action pursuant to SCC 30.73.010.

2. State Environmental Policy Act (SEPA) requirements with respect to this non-project action have been satisfied through the completion of a Draft EIS issued on September 8, 2014, and a Final EIS issued on June 3, 2015.

3. Pursuant to RCW 36.70A.106(1), a notice of intent to adopt this ordinance was transmitted to the Washington State Department of Commerce for distribution to state agencies on December 17, 2014.

4. The public participation process used in the adoption of this ordinance has complied with all applicable requirements of the GMA and the SCC.

5. The Washington State Attorney General last issued an advisory memorandum, as required by RCW 36.70A.370, in December of 2006 entitled "Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property" to help local governments avoid the unconstitutional taking of private property. The process outlined in the State Attorney General's 2006 advisory memorandum was used by Snohomish County in objectively evaluating the amendments proposed by this ordinance.

J. The ordinance is consistent with the record.

1. No inconsistencies between the proposed amendments and the GMACP elements or development regulations have been identified.

2. The proposal complies with all requirements of the GMA, including: the requirement in RCW 36.70A.070 that a plan be an internally consistent document; the requirements in RCW 36.70A.130(1)(d) that any amendment to a comprehensive plan shall conform to the GMA and that any amendment to development regulations shall implement the comprehensive plan; the requirement in RCW 36.70A.130(2) that a county consider comprehensive plan amendments no more frequently than once per year; and the

requirements in RCW 36.70A.130(1)(d) and .210(1) and (7) that the comprehensive plan be consistent with the CPP and MPP.

Section 2. The county council makes the following conclusions:

A. The proposed amendments are consistent with the MPP and the CPP.

B. The proposal EVR1 – City of Everett meets the final docket criteria in SCC 30.74.060.

C. The proposed amendments are consistent with the goals, objectives and policies of the GPP.

D. The amendments are consistent with and comply with the procedural and substantive requirements of the GMA.

E. The county has complied with all SEPA requirements with respect to this non-project action.

F. The amendments do not result in an unconstitutional taking of private property for a public purpose and they do not violate substantive due process guarantees.

G. The county complied with state and local public participation requirements under the GMA and chapter 30.73 SCC.

Section 3. The county council bases its findings and conclusions on the entire record of the county council, including all testimony and exhibits. Any finding which should be deemed a conclusion, and any conclusion which should be deemed a finding, is hereby adopted as such.

Section 4. The Future Land Use Map of the GPP, last amended by Amended Ordinance No. 14-069 on October 8, 2014, is amended as indicated in Exhibit A to this ordinance, which is attached hereto and incorporated by reference into this ordinance.

Section 5. The area-wide zoning map, last amended by Amended Ordinance No. 14-068 on October 8, 2014, is amended as indicated in Exhibit B to this ordinance, which is attached hereto and incorporated by reference into this ordinance.

Section 6. The county council directs the Code Reviser to update SCC 30.10.060 pursuant to SCC 1.02.020(3).

Section 7. Severability and Savings. If any section, sentence, clause or phrase of this ordinance shall be held to be invalid by the Growth Management Hearings Board

("Board"), or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance. Provided, however, that if any section, sentence, clause or phrase of this ordinance is held to be invalid by the Board, then the section, sentence, clause or phrase in effect prior to the effective date of this ordinance shall be in full force and effect for that individual section, sentence, clause or phrase as if this ordinance had never been adopted.

PASSED this 10th day of June, 2015.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

Council Chair

ATTEST:

( ) APPROVED
( ) EMERGENCY
( ) VETOED

DATE: 6/22, 2015

County Executive

ATTEST:

Approved as to form only:

12/3/14
Deputy Prosecuting Attorney

D-4

ORDINANCE No. 14-131
RELATING TO THE GROWTH MANAGEMENT ACT, ADOPTING FUTURE LAND USE MAP AMENDMENTS TO THE SNOHOMISH COUNTY GROWTH MANAGEMENT ACT COMPREHENSIVE PLAN, AMENDING THE ZONING MAP TO IMPLEMENT CHANGES TO THE FUTURE LAND USE MAP, AND REVISING THE SOUTHWEST URBAN GROWTH AREA (EVR1 – CITY OF EVERETT) - 6

Exhibit A
Ordinance No. 14-131
EVR1 – City of Everett
Map 1
GPP Future Land Use Map Amendment

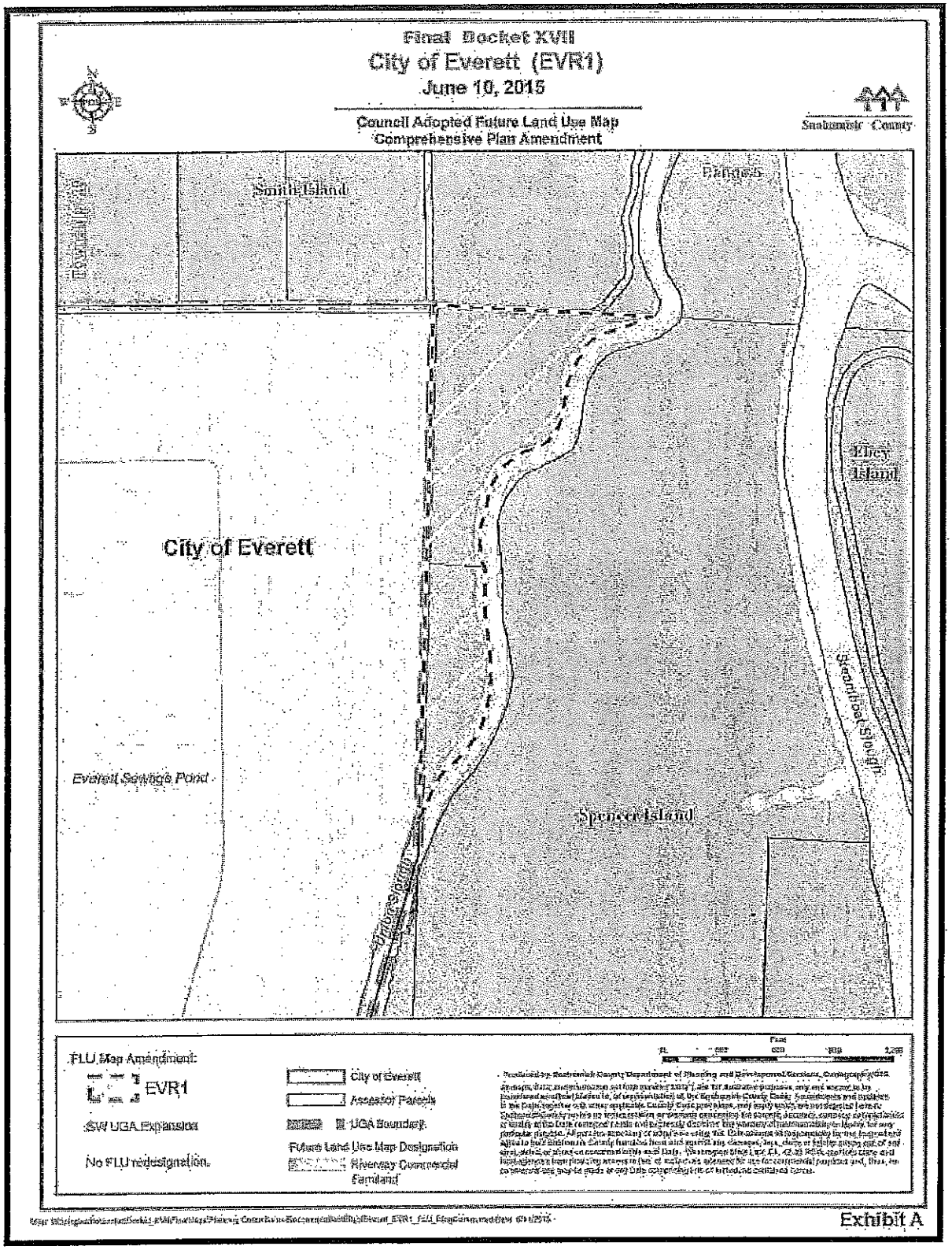

Final Docket XVII
City of Everett (EVR1)
June 10, 2015
Council Adopted Future Land Use Map
Comprehensive Plan Amendment
Snohomish County
Smith Island
Barnes
Grey Island
City of Everett
Everett Sewage Pond
Steamboat Slough
Spencer Island
FLU Map Amendment:
EVR1
SW UGA Expansion
No FLU redesignation.
City of Everett
Assessor Parcels
UGA Boundary
Future Land Use Map Designation
Riverway Commercial Farmland
Feet
Exhibit A

Exhibit B
Ordinance No. 14-131
EVR1 – City of Everett
Zoning Map Amendment

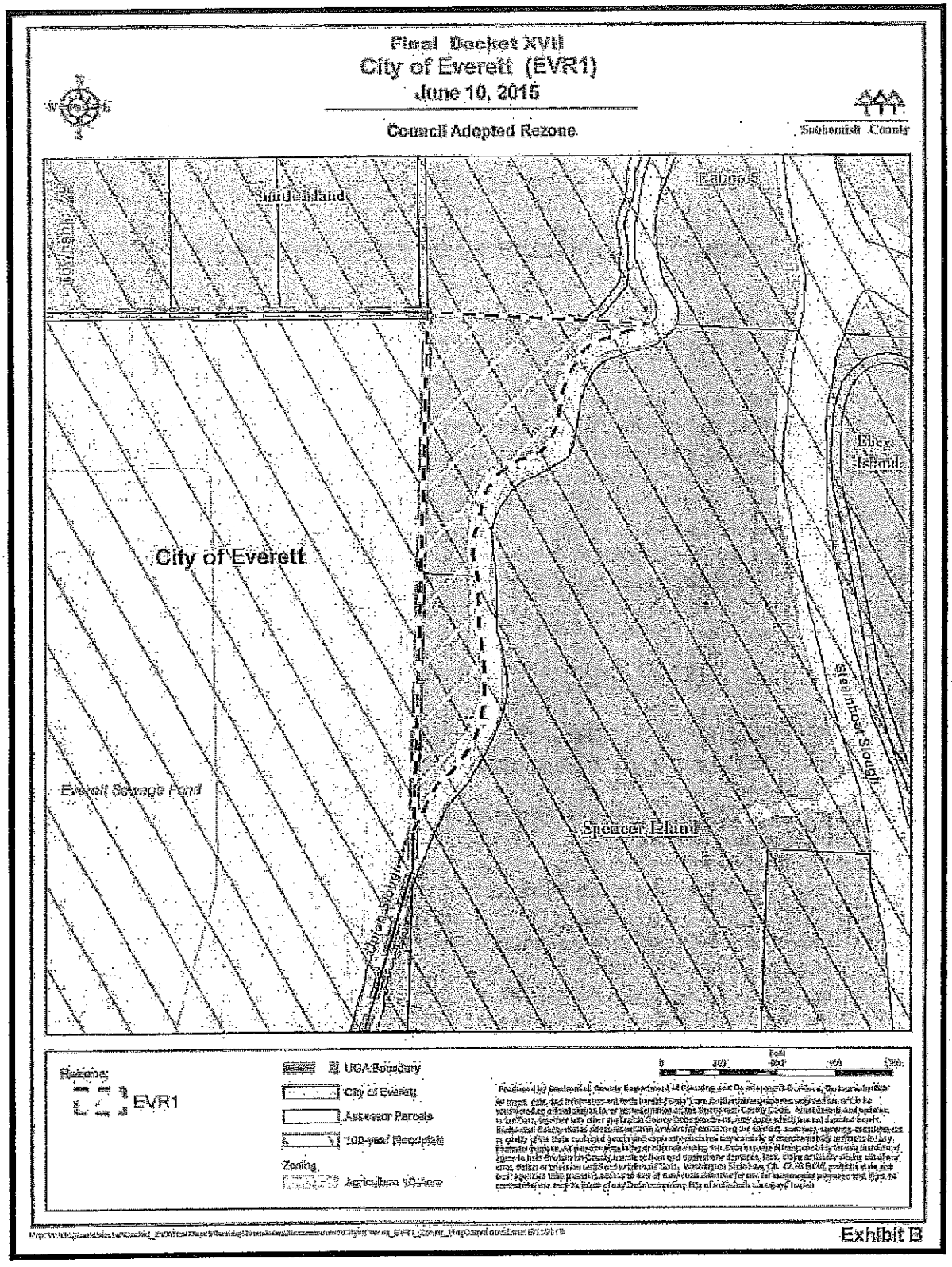

Final Docket XVII
City of Everett (EVR1)
June 10, 2015
Council Adopted Rezone
Snohomish County
Smith Island
Range 5
Township 29
City of Everett
Everett Sewage Pond
Spencer Island
Steamboat Slough
Ebey Island
Rezone:
EVR1
UGA Boundary
City of Everett
Assessor Parcels
100-year Floodplain
Zoning
Agriculture 10-Acre
Exhibit B

Exhibit H
Notice of Adoption of Snohomish County's FSEIS for their Shoreline Management Plan

ADOPTION OF EXISTING ENVIRONMENTAL DOCUMENT

Smith Island Municipal Annexation
ANNX #15-001

Description of Proposal: The City of Everett is proposing to annex unincorporated Snohomish County territory on Smith Island. The property is within the City's Urban Growth Area, is owned by the City, and is of a municipal purpose. The City's Comprehensive Plan designation of 2.8: Public/Quasi Public Facilities is currently applied to the area. Zoning of the site is proposed to be A-1: Agriculture Rural Flood Fringe District. The City proposes to adopt Snohomish County's Shoreline Management Program and interim Snohomish County Shoreline Management Program Resource and Aquatic designations for the subject area, until the City updates the Shoreline Master Program to include this area.

Proponent: City of Everett Planning and Community Development Department

Location of Proposal: Portion of Smith Island, west of Union Slough, south of 12th St NE.

Title of Document Being Adopted: Final Supplemental Environmental Impact Statement for Snohomish County Shoreline Management Program Update.

Agency that Prepared Document Being Adopted: Snohomish County Planning and Development Services.

Date Adopted Document was Prepared: The FSEIS was issued on August 25, 2010.

Description of Document Being Adopted: Snohomish County revised their Shoreline Management Program (SMP) as required by state law, RCW 90.58. The purpose of the document was to analyze the potential environmental impacts of the county's proposed updates to their SMP considering three proposed alternatives that evaluated maintaining the existing County SMP, modifying the County SMP to comply with new state SMP Guidelines, and modifying County SMP to be in compliance with new state SMP Guidelines with a reduced jurisdictional boundary.

If the Document Being Adopted has been Challenged (WAC 197-11-630), Please Describe: The document being adopted was not challenged.

Document is Available to Read at: The City of Everett Planning Department, 2930 Wetmore Avenue, Suite 8-A, Everett, WA, from 8:00 a.m. to 12 noon and 1:00 p.m. to 5:00 p.m., Monday through Friday.

We have identified and adopted this document as being appropriate for this proposal after independent review. The document meets our environmental review needs for the current proposal and will accompany the proposal to the decision makers.

Name of Agency Adopting Document: City of Everett Planning and Community Development Department.

Contact Person: Niels Tygesen, phone: 425.257.8731

Responsible Official: Allan Giffen

Title: Director, Planning and Community Development Department

Address: 2930 Wetmore Avenue, Suite 8-A, Everett, WA 98201

Date: July 29, 2015

Signature: _____ For A.G.

There is no appeal for this Notice of Adoption.

Page 2 of 2

AANP #15-001

Exhibit I
Planning Commission Resolution 15-06

CITY OF EVERETT
PLANNING COMMISSION
RESOLUTION NO. 15-06

Smith Island Municipal Annexation

A Resolution recommending that City Council set zoning of A-1: Agriculture Rural Flood Fringe District, and adopt interim Snohomish County Shoreline Management Program Resource and Aquatic designations for the Smith Island Municipal Annexation area.

WHEREAS, the Everett City Council passed a resolution on July 29, 2015, calling for annexation of the subject area; and

WHEREAS, the Land Use designation of the adjacent City owned property of 27.35 total acres (includes shoreline area) is 2.8: Public/Quasi Public Facilities with equivalent zoning of A-1: Agriculture Rural Flood Fringe District; and

WHEREAS, the subject property's Land Use designation is 2.8: Public/Quasi Public Facilities adopted in Ordinance 3288-12; and

WHEREAS, the equivalent zoning, according to the Land Use Element of the Comprehensive Plan, lists Existing Zoning as the implementing zone for the 2.8: Public/Quasi Public Facilities designation; and

WHEREAS, the equivalent zoning of A-1: Agriculture Rural Flood Fringe District for the subject property is the most appropriate designation to keep consistency with the zoning of adjacent property; and

WHEREAS, the subject property is designated as Resource and Aquatic by Snohomish County's Shoreline Management Program; and

WHEREAS, the City will be required to update its Shoreline Master Program by June 30, 2019; and

WHEREAS, the interim adoption of Snohomish County's Shoreline Management Program and equivalent designations for the subject property are the most appropriate designations until the City updates the Shoreline Master Program to include this property; and

WHEREAS, the City's responsible official issued a Determination of Non-significance SEPA No.11-047 for the proposed zoning and a Notice of Adoption of Snohomish County's FSEIS for their Shoreline Management Plan was issued for the proposed interim shoreline designations; and

WHEREAS, the Planning Commission held a Public Hearing on the proposed zoning and interim Shoreline Management Program Designations on August 4, 2015; and

WHEREAS, the Planning Commission finds:

1. The Everett Comprehensive Plan designation of 2.8: Public/Quasi Public Facilities has already been adopted and put in place for the annexation area.

2. The A-1: Agriculture Rural Flood Fringe District implementing zone is consistent with existing land use policies of the Everett Comprehensive Plan.

3. The recommended A-1: Agriculture Rural Flood Fringe District is consistent with the Comprehensive Plan map designation of 2.8: Public/Quasi Public Facilities and is the best fit for the anticipated future uses in the area.

4. The interim Snohomish County Shoreline Management Program Resource and Aquatic designations are consistent with existing land use policies of the Everett Comprehensive Plan.

5 The recommended interim Snohomish County Shoreline Management Program Resource and Aquatic designations are consistent with the Comprehensive Plan map designation of 2.8: Public/Quasi Public Facilities and are the best fit for the anticipated future uses in the area.

6. The proposed zoning and Shoreline Management Program designations bear a substantial relation to public health, safety or welfare and promote the best long-term interests of the Everett community.

NOW THEREFORE, THE PLANNING COMMISSION RECOMMENDS:

1. That City Council adopts A-1: Agriculture Rural Flood Fringe District as the zoning for the annexation area, (Exhibit A).

2. That City Council adopts Snohomish County Shoreline Management Program and designations of Resource and Aquatic as interim Shoreline Master Program designations for the annexation area, (Exhibit B).

Planning Commission Chair — Date: 8/3/15

Planning Commission Secretary

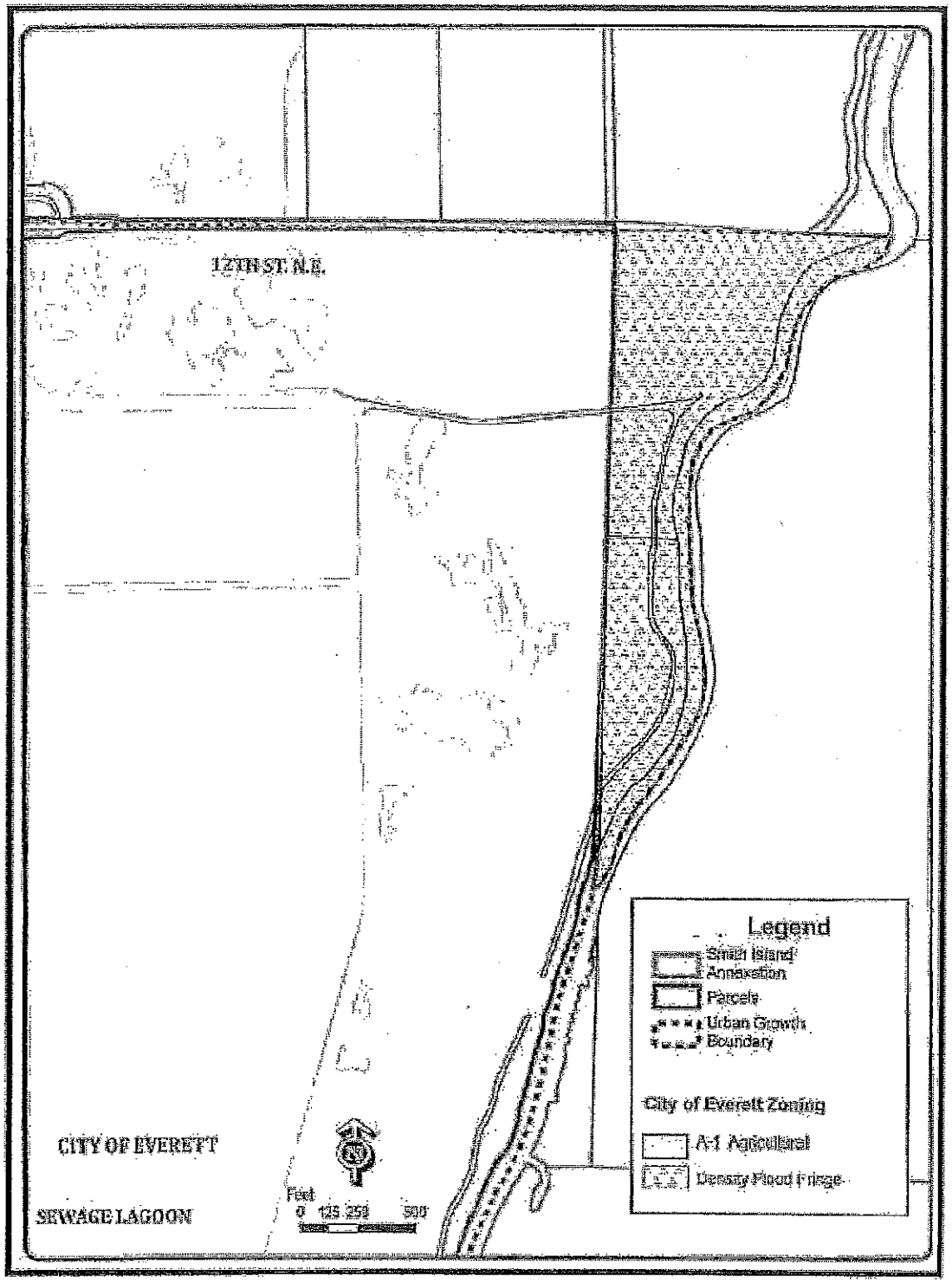
For: Commissioner Beck, Commissioner Tisdel, Commissioner Adams, and Chair Stewart

Against: None

Absent: Commissioner Zelinski, Commissioner Jordison, Commissioner Sand, and Commissioner Holland

Abstain: None

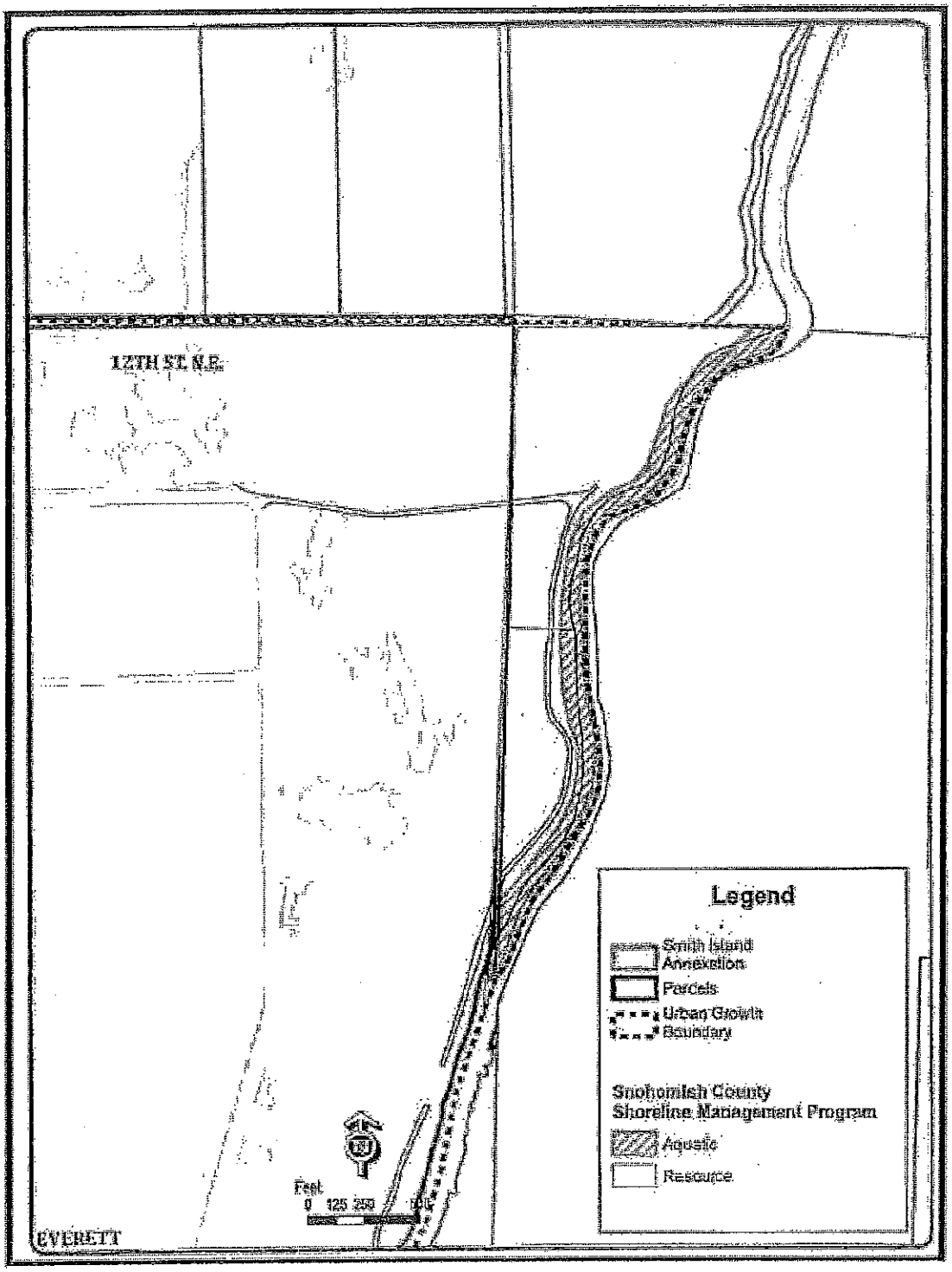
Exhibit A
Zoning Designation



Page 3 of 4

15-05

Exhibit B
Shoreline Master Program Designations



Page 4 of 4

15-05

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
AN ORDINANCE Establishing Zoning for the Smith Island Municipal Annexation Area, amending Exhibit A to Ordinance No. 1671-89 (as amended)

	Briefing	COUNCIL BILL #	CB1607-32
	Consent	Originating Dept.	Planning
8/10/16	Action	Contact Person	Allan Giffen
7/27/16	First Reading	Phone Number	425-257-8725
8/3/16	Second Reading	FOR AGENDA OF	July 27, 2016
8/10/16	Third Reading		
8/10/16	Public Hearing	Initialed by:	
		Department Head	
		CAA	db
		Council President	

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Smith Island, west of Union Slough, south of 12th Street	Planning Commission Hearing and Recommendation on 8/4/2015	Ordinance	Legal, Planning

Amount Budgeted	N/A	
Expenditure Required	N/A	
Budget Remaining	N/A	
Additional Required	N/A	

DETAILED SUMMARY STATEMENT:
The current Comprehensive Land Use designation for the Smith Island Municipal Annexation area is 2.8 (Public/Quasi-Public Facilities).

Planning Commission has recommended the implementing zone be set at A-1 RFFD (Agriculture Rural Flood Fringe District) consistent with the City's adjoining Water Pollution Control Facility property.

RECOMMENDATION (Exact action requested of Council):
Adopt an Ordinance Establishing Zoning for the Smith Island Municipal Annexation Area, amending Exhibit A to Ordinance No. 1671-89 (as amended).

ORDINANCE NO. _____

AN ORDINANCE Establishing Zoning for the Smith Island Municipal Annexation Area, amending Exhibit A to Ordinance No. 1671-89 (as amended)

WHEREAS, the City of Everett is provided authority to annex contiguous unincorporated territory pursuant to RCW 35.13.180; and

WHEREAS, in 2012 a SEPA review was completed and a Determination of Nonsignificance No. 11-047 was issued that addressed a Comprehensive Plan designation of 2.8: Public/Quasi-Public Facilities and A-1 Agriculture zoning for the proposed Smith Island Annexation Area, an approximate 27.35 acre area owned by the City and located along Union Slough and adjoining other City-owned properties to the east; and

WHEREAS, on August 1, 2012, City Council passed Ordinance 3288-12 adopting the 2.8: Public/Quasi-Public Facilities designation for the subject property consistent with the designations for other City-owned properties to the west; and

WHEREAS, Snohomish County Council reviewed the City's request for expansion of the Urban Growth Area (UGA) and passed Ordinance 14-131 on June 10, 2015 amending the City's UGA to include the subject property; and

WHEREAS, on August 4, 2015, the Planning Commission held a public hearing regarding establishment of the enabling zone for the subject area upon annexation to the City and recommended that the Smith Island Municipal Annexation be zoned A-1 RFFD (Agriculture Rural Flood Fringe District) (Exhibit "A"); and

WHEREAS, on July 29, 2015 City Council passed Resolution 6882 stating the Council's intent to annex to Everett unincorporated Snohomish County Territory on Smith Island and City Council did conduct a public hearing on September 9, 2015, for the proposed annexation, for which proper notice of hearing was provided; and

WHEREAS, THE CITY COUNCIL FINDS:

1. The proposed zoning is consistent with the Everett Comprehensive Plan.

2. The proposed zoning bears a substantial relation to public health, safety or welfare.

3. The proposed zoning promotes the best long-term interests of the Everett community.

4. The area proposed to be zoned A-1 RFFD will be developed for environmental mitigation/restoration consistent with and supporting the uses on adjacent properties and the proposed zoning will not adversely impact adjacent uses.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1: Zoning. That the Zoning Map of that portion of the City of Everett shown on the map in Exhibit A and legally described below is hereby established as A-1 RFFD (Agriculture Rural Flood Fringe District), amending Exhibit A to Ordinance No. 1671-89(as amended):

SMITH ISLAND MUNICIPAL ANNEXATION AREA: LEGAL DESCRIPTION

IT IS THE INTENT OF THIS LEGAL DESCRIPTION TO FOLLOW THE EXISTING CORPORATE CITY LIMITS OF EVERETT. REFERENCES HEREIN ARE MEANT TO CONVEY THAT ALTHOUGH PRESENT RIGHTS OF WAY BOUNDARIES MAY BE DIFFERENT, THE RIGHTS OF WAY BOUNDARIES AT THE TIME OF THE ORIGINAL INCORPORATION AND SUBSEQUENTLY ADOPTED ORDINANCES ARE INTENDED TO BE FOLLOWED SO THAT NO GAP OR OVERLAP EXISTS BETWEEN THIS ANNEXATION AND THE EXISTING CITY LIMITS OF EVERETT.

All that portion of the West Half of the NW Quarter of Section 15, Township 29 North, Range 5 East, W.M. lying west of the MID-CHANNEL of UNION SLOUGH.

Situate in County of Snohomish, State of Washington.

Being an area of approximately 27.35 Acres.

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.

Section5: 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 provisions 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:

_____

Sharon Fuller, CITY CLERK

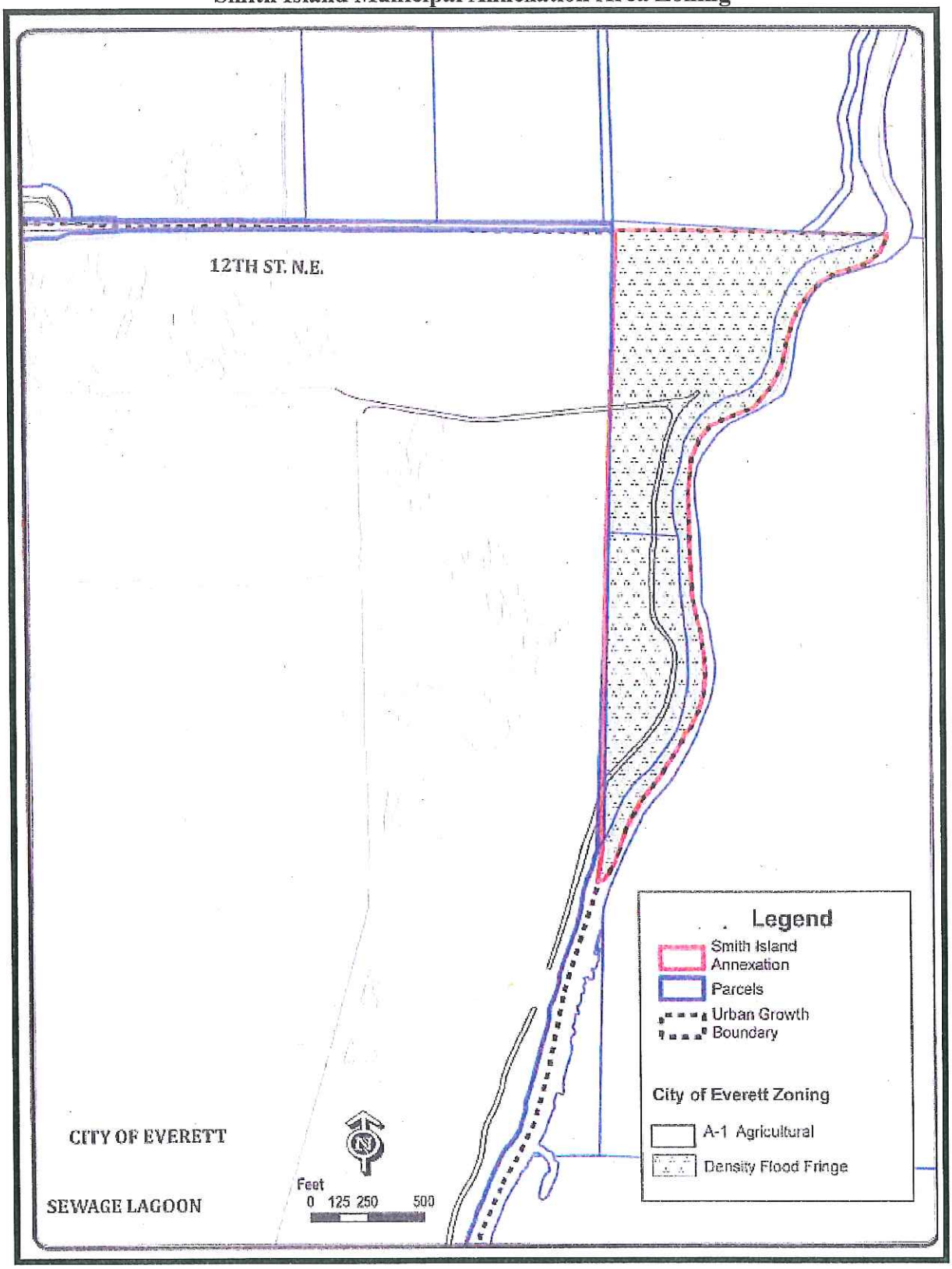
Passed: _____

Valid: _____

Published: _____

Effective Date: _____

Exhibit A
Smith Island Municipal Annexation Area Zoning



EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

AN ORDINANCE Adopting the Snohomish County Shoreline Management Program Resource and Aquatic Designations and Program Policies and Regulations as Interim Designations for the Smith Island Municipal Annexation Area, amending Ordinance No.'s 2600-02, 2021-94 and 1671-89 (as amended)

	Briefing
	Consent
8/10/16	Action
7/27/16	First Reading
8/3/16	Second Reading
8/10/16	Third Reading
8/10/16	Public Hearing

COUNCIL BILL #	CB 1607-33
Originating Dept.	Planning
Contact Person	Allan Giffen
Phone Number	425-257-8725
FOR AGENDA OF	July 27, 2016
Initialed by: Department Head	
CAA	db
Council President	

Location
Smith Island, west of Union Slough, south of 12th Street

Preceding Action
Planning Commission Hearing and Recommendation on 8/4/2015

Attachments
Ordinance

Department(s) Approval
Legal, Planning

Amount Budgeted	N/A	
Expenditure Required	N/A	
Budget Remaining	N/A	
Additional Required	N/A	

DETAILED SUMMARY STATEMENT:

The Planning Commission has recommended adopting Snohomish County Shoreline Management Program Resource and Aquatic designations as interim designations for the Smith Island Municipal Annexation area. The proposal also includes adoption and application of the Snohomish County's Shoreline Management Program Policies and Regulations to this area until such time as the City can update the City's Shoreline Master Program.

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance Adopting the Snohomish County Shoreline Management Program Resource and Aquatic Designations and Program Policies and Regulations as Interim Designations for the Smith Island Municipal Annexation Area, amending Ordinance No.'s 2600-02, 2021-94 and 1671-89 (as amended).

ORDINANCE NO. _____

AN ORDINANCE Adopting the Snohomish County Shoreline Management Program Resource and Aquatic Designations and Program Policies and Regulations as Interim Designations for the Smith Island Municipal Annexation Area, amending Ordinance No.'s 2600-02, 2021-94 and 1671-89 (as amended)

WHEREAS, the City of Everett is provided authority to annex contiguous unincorporated territory pursuant to RCW 35.13.180; and

WHEREAS, Snohomish County Council reviewed the City's request for expansion of the Urban Growth Area (UGA) for properties on Smith Island and passed Ordinance 14-131 on June 10, 2015 amending the City's UGA to include the subject property; and

WHEREAS, WAC 173-26-160 requires local governments to amend their shoreline master programs to address newly annexed areas within one year of annexation, but until the master program is amended any decision on an application for a shoreline permit in the annexed shoreline area shall be based upon compliance with the master program in effect for the area prior to annexation; and

WHEREAS, on July 29, 2015 the City's Responsible Official issued a Notice of Adoption of Snohomish County's Final Environmental Impact Statement for Snohomish County's Shoreline Management Program update to meet the City's State Environmental Policy Act requirements for the proposal; and

WHEREAS, on August 4, 2015, the Planning Commission held a public hearing regarding establishing shoreline designations for the subject area upon annexation to the City and recommended that City Council adopt Resource and Aquatic designations as interim designations for the Smith Island Municipal Annexation Area; and

WHEREAS, the goals and policies of Shoreline Management / Master Programs are also part of the Comprehensive Plan and the regulations in Shoreline Management / Master programs are also part of the City's zoning regulations; and

WHEREAS, on July 29, 2015 City Council passed Resolution 6882 stating the Council's intent to annex to Everett unincorporated Snohomish County Territory on Smith Island and City

Council did conduct a public hearing on September 9, 2015, for the proposed annexation, for which proper notice of hearing was provided; and

WHEREAS, THE CITY COUNCIL FINDS:

1. The purpose for the proposed interim amendments to the Shoreline Master Program, Comprehensive Plan and Zoning are to address a newly annexed area of City-owned land on Smith Island adjacent to larger restoration / mitigation areas, providing for the subject area's management needs and allowing the provision of public safety services to the property.

2. The proposed interim designations, goals, policies and regulations are the same as that in Snohomish County's existing Shoreline Management Program and will be used for permitting purposes until such time as the City updates the Shoreline Master Program.

3. The proposed interim designations, goals, policies, and regulations are generally consistent with the City's Comprehensive Plan.

4. The amendments will not create pressure to change the designations of other properties in the vicinity.

5. The proposal bears a substantial relation to public health, safety or welfare.

6. The proposal promotes the best long-term interests of the Everett community.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1: Shoreline Master Program. The Snohomish County Shoreline Management Program is hereby adopted to apply to the Smith Island Municipal Annexation area, amending Ordinances 2600-02 (Shoreline Master Program), as amended, Ordinance 2021-94 (Comprehensive Plan), as amended, and Ordinance 1671-89 (Title 19 EMC), as amended until such time as the City updates the Shoreline Master Program.

Section 2: Shoreline Master Program Designations. The Shoreline Master Program designation for that portion of the West Half of the NW Quarter of Section 15, Township 29 North, Range 5 East, W.M. lying west of the ordinary high water mark of Union Slough and shown on Exhibit "A" attached hereto and incorporated herein by reference is Resource Environment, and the Shoreline Master Program designation for that portion of the West Half of the NW Quarter of Section 15, Township 29 North, Range 5 East, W.M. lying east of the ordinary high water mark of Union Slough to the mid-channel of Union Slough and shown on Exhibit "A" attached hereto and incorporated herein by reference is Aquatic Environment, until such time as the City updates the Shoreline Master Program.

Section 3: 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 4: 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 5: 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 6: 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 provisions 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:

_____
Sharon Fuller, CITY CLERK

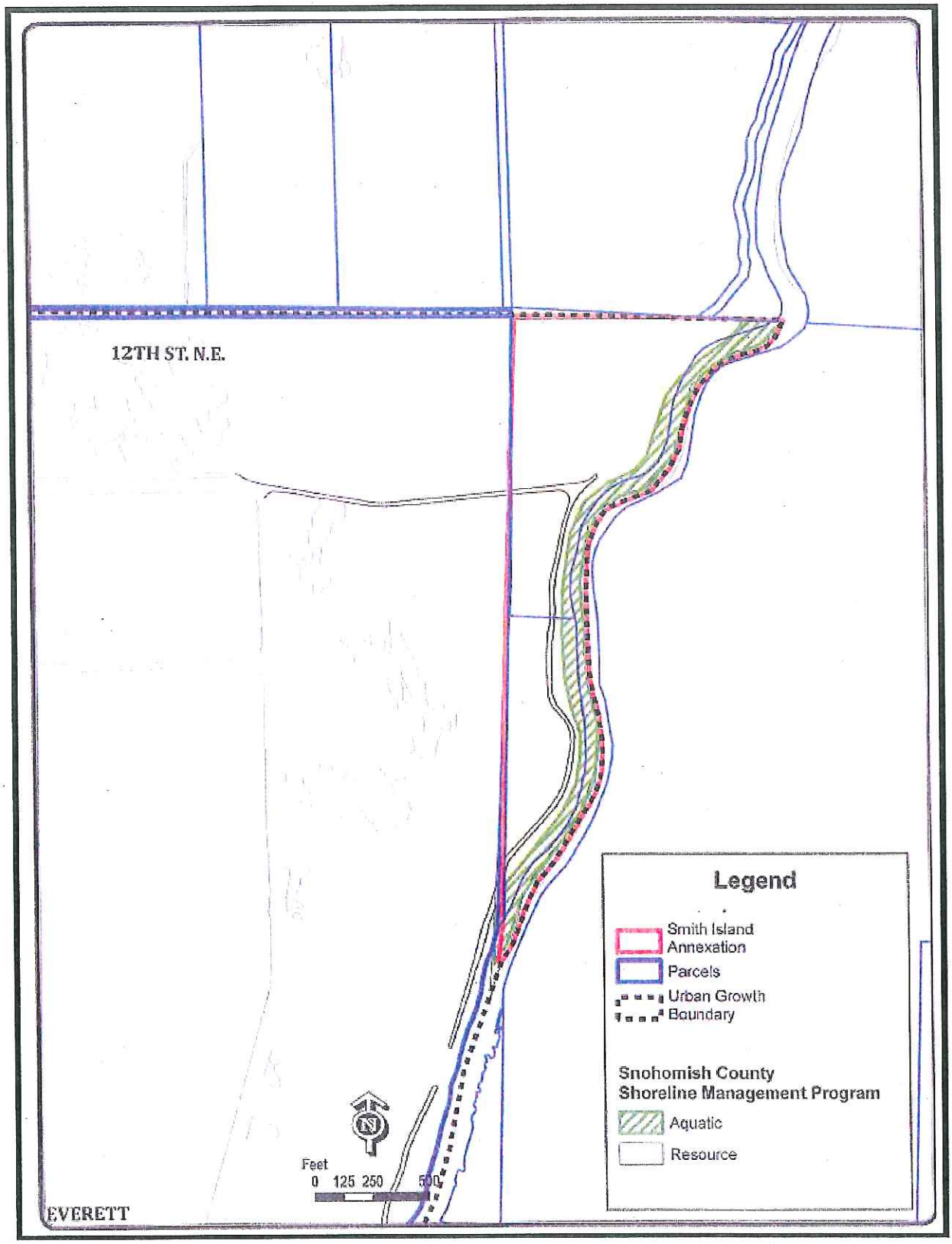
Passed: _____

Valid: _____

Published: _____

Effective Date: _____

Exhibit A
Smith Island Municipal Annexation Area Shoreline Master Program Designations



EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
An Ordinance Relating to Noise, Amending Ordinance 534-78 as Amended (Chapter 20.08 EMC) and Repealing Sections Under Section 16

07/27/16	Briefing	COUNCIL BILL #	CB1607-34
	Proposed Action	Originating Department	Human Resources
	Consent	Contact Person	Megan Munro
08/10/16	Action	Phone Number	425-257-8775
07/27/16	First Reading	FOR AGENDA OF	July 27, 2016
08/03/16	Second Reading		August 3, 2016
08/10/16	Third Reading		August 10, 2016
	Public Hearing		

Initialed by:
Department Head
CAA
Council President

Location

Preceding Action

Attachments
Ordinance

Department(s) Approval
Legal, Police, Public Works, Code Enforcement, Planning, Human Resources

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

DETAILED SUMMARY STATEMENT:

The purpose of this proposed ordinance is to amend chapter 20.08 EMC (Everett Municipal Code chapter relating to noise) with a comprehensive update to repeal outdated regulations and meet changes in state law, in the American National Standards Institute specifications, and in the Noise Control Districts in the City. It also clarifies noise control enforcement and variance procedures, including the authority of the noise control administrator, code enforcement, and police officers.

The current draft of this proposed ordinance has been approved by the Department of Ecology to ensure that it meets state law requirements. All changes to the proposed ordinance will need to be reviewed and approved by the Department of Ecology prior to enactment (approximately 60 days).

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance Relating to Noise, Amending Ordinance 534-78 as Amended (Chapter 20.08 EMC) and Repealing Sections Under Section 16.

ORDINANCE No._____

AN ORDINANCE Relating to Noise, Amending Ordinance 534-78 as Amended (Chapter 20.08 EMC) and Repealing Sections Under Section 16.

Whereas, the City of Everett enacted a Noise Control Ordinance, Ordinance No. 534-78, on July 19, 1978 which established comprehensive noise control regulations in order to promote the use, value and enjoyment of property and environment by the citizens of Everett and the health, safety and welfare of the general public; and

Whereas, the City Council finds that a comprehensive update to the Noise Control Ordinance including repealing of outdated regulations is appropriate to reflect the present needs of the community, changes in the American National Standards Institute specifications, changes in state law, and updates to the Noise Control Districts; and

Whereas, updates to noise variance requirements and procedures will clarify the variance process and better serve variance applicants and the City; and

Whereas, updates clarifying the role of the noise control administrator, code enforcement, and the authority of police officers regarding noise control enforcement will benefit the general public by promoting such enforcement; and

Whereas, these proposed amendments promote the health, safety and welfare of the general public; and

Whereas, therefore, City Council finds it appropriate to update the Noise Control Ordinance as provided herein;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 1 of Ordinance No. 534-78 (EMC 20.08.010), which reads as follows:

Declaration of policy and Finding of Special Conditions.

a. DECLARATION OF POLICY. It is hereby declared to be the policy of the City of Everett to minimize the exposure of citizens to the harmful physiological and psychological effects of excessive noise. It is the express intent of the City Council to control the level of noise in a manner which promotes commerce; the use, value, and enjoyment of property; sleep and repose; and the quality of the environment.

b. FINDINGS OF SPECIAL CONDITONS. The problem of noise in the City has been studied since 1972 by the Safety Director of Everett. On the basis of these studies the City Council hereby finds that special conditions exist within the City of Everett which make necessary any and all differences between this ordinance and the regulations adopted by the Department of Ecology.

Be and the same is hereby amended to read as follows:

Declaration of policy—Findings of special conditions.

A. DECLARATION OF POLICY. It is hereby declared to be the policy of the cCity ~~of Everett~~ to minimize the exposure of citizens to the harmful physiological and psychological effects of excessive noise. It is the express intent of the cCity cCouncil to control the level of noise and to promote and preserve the public health, safety, and welfare while affording protection to free speech activity as required by applicable constitutional law. It is the express intent of the cCity cCouncil to control the level of noise in a manner which promotes commerce; the use, value, and enjoyment of property; sleep and repose; ~~and~~ the quality of the environment; and which enables all residents of the city to peacefully coexist in a manner which is mutually respectful of the interests and rights of others.

B. FINDINGS OF SPECIAL CONDITONS. The problem of noise in the City has been studied since 1972 by the ~~Safety Director of Everett~~ city. On the basis of ~~these studies~~this experience and knowledge of conditions within the city, the cCity cCouncil finds that special conditions exist within the cCity ~~of Everett~~ which makes necessary any and all differences between this ordinance and the regulations adopted by the Department of Ecology.

Section 2. Section 2 of Ordinance No. 534-78, as amended by Section 2 of Ordinance No. 690-80, as amended by Section 1 of Ordinance No. 1556-89 (EMC 20.08.020), which reads as follows:

Definitions.

All technical terminology used in this chapter not defined herein shall be interpreted in conformance with American National Standards Institute Specifications, Section 1.1-1960 and Section 1.4-1971. For purposes of this chapter, the words and phrases used herein shall have the meaning indicated below:

A. "Administrator" means the noise control administrator as established in Section 20.08.130.

B. "dB(A)" means a sound level, measured in decibels, using the A frequency-weighting network of a sound level meter.

C. "District" means the land use zones to which the provisions of this chapter are applied. For the purposes of this chapter the following noise control districts shall be established which include land use zones designated in the Everett zoning code as follows:

Noise Control District	Land Use Zones
1. District I	All residentially zoned districts including but not limited to R.S., R-1, R-2, R-3(A), R-4 and R-5.
2. District II	All business and commercially zoned districts including but not limited to B-1, B-2(A), B-2, B-2(B), B-3, C-1 and C-2.
3. District III	All agricultural and manufacturing zoned districts including but not limited to A, M-M and M-1, and all other nonresidential, nonbusiness and noncommercially zoned districts.

D. "Emergency work" means work made necessary to restore property to a safe condition following a public calamity, work required to protect persons or property from imminent exposure to danger, or work by private or public utilities for providing or restoring immediately necessary utility service.

E. "Gross combination weight rating (GCWR)" means the value specified by the manufacturer as the recommended maximum loaded weight of a combination vehicle.

F. "Gross vehicle weight rating" means the value specified by the manufacturer as the recommended maximum loaded weight of a single vehicle.

G. "Motorcycle" means any motor vehicle having a saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, except farm tractors and such vehicles powered by engines of less than five horsepower.

H. "Motor vehicle" means any vehicle which is self-propelled, used primarily for transporting persons or property upon public highways, and required to be licensed under RCW 46.16A.030. (Aircraft, watercraft, and vehicles used on rails or tracks are not motor vehicles as that term is used herein.)

I. "New motor vehicle" means a motor vehicle manufactured after December 31, 1976, the equitable or legal title of which has never been transferred to a person who, in good faith, purchases the new motor vehicle for purposes other than resale.

J. "Noise" means the intensity, duration and character of sounds from any and all sources.

K. "Off-highway vehicle" means any self-propelled motor driven vehicle not used primarily for transporting persons or property upon public highways nor required to be licensed under RCW 46.16A.030.

L. "Person" means any individual, firm, association, partnership, corporation or any other entity, public or private.

M. "Property boundary" means the survey line at ground surface which separates the real property owned, rented or leased by one or more other persons and its vertical extension.

N. "Public nuisance noise" means any sound which unreasonably either annoys, injures, interferes with or endangers the comfort, repose, health or safety of three or more persons residing within separate residences in the same community or neighborhood, although the extent of damage may be unequal.

O. "Receiving property" means real property within which sound originating from sources outside the property is received.

P. "Sound level" means a weighted sound pressure level obtained by the use of a sound level meter and weighted as specified in American National Standards Institute Specifications, Section 1.4-1971.

Q. "Sound level meter" means a sound-level measuring device, either Type I or Type II, as defined by American National Standards Institute Specifications, Section 1.4-1971.

R. "Watercraft" means any contrivance, excluding aircraft, used or capable of being used as a means of transportation or recreation on water.

S. "Weekend" means Saturday and Sunday or any legal holiday.

Be and the same is hereby amended to read as follows:

Definitions.

All technical terminology used in this ordinance ~~chapter~~ not defined herein shall be interpreted in conformance with American National Standards Institute Specifications~~, Section 1.1-1960 and~~ Section 1.4-~~1971~~2014 as it currently exists or is later amended. For purposes of this ~~chapter~~ordinance, the words and phrases used herein shall have the meaning indicated below:

A. "Administrator" means the noise control administrator as established in Section 20.08.130, or designee.

B. "dB(A)" means a sound level, measured in decibels, using the A frequency-weighting network of a sound level meter.

C. "District" means the land use zones to which the provisions of this ~~chapter~~ ordinance are applied. For the purposes of this ~~chapter~~ ordinance the following noise control districts shall be established which include land use zones designated in the Everett zoning code as follows:

Noise Control District	Land Use Zones
1. District I	All residentially zoned districts including but not limited to R.S., R-1, R-1A, R-2, R-2A, R-3~~(A)~~, R-3L, R-4 and R-5.
2. District II	All business and commercially zoned districts including but not limited to B-1~~, B-2(A)~~, B-2~~, B-2(B)~~, B-3, BMU, E1, E-1MUO, C-1, C-1R, ~~and~~ C-2 and C-2ES.
3. District III	All agricultural and manufacturing zoned districts including but not limited to A, M-M~~, and~~ M-1, M-S, W-C and all other nonresidential, nonbusiness and noncommercially zoned districts.

For any land use zone not listed in subsection C of this section, the Administrator may determine that the zone is substantially similar to a zone listed in subsection C and may classify it similarly for purposes of this ordinance.

D. "Emergency work" means work made necessary to restore property to a safe condition following a public calamity, work required to protect persons or property from imminent exposure to danger, or work by private or public utilities for providing or restoring immediately necessary utility service.

~~E. "Gross combination weight rating (GCWR)" means the value specified by the manufacturer as the recommended maximum loaded weight of a combination vehicle.~~

~~F.~~E. "Gross vehicle weight rating" means the value specified by the manufacturer as the recommended maximum loaded weight of a single vehicle.

~~G.~~F. "Motorcycle" means any motor vehicle having a saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, except farm tractors and such vehicles powered by engines of less than five horsepower.

~~H.~~G. "Motor vehicle" means any vehicle which is self-propelled, used primarily for transporting persons or property upon public highways, and required to be licensed under RCW 46.16A.030. (Aircraft, watercraft, and vehicles used on rails or tracks are not motor vehicles as that term is used herein.)

~~I.~~H. "New motor vehicle" means a motor vehicle manufactured after December 31, 1976, the equitable or legal title of which has never been transferred to a person who, in good faith, purchases the new motor vehicle for purposes other than resale.

~~J.~~I. "Noise" means the intensity, duration and character of sounds from any and all sources.

~~K.~~J. "Off-highway vehicle" means any self-propelled motor driven vehicle not used primarily for transporting persons or property upon public highways nor required to be licensed under RCW 46.16A.030.

~~L.~~K. "Person" means any individual, firm, association, partnership, corporation or any other entity, public or private.

L. "Property boundary" means the survey line at ground surface which separates the real property owned, rented or leased by one or more other persons and its vertical extension.

Forma
numbe

M. "Public Highway" means the entire width between the boundary lines of every way publicly maintained by the department of highways or any county or city when any part thereof is generally open to the use of the public for purposes of vehicular travel as a matter of right.

N. "Public nuisance noise" means any sound which ~~unreasonably either~~ annoys, injures, interferes with or endangers the comfort, repose, health or safety of ~~three or more persons residing within separate residences in the same community or neighborhood,~~an entire community or neighborhood although the extent of the damage may be unequal.

O. "Receiving property" means real property within which sound originating from sources outside the property boundary is received.

P. "Sound level" means a weighted sound pressure level obtained by the use of a sound level meter and weighted as specified in American National Standards Institute Specifications, Section 1.4-~~1971~~2014.

~~P.~~Q. "Sound Level Measurement Procedures" means standardized procedures for the measurement of sound levels of sources regulated by this ordinance and performed in accordance with the Washington State Department of Ecology rules WAC 173-58.

R. "Sound level meter" means a sound-level measuring device, either Type I or Type II, as defined by American National Standards Institute Specifications, Section 1.4-~~1971~~2014.

S. "Temporary Construction Site" means any location where site clearing, construction of plat improvements, or construction or remodeling of a structure, facility, improvement or other feature attached to the land occurs. This includes roadway, bikeway, trail, sidewalk or other similar construction, repair or improvement.

~~Q.~~T. "WAC" means the Washington Administrative Code as currently enacted or hereafter amended.

~~R.~~U. "Watercraft" means any contrivance, excluding aircraft, used or capable of being used as a means of transportation or recreation on water.

~~S.~~V. "Weekend" means Saturday and Sunday or any legal holiday observed by the State of Washington.

Section 3. Section 3(a) of Ordinance No. 534-78 (EMC 20.08.030), which reads as follows:

Environmental Sound Levels. UNLAWFUL SOUNDS. It is unlawful for any person to cause or permit noise to intrude into the property of another person which noise exceeds the maximum permissible noise levels set forth below.

Be and the same is hereby amended to read as follows:

~~Environmental Sound Levels. UNLAWFUL SOUNDS.~~Environmental sound—Unlawful sounds designated.

It is unlawful for any person to cause or permit noise to intrude into the real property of another person which noise exceeds the maximum permissible ~~noise~~ sound pressure levels set forth ~~below~~in this ordinance.

Section 4. Section 3(b) of Ordinance No. 534-78 (EMC 20.08.040), which reads as follows:

Environmental Sound Levels. MAXIMUM PERMISSIBLE NOISE LEVELS. For sound sources located within the City of Everett the maximum permissible noise levels are as follows:

District Sound Source	District of Receiving Property Within the City of Everett		
	I	II	III
I	55 dB(A)	57 dB(A)	60 dB(A)
II	57 dB(A)	60 dB(A)	65 dB(A)
III	60 dB(A)	65 dB(A)	70 dB(A)

Be and the same is hereby amended to read as follows:

~~Environmental Sound Levels. MAXIMUM PERMISSIBLE NOISE LEVELS.~~ Environmental sound—Maximum permissible levels.

For sound sources located within the City of Everett the maximum permissible noise levels are as follows:

District Sound Source	District of Receiving Property Within the City of Everett		
	I	II	III
I	55 dB(A)	57 dB(A)	60 dB(A)
II	57 dB(A)	60 dB(A)	65 dB(A)
III	60 dB(A)	65 dB(A)	70 dB(A)

Where a receiving property lies within more than one district, the most restrictive maximum permissible noise level shall apply to the receiving property.

Section 5. Section 3(c) of Ordinance No. 534-78 (EMC 20.08.050), which reads as follows:

Environmental Sound Levels. MODIFICATIONS TO MAXIMUM PERMISSIBLE NOISE LEVELS. The maximum permissible noise levels established by this section shall be modified, reduced or increased as follows:

1. Between the hours of 10:00 p.m. and 7:00 a.m. during weekdays, and between the hours of 10:00 p.m. and 9:00 a.m. on weekends, the levels established in Section 3(b) of this ordinance are reduced by 10 dB(A) where the receiving property lies within District I of the City of Everett.

2. At any hour of the day or night, for any source of sound which is of short duration, the levels established by this chapter are increased by: 5 dB(A) for a total of 15 minutes in any one-hour period; or 10 dB(A) for a total of 5 minutes in any one-hour period; or 15 dB(A) for a total of 1.5 minutes in any one-hour period.

3. This subsection shall be subject to amendment by the addition of a provision which establishes a correction factor for sources of sound which cannot accurately be measured on the "A" weighted scale. Said provision shall be added upon recommendation of the Administrator and approval of the City Council and State Department of Ecology at such time when the Administrator deems necessary and funding for equipment, personnel and other items necessary for the implementation of the provision are available.

Be and the same is hereby amended to read as follows:

~~Environmental Sound Levels. MODIFICATIONS TO MAXIMUM PERMISSIBLE NOISE LEVELS.~~ Environmental sound—Modifications to maximum permissible noise levels.

The maximum permissible ~~noise~~ sound levels established by this ~~section~~ ordinance shall be modified, reduced or increased as follows:

A. Between the hours of ~~10:00~~ten p.m. and ~~7:00~~seven a.m. during weekdays, and between the hours of ~~10:00~~ten p.m. and ~~9:00~~nine a.m. on weekends, the levels established in Section 3(b) of this ordinance are reduced by ~~10~~ ten dB(A) where the receiving property lies within District I of the City of Everett.

B. At any hour of the day or night, for any source of sound which is of short duration, the levels established by this ~~chapter~~ ordinance are increased by:

1. ~~5~~ Five dB(A) for a total of ~~15~~ fifteen minutes in any one-hour period;

or

2. ~~10~~ Ten dB(A) for a total of ~~5~~ five minutes in any one-hour period; or

~~B.~~ 3. ~~15~~ Fifteen dB(A) for a total of 1.5 minutes in any one-hour period.

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~~C. This subsection shall be subject to amendment by the addition of a provision which establishes a correction factor for sources of sound which cannot accurately be measured on the "A" weighted scale. Said provision shall be added upon recommendation of the Administrator and approval of the City Council and State Department of Ecology at such time when the Administrator deems necessary and funding for equipment, personnel and other items necessary for the implementation of the provision are available.~~

Section 6. Section 4(a) of Ordinance No. 534-78 (EMC 20.08.060), which reads as follows:

Motor Vehicle Noise Levels. MAXIMUM PERMISSIBLE MOTOR VEHICLE NOISE LEVELS. It is unlawful for any person to operate any motor vehicle upon any public highway or any combination of such vehicles under any conditions of grade, load, acceleration, or deceleration in such a manner as to exceed the maximum permissible sound levels for the category of vehicle, as measured at a distance of fifty feet from the center of the lane of travel within the speed limits specified, under procedures established by the State Commission on equipment in WAC 204-56.

VEHICLE CATEGORY	35 MPH or Less	Over 35 MPH

VEHICLE CATEGORY	35 MPH or Less	Over 35 MPH
Motor vehicles over 10,000 pounds GVWR or GCWR	86 dB(A)	90 dB(A)
Motorcycles	80 dB(A)	84 dB(A)
All other motor vehicles	76 dB(A)	80 dB(A)

Be and the same is hereby amended to read as follows:

~~Motor Vehicle Noise Levels. MAXIMUM PERMISSIBLE MOTOR VEHICLE NOISE LEVELS.~~ Motor vehicle noise—Maximum permissible levels.

It is unlawful for any person to operate any motor vehicle upon any public highway or any combination of such vehicles under any conditions of grade, load, acceleration, or deceleration in such a manner as to exceed the maximum permissible sound levels for the category of vehicle, as measured at a distance of fifty feet from the center of the lane of travel within the speed limits specified, under procedures ~~established by the State Commission on equipment in WAC~~ 204-56 set forth in chapter 173-62 WAC "Motor Vehicle Noise Performance Standards" including:~~.~~

~~VEHICLE CATEGORY~~Vehicle Category Type	~~35~~ 45 MPH or Less	Over ~~35~~ 45 MPH
Motor vehicles over 10,000 pounds GVWR ~~or GCWR~~	86 dB(A)	90 dB(A)
Motorcycles	~~80~~ 78 dB(A)	~~84~~ 82 dB(A)
All other motor vehicles	~~76~~ 72 dB(A)	~~80~~ 78 dB(A)

Section 7. Section 4(b) of Ordinance No. 534-78 (EMC 20.08.070), which reads as follows:

Motor Vehicle Noise Levels. MAXIMUM NOISE LEVELS FOR NEW MOTOR VEHICLES. It is unlawful for any person to sell or offer for sale a new motor vehicle, except an off-highway vehicle, which produces a maximum noise exceeding the following noise levels at a distance of fifty feet under acceleration test procedures established by the State Commission on equipment in WAC 204-56.

Vehicle Category	
Motorcycles manufactured after 1975	83 dB(A)
Any motor vehicle over 10,000 pounds GVWR or GCWR manufactured after 1975	86 dB(A)
Any motor vehicle over 10,000 pounds GVWR or GCWR manufactured after January 1, 1978	83 dB(A)
Any motor vehicle over 10,000 pounds GVWR or GCWR manufactured after January 1, 1982	80 dB(A)
All other motor vehicles	80 dB(A)

Be and the same is hereby amended to read as follows:

~~Motor Vehicle Noise Levels. MAXIMUM NOISE LEVELS FOR NEW MOTOR VEHICLES.~~ Motor vehicle noise—Maximum levels for new vehicles.

It is unlawful for any person to sell or offer for sale a new motor vehicle, except an off-highway vehicle, which produces a maximum noise exceeding the following noise levels at a distance of fifty feet under acceleration test procedures ~~established by the State Commission on equipment in WAC 204-56~~ set forth in Chapter 173-62 WAC.

~~**Vehicle Category**~~

~~Vehicle Category~~

~~Motorcycles manufactured after 1975~~	~~83 dB(A)~~
~~Any motor vehicle over 10,000 pounds GVWR or GCWR manufactured after 1975~~	~~86 dB(A)~~
~~Any motor vehicle over 10,000 pounds GVWR or GCWR manufactured after January 1, 1978~~	~~83 dB(A)~~
~~Any motor vehicle over 10,000 pounds GVWR or GCWR manufactured after January 1, 1982~~	~~80 dB(A)~~
~~All other motor vehicles~~	~~80 dB(A)~~

Vehicle Category	Date of Manufacture	Maximum Sound
Any motor vehicle over 10,000 pounds GVWR excluding buses	Before January 1, 1978	86 dBA
Any motor vehicle over 10,000 pounds GVWR excluding buses	After January 1, 1978	83 dBA
Any motor vehicle over 10,000 pounds GVWR excluding buses	After January 1, 1982	80 dBA
All buses over 10,000 pounds GVWR	After January 1, 1980	85 dBA
All buses over 10,000 pounds GVWR	After January 1, 1983	83 dBA
All buses over 10,000 pounds GVWR	After January 1, 1986	80 dBA
Any motor vehicle 10,000 pounds GVWR or less	After January 1, 1976	80 dBA
Motorcycles	After January 1. 1976	83 dBA
Motorcycles	After January 1, 1986	80 dBA

Section 8. Section 4(c) of Ordinance No. 534-78 (EMC 20.08.080), which reads as follows:

Motor Vehicle Noise Levels. SPECIFIC PROHIBITIONS.

1. MUFFLERS. Every motor vehicle operated upon the public highways shall at all times be equipped with a muffler in good working order and constant operation.

2. TIRE NOISE. It is unlawful for any person to operate a motor vehicle in such a manner as to cause or allow to be emitted squealing, screeching or other such sound from the tires in contact with the ground because of rapid acceleration or excessive speed around corners or other such reason, provided that noise resulting from emergency braking to avoid imminent danger shall be exempt from this section.

3. ALTERATION OF MOTOR VEHICLES. It is unlawful for any person to change or modify any part of a motor vehicle or install any device thereon in any manner that permits sound to be emitted by the motor vehicle in excess of the limits prescribed in Section 4(a) and (b) of this chapter.

Be and the same is hereby amended to read as follows:

Motor Vehicle Noise Levels~~. SPECIFIC PROHIBITIONS~~—Specific Prohibitions.

A. ~~MUFFLERS~~Mufflers and Exhaust Systems. Every motor vehicle operated upon the public highways shall at all times be equipped with an exhaust system and a muffler in good working order and constant operation to prevent excessive or unusual noise.

B. ~~TIRE NOISE~~Tire Noise. It is unlawful for any person to operate a motor vehicle in such a manner as to cause or allow to be emitted squealing, screeching or other such ~~sound~~ noise from the tires in contact with the ground because of rapid acceleration or excessive speed around corners or other such reason, ~~provided~~ except that noise resulting from emergency braking to avoid imminent danger shall be exempt from this section.

C. ~~ALTERATION OF MOTOR VEHICLES~~Alteration of Motor Vehicles. It is unlawful for any person to change or modify any part of a motor vehicle or install any device thereon in any manner that permits sound to be emitted by the motor vehicle in excess of the limits prescribed in ~~Section 4(a) and (b)~~Sections 20.08.060 and 20.08.070 of this chapter.

D. Violation of this section is a misdemeanor.

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Section 9. Section 5 of Ordinance No. 534-78, as amended by Section 2 of Ordinance No. 690-80, as amended by Section 1 of Ordinance No. 1971-93, as amended by Section 11 of Ordinance 2394-99 (EMC 20.08.090), which reads as follows:

Public nuisance and disturbance noises.

A. Public Nuisance Noises. Pursuant to Section 20.08.200 of this chapter, the administrator may determine that a sound constitutes a public nuisance noise as defined herein. It is unlawful for any person to cause or allow to be emitted a noise which has been determined a public nuisance noise.

B. Public Disturbance Noises. It is unlawful for any person to cause, or for any person in possession of property to allow to originate from the property, sound that is a public disturbance. No sound source specifically exempted from a maximum permissible sound level by this chapter shall be a public nuisance noise or public disturbance noise insofar as the particular source is exempted. The following sources of sound shall be public disturbance noises and are also subject to regulation under the provisions of Sections 20.08.030 through 20.08.050:

1. The frequent, repetitive or continuous sounding of any horn or siren attached to a motor vehicle, except as a warning of danger or as specifically permitted or required by law;

2. The creation of frequent, repetitive or continuous noise in connection with the starting, operation, repair, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle or internal combustion engine within District I so as to unreasonably disturb or interfere with the peace, comfort and repose of owners or possessors of real property;

3. Yelling, shouting, hooting, whistling or singing on or near the public streets, particularly between the hours of eleven p.m. and seven a.m. or at any time and place so as to unreasonably disturb or interfere with the peace, comfort and repose of owners or possessors of real property;

4. The use of a sound amplifier or other device capable of producing or reproducing amplified sound upon public streets for the purpose of commercial advertising or sales or for attracting the attention of the public to any vehicle, structure or property or the contents therein, except as permitted by law, and except that vendors whose sole method of selling is from a moving vehicle shall be exempt from this subsection;

5. The creation of frequent, repetitive or continuous sounds which emanate from any building, structure, apartment or condominium, which unreasonably interferes with the peace, comfort and repose of owners or

possessors of real property, such as sounds from musical instruments, audio sound systems, band sessions or social gatherings;

6. Sound from motor vehicle audio sound systems, such as tape players, radios and compact disc players, operated at a volume so as to be audible greater than fifty feet from the source, and if not operated upon the property of the operator;

7. Sound from audio equipment, such as tape players, radios and compact disc players, operated at a volume so as to be audible greater than fifty feet from the source, and if not operated upon the property of the operator; and

8. The foregoing provisions shall not apply to regularly scheduled events at parks, such as public address systems for baseball games or park concerts.

Be and the same is hereby amended to read as follows:

Public nuisance and disturbance noises.

A. Public Nuisance Noises. Pursuant to Section 20.08.200 of this chapter, the administrator may determine that a sound constitutes a public nuisance noise as defined herein. It is unlawful for any person to cause or allow to be emitted a noise which has been determined a public nuisance noise.

B. Public Disturbance Noises Originating from Real or Personal Property. ~~It is unlawful for any person to cause, or for any person in possession of property to allow to originate from the property, sound that is a public disturbance. No sound source specifically exempted from a maximum permissible sound level by this chapter shall be a public nuisance noise or public disturbance noise insofar as the particular source is exempted. The following sources of sound shall be public disturbance noises and are also subject to regulation under the provisions of Sections 20.08.030 through 20.08.050:~~ Unless specifically exempted, public disturbance noises emanating from real or personal property possessed or controlled by the person causing or permitting the public disturbance noise are prohibited at all times. These include but are not limited to the following sounds if the sound is plainly audible across a real property line or 50 feet from the source, whichever is less.

1. ~~The frequent, repetitive or continuous sounding of any horn or siren attached to a motor vehicle, except as a warning of danger or as specifically permitted or required by law;~~ The frequent, repetitive and/or continuous sounding of any horn, siren or alarm attached to a motor vehicle, except when used as a warning of danger or as specifically permitted or required by law.

2. ~~The creation of frequent, repetitive or continuous noise in connection with the starting, operation, repair, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle or internal combustion engine within District I so as to unreasonably disturb or interfere with the peace, comfort and repose of owners or possessors of real property;~~ The frequent, repetitive and/or continuous sounds in connection with the starting, operation, repair and/or testing of any motor vehicle, motorcycle, off-highway vehicle or internal-combustion engine.

~~3. Yelling, shouting, hooting, whistling or singing on or near the public streets, particularly between the hours of eleven p.m. and seven a.m. or at any time and place so as to unreasonably disturb or interfere with the peace, comfort and repose of owners or possessors of real property;~~

~~4. The use of a sound amplifier or other device capable of producing or reproducing amplified sound upon public streets for the purpose of commercial advertising or sales or for attracting the attention of the public to any vehicle, structure or property or the contents therein, except as permitted by law, and except that vendors whose sole method of selling is from a moving vehicle shall be exempt from this subsection;~~

~~5.~~3. ~~The creation of frequent, repetitive or continuous sounds which emanate from any building, structure, apartment or condominium, which unreasonably interferes with the peace, comfort and repose of owners or possessors of real property, such as sounds from musical instruments, audio sound systems, band sessions or social gatherings;~~ The creation of frequent, repetitive and/or continuous sounds which emanate from real property possessed or controlled by the person causing or permitting the sound, such as sounds from audio equipment, television, video equipment, musical instruments, band sessions and/or social gatherings.

~~6. Sound from motor vehicle audio sound systems, such as tape players, radios and compact disc players, operated at a volume so as to be audible greater than fifty feet from the source, and if not operated upon the property of the operator;~~

~~7. Sound from audio equipment, such as tape players, radios and compact disc players, operated at a volume so as to be audible greater than fifty feet from the source, and if not operated upon the property of the operator; and~~

~~8. The foregoing provisions shall not apply to regularly scheduled events at parks, such as public address systems for baseball games or park concerts.~~

4. Violation of this section is a misdemeanor.

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C. Public Disturbance Noises Originating from Public Property. Unless specifically exempted, public disturbance noises originating from a person or personal property while on public property or a public right-of-way are prohibited at all times. In addition to public disturbance noises defined in subsection B herein, the following are public disturbance noises:

1. A person or performer creating a sound, whether amplified or unamplified, between the hours of ten p.m. and seven a.m. so as to be plainly audible across a real property boundary which is not the source of sound;

2. A person or performer creating a sound, whether amplified or unamplified, between the hours of seven a.m. and ten p.m. so as to be plainly audible 100 feet or more from the source of the sound;

3. The use of a sound amplifier or other device capable of producing or reproducing amplified sound upon public streets for the purpose of commercial advertising or sales or for attracting the attention of the public to any vehicle, structure or property or the contents therein, except that vendors whose sole method of selling is from a moving vehicle shall be exempt from this subsection;

4. Sound from the frequent, repetitive and/or continuous operating or playing of motor vehicle audio equipment, whether portable or stationary or mounted on or within a motor vehicle.

5. Violation of this section is a misdemeanor.

D. It is unlawful to intentionally fail to cease a public disturbance noise when directed to do so by a law enforcement officer. The content of the sound will not be considered in determining any violation of this section. Violation of this section is a misdemeanor.

Section 10. Section 6(a-b) of Ordinance No. 534-78, as amended by Sections 1-3 of Ordinance No. 564-78, as amended by Section 2 of Ordinance No. 1556-89, as amended by Section 2 of Ordinance 1971-93 (EMC 20.08.100), which reads as follows:

Noises exempt—At all times—Partially exempt noises.

A. The following noises are exempt from the provisions of this chapter at all times: provided, that nothing in these exemptions is intended to preclude the administrator from requiring installation of the best available noise abatement technology consistent with economic feasibility. The establishment of any such requirement shall be subject to the provisions of the Administrative Procedure Act, Chapter 34.04 RCW:

1. Noise originating from aircraft in flight, and sounds which originate at airports and are directly related to flight operations;

2. Noise created by safety and protective devices, such as relief valves where noise suppression would defeat the safety release intent of the device;

3. Noise created by fire alarms;

4. Noise created by emergency equipment, including, but not limited to, emergency standby or backup equipment, and emergency work necessary in the interests of law enforcement or of the health, safety or welfare of the community; and including, but not limited lo, any emergency work necessary to replace or repair essential utility services;

5. Noise created by auxiliary equipment on motor vehicles used for highway maintenance;

6. Noise originating from officially sanctioned parades, sporting events and other public events;

7. Noise created by warning devices not operated continuously for more than thirty minutes per incident;

8. Noise created by motor vehicles when regulated by Sections 20.08.060 through 20.08.080;

9. Noise caused by natural phenomena;

10. Noise created by motor vehicles, licensed or unlicensed, when operated off public highways except when such sounds are received in District I of the city;

11. Noise originating from existing natural gas transmission facilities until such time as the state sets regulations governing said facilities.

B. The following sources of noise are exempt or partially exempt from the provisions of this chapter:

1. Noise created by the operation of equipment or facilities of surface carriers engaged in commerce by railroad;

2. Noise created by watercraft and float planes;

3. Noise emanating from temporary construction sites except between the hours of ten p.m. and seven a.m.; provided, however, noise emanating

from temporary construction sites is exempt or partially exempt from the provisions of this chapter except between the hours of ten p.m. and seven a.m. on weekdays and six p.m. and eight a.m. on Saturdays, Sundays and state recognized holidays if the receiving property is located within District I of the city;

4. Noise emanating from marine-oriented construction sites except between the hours of ten p.m. and seven a.m. on weekdays and weekends if the receiving property is located in District I of the city;

5. Noise created by aircraft-engine testing and maintenance not related to flight operations, except between the hours of ten p.m. and seven a.m.;

6. Noise originating from motor vehicle racing events at existing authorized facilities.

C. It is the intention of the city council to consider amendments to this chapter controlling the sources exempted in subsection B of this section after the State Department of Ecology promulgates specific regulations relating to these sources in the future.

Be and the same is hereby amended to read as follows:

Noises exempt—At all times~~—Partially exempt noises~~.

A. ~~The following noises are exempt from the provisions of this chapter at all times: provided, that nothing in these exemptions is intended to preclude the administrator from requiring installation of the best available noise abatement technology consistent with economic feasibility. The establishment of any such requirement shall be subject to the provisions of the Administrative Procedure Act, Chapter 34.04 RCW:~~ The following noises are exempt at all times from the maximum permissible levels established in 20.08.040 and 20.08.050.

1. Noise originating from aircraft in flight, and sounds which originate at airports and are directly related to flight operations;

2. Noise created by the operation of equipment or facilities of surface carriers engaged in commerce by railroad;

3. Noises created on property of federal military facilities;

~~1.~~4. Noise created by watercraft and float planes in operation;

~~2.~~5. Noise created by safety and protective devices, such as relief valves where noise suppression would defeat the safety release intent of the device;

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~~3.~~6. Noise created by fire alarms being used for its intended purpose;

~~4.~~7. Noise created by emergency equipment, including, but not limited to, emergency standby or backup equipment, and emergency work necessary in the interests of law enforcement or of the health, safety or welfare of the community; and including, but not limited lo, any emergency work necessary to replace or repair essential utility services;

~~5.~~8. Noise created by auxiliary equipment on motor vehicles used for highway maintenance;

~~6.~~9. Noise originating from officially sanctioned parades, sporting events and other public events;

~~7. Noise created by warning devices not operated continuously for more than thirty minutes per incident;~~

~~8.~~10. Noise created by motor vehicles when regulated by Sections 20.08.060 through 20.08.080;

~~9.~~11. Noise caused by natural phenomena;

~~10.~~12. ~~Noise created by motor vehicles, licensed or unlicensed, when operated off public highways except when such sounds are received in District I of the city;~~ Noise originating from motor vehicle racing events at existing authorized facilities;

13. ~~Noise originating from existing natural gas transmission facilities until such time as the state sets regulations governing said facilities.~~ Noise created by existing stationary equipment used in the conveyance of water by a utility and noise created by existing electrical substations.

~~11.~~14. Noises in compliance with a lawfully issued conditional use permit or SEPA determination.

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~~B. The following sources of noise are exempt or partially exempt from the provisions of this chapter:~~

~~1. Noise created by the operation of equipment or facilities of surface carriers engaged in commerce by railroad;~~

~~2. Noise created by watercraft and float planes;~~

~~3. Noise emanating from temporary construction sites except between the hours of ten p.m. and seven a.m.; provided, however, noise emanating~~

~~from temporary construction sites is exempt or partially exempt from the provisions of this chapter except between the hours of ten p.m. and seven a.m. on weekdays and six p.m. and eight a.m. on Saturdays, Sundays and state recognized holidays if the receiving property is located within District I of the city;~~

~~4. Noise emanating from marine-oriented construction sites except between the hours of ten p.m. and seven a.m. on weekdays and weekends if the receiving property is located in District I of the city;~~

~~5. Noise created by aircraft engine testing and maintenance not related to flight operations, except between the hours of ten p.m. and seven a.m.;~~

~~6. Noise originating from motor vehicle racing events at existing authorized facilities.~~

~~C. It is the intention of the city council to consider amendments to this chapter controlling the sources exempted in subsection B of this section after the State Department of Ecology promulgates specific regulations relating to these sources in the future.~~

Section 11. Section 6(c) of Ordinance No. 534-78 (EMC 20.08.110), which reads as follows:

NOISES EXEMPT DURING DAYTIME HOURS. The following noises shall be exempt from the provisions of this chapter between the hours of 7:00 a.m. and 10:00 p.m. on weekdays and 9:00 a.m. and 10:00 p.m. on weekends:

1. Noise created by powered equipment used in temporary or periodic maintenance or repair of residential property, including but not limited to grounds and appurtenances, such as lawn mowers, powered hand tools, and composters;

2. Noise created by the discharge of firearms on authorized shooting ranges;

3. Noise created by the installation or repair of essential utility services;

4. Noise created by blasting;

5. Noise created by bells, chimes or carillons not operating for more than five minutes in any one hour;

6. Noise originating from forest harvesting and silvicultural activity.

Be and the same is hereby amended to read as follows:

~~NOISES EXEMPT DURING DAYTIME HOURS~~Noises Exempt During Daytime Hours. The following noises shall be exempt from the provisions of this chapter between the

hours of ~~7:00~~seven a.m. and ~~10:00~~ten p.m. on weekdays and ~~9:00~~nine a.m. and ~~10:00~~ten p.m. on weekends and holidays:

A. Noise created by powered equipment used in temporary or periodic maintenance or repair of residential property~~, including but not limited to grounds and appurtenances, such as lawn mowers, powered hand tools, and composters;~~.

~~A.~~B. Noise created by aircraft-engine testing and maintenance not related to flight operations.

~~B.~~C. Noise created by the discharge of firearms on authorized shooting ranges;

~~C.~~D. Noise created by the installation or repair of essential utility services;

~~D.~~E. Noise created by blasting;

~~E.~~F. Noise created by bells, chimes or carillons not operating for more than five minutes in any one hour;

G. Noise originating from forest harvesting and silvicultural activity.

H. Noise originating from temporary construction sites, excepting that noise from a temporary construction site that is received in a District 1 property is exempt between seven a.m. and ten p.m. on weekdays and between eight a.m. and six p.m. on weekends and holidays.

~~F.~~I. Noise emanating from marine-oriented construction sites except between the hours of ten p.m. and seven a.m. on weekdays and weekends if the receiving property is located in District I of the city.

Section 12. Section 7 of Ordinance No. 534-78 (EMC 20.08.130), which reads as follows:

Administrator.

A. ESTABLISHMENT. The position of Administrator is hereby established. The Administrator is authorized and directed to administer and enforce the provisions of this ordinance.

B. QUALIFICATIONS OF ADMINISTRATOR. The Administrator shall be a person having a working knowledge of acoustics and competent in the field of noise control. The Administrator shall have completed instructional guidance provided by the State Department of Ecology or other recognized institution to operate

Type I and Type II sound level meters, and make all computations and calculations necessary to enforce this ordinance.

C. DUTIES OF ADMINISTRATOR. The duties of the Administrator shall include but are not limited to:

1. Obtaining assistance from other appropriate City departments and officials.

2. Training police officers and staff.

3. Purchasing measuring instruments and training inspectors in their calibration and use.

4. To establish a noise control field procedures manual providing techniques and procedures for measuring or reducing noise and to provide for clarification, interpretation and implementation of this ordinance.

5. Investigating citizens' noise complaints.

6. Issuing orders for the reduction or elimination of noise in accordance with Section 11 of this ordinance.

7. Granting or denying variances according to procedures specified in Section 9.

8. Assisting citizens and City departments in evaluating and reducing the noise impact of their activities.

9. Assisting City planning officials in evaluating the noise component in planning and zoning actions.

10. Develop a generalized sound exposure map of the City; a long term plan for achieving quiet in the City, and with the approval of the City Council, integrating this plan into the planning process of the City;

11. Instituting a public education program on noise;

12. Reviewing at least every three years the provisions of this ordinance and recommending revisions consistent with technology to reduce noise.

Be and the same is hereby amended to read as follows:

Administrator established—Qualifications, powers and duties.

A. ~~ESTABLISHMENT.~~ Establishment. The position of aAdministrator is hereby established. The aAdministrator or her designee is authorized ~~and directed~~ to administer and enforce the provisions of this ordinance.

B. ~~QUALIFICATIONS OF ADMINISTRATOR.~~ Qualifications of Administrator. ~~The Administrator shall be a person having a working knowledge of acoustics and competent in the field of noise control.~~ The aAdministrator shall ~~have completed instructional guidance~~ be qualified to perform and interpret sound level measurements consistent with guidance provided by the State Department of Ecology or other recognized institution to operate Type I and Type II sound level meters, and make all computations and calculations necessary to enforce this ordinance.

C. ~~DUTIES OF ADMINISTRATOR.~~ Authority of Administrator. The ~~duties~~ authority of the aAdministrator shall include but ~~are~~ is not limited to:

1. Promulgate rules and regulations consistent with the terms of this ordinance and reasonably necessary to implement the provisions of this ordinance;

~~1.~~2. Obtaining assistance from other appropriate c~~C~~ity departments and officials to effectively administer this noise ordinance;~~.~~

~~2.~~3. Training police officers and staff in noise ordinance enforcement;~~.~~

~~3.~~4. Purchasing and maintaining sound measuring ~~instruments~~ equipment and training ~~inspectors~~ city staff in their calibration and use;~~.~~

~~4. To establish a noise control field procedures manual providing techniques and procedures for measuring or reducing noise and to provide for clarification, interpretation and implementation of this ordinance.~~

5. Investigating citizens' noise complaints;~~.~~

~~6. Issuing orders for the reduction or elimination of noise in accordance with Section 11 of this ordinance.~~

~~7.~~6. Granting or denying variances according to procedures ~~specified in Section 9.~~ set forth in this ordinance;

~~8.~~7. Assisting ~~citizens and C~~city departments in evaluating and reducing the noise impact of their activities;~~.~~

~~9. Assisting City planning officials in evaluating the noise component in planning and zoning actions.~~

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~~10.~~8. ~~Develop a generalized sound exposure map of the City; a long term plan for achieving quiet in the City, and with the approval of the City Council, integrating this plan into the planning process of the City~~;

~~11. Instituting a public education program on noise;~~ Providing public education and information regarding noise, this noise ordinance and City of Everett noise control districts;

~~12. Reviewing at least every three years the provisions of this ordinance and recommending revisions consistent with technology to reduce noise.~~

Section 13. Section 8 of Ordinance No. 534-78 (EMC 20.08.140), which reads as follows:

Measurement of Sound.

a. If the measurements of sound are made with a sound level meter, it shall be an instrument in good operating condition meeting the requirements for a Type I or Type II instrument, as delineated in American National Standards Institute Specifications (ANSI) Section 1.4-1971. If the measurements are made with other instruments, or assemblages of instruments, the procedure must be carried out in such a manner that the overall accuracy shall be at least that called for in Section 1.4-1971 ANSI for Type II instruments.

b. When the location, distance, or technique for measurement of sound is impractical or would yield misleading or inaccurate results, measurements shall be taken at other locations or distances utilizing appropriate correction factors, as specified in the rules promulgated by the Administrator.

c. Where a receiving property is partly within one district and partly within another, the maximum permissible noise level at a point within the property boundary shall be that permitted into a receiving property wholly within the district in which the sound is measured.

Be and the same is hereby amended to read as follows:

Measurement of s~~S~~ound.

A. If the measurements of sound are made with a sound level meter, it shall be an instrument in good operating condition meeting the requirements for a Type I or Type II instrument, as delineated in American National Standards Institute Specifications (ANSI) Section 1.4-~~1971~~2014. ~~If the measurements are made with other instruments, or assemblages of instruments, the procedure must be carried out in such a manner that the overall accuracy shall be at least that called for in Section 1.4-1971 ANSI for Type II instruments.~~

B. ~~When the location, distance, or technique for measurement of sound is impractical or would yield misleading or inaccurate results, measurements shall be taken at other locations or distances utilizing appropriate correction factors, as specified in the rules promulgated by the Administrator.~~ Sound measurements shall be taken using the guidance of WAC 173-58 "Sound level measurement procedures" and using any additional methods recognized as best practice by the noise industry.

C. ~~Where a receiving property is partly within one district and partly within another, the maximum permissible noise level at a point within the property boundary shall be that permitted into a receiving property wholly within the district in which the sound is measured.~~ Any sound measurements performed by a third party may be considered by the noise administrator, provided they are in accordance with this section and performed by an individual trained to operate Type I and Type II sound level meters.

Section 14. Section 9 of Ordinance No. 534-78 (EMC 20.08.150), which reads as follows:

Variances.

a. VARIANCE PROCEDURE.
   1. Any person who owns or is in possession of any property or use, or any process or equipment, may make a request for a variance to the administrator as established in Section 7 for relief from any provision of this ordinance governing the quality, nature, duration or extent of discharge of noise. The application shall be accompanied by such information and data as the Administrator may require.

   2. The City Council shall promulgate, and the Administrator shall enforce the rules and regulations governing the application for and granting of such variances, including hearings and notice.

b. A variance or its renewal shall not be the right of the applicant or holder thereof, but shall be at the reasonable discretion of the Administrator.

c. No variance shall be granted pursuant to this section until the Administrator has considered the relative interests of the applicant, other owners or possessors of property likely to be affected by the noise, and the general public.

d. An implementation schedule for achieving compliance with this ordinance shall be incorporated into any variance granted.

e. Variances granted pursuant to this ordinance may be renewed on terms and conditions and for periods which would be appropriate on the initial granting of a

variance. No renewal shall be granted except on application made at least sixty days prior to the expiration of the variance.

f. Any person aggrieved by the denial, grant or terms and conditions on the grant of an application or renewal of a variance by the Administrator may appeal such decision under procedures set forth in Sections 10 of this ordinance.

Be and the same is hereby amended to read as follows:

Variances.

~~a. VARIANCE PROCEDURE.~~

~~1. Any person who owns or is in possession of any property or use, or any process or equipment, may make a request for a variance to the administrator as established in Section 7 for relief from any provision of this ordinance governing the quality, nature, duration or extent of discharge of noise. The application shall be accompanied by such information and data as the Administrator may require.~~

~~2. The City Council shall promulgate, and the Administrator shall enforce the rules and regulations governing the application for and granting of such variances, including hearings and notice.~~

~~b. A variance or its renewal shall not be the right of the applicant or holder thereof, but shall be at the reasonable discretion of the Administrator.~~

~~c. No variance shall be granted pursuant to this section until the Administrator has considered the relative interests of the applicant, other owners or possessors of property likely to be affected by the noise, and the general public.~~

~~d. An implementation schedule for achieving compliance with this ordinance shall be incorporated into any variance granted.~~

~~e. Variances granted pursuant to this ordinance may be renewed on terms and conditions and for periods which would be appropriate on the initial granting of a variance. No renewal shall be granted except on application made at least sixty days prior to the expiration of the variance.~~

~~f. Any person aggrieved by the denial, grant or terms and conditions on the grant of an application or renewal of a variance by the Administrator may appeal such decision under procedures set forth in Sections 10 of this ordinance.~~

A. A person may request a variance from compliance with this ordinance by making an application with the administrator at least thirty (30) days before the time period for the variance is to take effect. The application shall be in writing and shall be accompanied by a fee in the amount of One Hundred

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0.75"

Dollars ($100). The variance may not be used for private activities (weddings, parties, etc.). The applicant shall explain the:

1. Nature of the noise.
2. Source of the noise.
3. Duration for which the noise will be created.
4. Time period for which the variance will be necessary.
5. Reason why the noise violation cannot be avoided, and
6. Mitigating conditions the applicant will implement to minimize the noise level violations.
7. The applicant shall list all property owners who adjoin the subject property per County Assessor records, except that (1) the administrator may waive this property owner list requirement if the administrator determines that the granting of the variance would have no significant effect on adjoining property owners, and (2) the administrator may increase the required property owner list to include all property owners within five hundred feet (500') of the subject property per County Assessor records if the administrator determines that the granting of the variance would have a significant impact on such property owners.

B. The administrator, after informing the affected City departments, and after considering the relative interests of the applicant, of the other owners or possessors of property likely to be affected by the noise, and of the general public, may grant a variance if the administrator determines that the noise level violations:

1. Cannot be avoided,
2. Will exist for a specific period of time,
3. Will not endanger public health, safety or welfare, and
4. Have been mitigated to the greatest extent reasonably possible.

C. Variances granted pursuant to this ordinance shall be in writing and must include the time period the variance will be in effect and the location of the variance.

D. The administrator may deny a variance application if:

1. The administrator determines that the applicant does not meet the criteria listed in subsection B of this section; or
2. The variance was obtained with false or misleading information.

E. The administrator may revoke a variance if:

1. At any time during the variance the administrator determines that the variance holder no longer meets the criteria listed in subsection B of this section;

2. The variance holder causes or permits noise that fails to comply with the variance or other provisions of this ordinance not affected by the variance and the issuance of a violation citation or stop work order has been or would be ineffective to secure compliance; or
3. The variance was obtained with false or misleading information.

F. The variance holder must post the variance in a viewable area at the location of the variance or keep it on their person during the effective period of the variance.

G. If the administrator grants a variance, notice shall be mailed by first class mail to those property owners appearing on the list provided by the applicant per the application requirement herein. The applicant shall be responsible for paying all mailing costs, which shall be in addition to the variance application fee.

H. Any variance granted by the administrator shall be restricted in duration and an implementation schedule for achieving compliance with this ordinance shall be incorporated therein. No variance shall exceed thirty (30) days. Variances may be renewed, but no renewal shall be granted unless application is made at least sixty (60) days prior to expiration of the issued variance and the applicant complies with all other requirements of this section.

I. Any person aggrieved by a variance decision may file an appeal in writing with the land use hearing examiner within ten (10) days of issuance of the administrator's decision. The appeal shall be a proceeding pursuant to Title 15, Review Process IIIA. The appellant must prove by clear and convincing evidence that the administrator abused his or her discretion in a decision made pursuant to this section. Any appeal of a variance decision by the administrator may be affirmed, reversed, or modified by the hearing examiner. The decision of the hearing examiner shall be final. The applicable provisions of Title 15 shall govern procedure and process of any appeal of an administrator's decision, except that public notice requirements established in EMC 15.24.110 do not apply to this appeal process. Further, where a provision of Title 15 conflicts with a provision of this section, this section controls.

Section 15. Section 12 of Ordinance No. 534-78, as amended by Section 3 of Ordinance No. 690-80 (EMC 20.08.220), which reads as follows:

Violation—Penalty.

A. Punishment for Violations and Crimes. Every offense defined by this chapter or conduct made unlawful thereby shall also constitute an offense under the Everett criminal code, and any person convicted of such an offense shall be punished by a fine not to exceed five hundred dollars or by imprisonment in the jail not to exceed six months, or both imprisonment and fine.

B. Evidence in Criminal Proceedings. In any criminal prosecution under Section 4(c) of Ordinance No. 534-78 (codified as Everett Municipal Code Sections 20.08.090) and 20.08.080(A) and 20.08.080(B) or Section 5 of Ordinance No. 534-78 (codified as Everett Municipal Code 20.08.090), evidence of sound level through the use of a sound-level meter reading shall not be necessary to establish the commission of the offense.

C. Penalty for Failure to Comply with Final Orders. In addition to any other sanction or remedial injunctive procedure which may be available at law or equity, any person failing to comply with a final order issued by the administrator or board of adjustment (hearing officer if appropriate), shall be subject to a cumulative civil penalty in an amount not to exceed one hundred dollars per day from the date set for compliance until such order is complied with. The civil penalty shall be collected by such action brought in the name of the city.

Be and the same is hereby amended to read as follows:

Enforcement--Violation—Penalty.

~~A. Punishment for Violations and Crimes. Every offense defined by this chapter or conduct made unlawful thereby shall also constitute an offense under the Everett criminal code, and any person convicted of such an offense shall be punished by a fine not to exceed five hundred dollars or by imprisonment in the jail not to exceed six months, or both imprisonment and fine.~~

~~B. Evidence in Criminal Proceedings. In any criminal prosecution under Section 4(c) of Ordinance No. 534-78 (codified as Everett Municipal Code Sections 20.08.090) and 20.08.080(A) and 20.08.080(B) or Section 5 of Ordinance No. 534-78 (codified as Everett Municipal Code 20.08.090), evidence of sound level through the use of a sound-level meter reading shall not be necessary to establish the commission of the offense.~~

~~C. Penalty for Failure to Comply with Final Orders. In addition to any other sanction or remedial injunctive procedure which may be available at law or equity, any person failing to comply with a final order issued by the administrator or board of adjustment (hearing officer if appropriate), shall be subject to a cumulative civil penalty in an amount not to exceed one hundred dollars per day from the date set for compliance until such order is complied with. The civil penalty shall be collected by such action brought in the name of the city.~~

A. It shall be unlawful to violate or be in conflict with this ordinance. Each day, defined as the twenty-four-hour period beginning at 12:01 a.m., in which violation of this ordinance occurs, shall constitute a separate violation.

B. Any person, firm, corporation, or association or any agent thereof who violates any of the provisions of this chapter shall be subject to the provisions of chapter 1.20 EMC. In the event an appeal of an order issued pursuant to chapter 1.20 EMC is not subject to RCW 36.70C (the Land Use Petition Act), appeal shall be by writ of certiorari.

C. A violation of Section 8 or of Section 9(B), 9(C), or 9(D) of this ordinance is a criminal misdemeanor punishable in accordance with EMC 10.04.080.

D. Evidence in Criminal Proceedings. In any criminal prosecution under Section 8 or Section 9(B), 9(C), or 9(D) of this ordinance, evidence of sound level through the use of a sound-level meter reading shall not be necessary to establish the commission of the offense.

Section 16. Repealer

Sections 6(d) (EMC 20.08.120), 10(a) (EMC 20.08.160), 10(b) (EMC 20.08.170), 10 (c-d) (EMC 20.08.180), 10(e) (EMC 20.08.190), and 11 (EMC 20.08.200) of Ordinance No. 534-78, all as amended, are hereby repealed, including all ordinances in conflict herewith.

Section 17. Severability

Should any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or its application to any person or situation, be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to any other person or situation. The City Council of the City of Everett hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, clauses, phrases or portions be declared invalid or unconstitutional.

Section 18. 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.

Section 19. Savings

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

Section 20. 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 numbers and any references thereto.

_____

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 construction fund entitled "South Branch Library Expansion Project," Fund 342, Program 023, to accumulate design costs of the project.

	Consent
	Action
7/13	First Reading
7/20	Second Reading
7/27	Third Reading
	Public Hearing

COUNCIL BILL #	CB1607-30
Originating Department	Facilities
Contact Person	Chris Lark
Phone Number	425-257-8897
FOR AGENDA OF	July 13, 2016

Initialed by:
Department Head
CAA
Council President

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
9512 Evergreen Way		Ordinance	Facilities, Library

Amount Budgeted	-0-	
Expenditure Required	$600,000	Account Number(s):
Budget Remaining	-0-	Fund 342, Program 023
Additional Required	$600,000	

DETAILED SUMMARY STATEMENT:
The proposed Ordinance will fund the design costs for the South Branch Library Expansion Project. The cost for professional services for the project is currently estimated at $600,000. Facilities will determine an estimated total project cost at the completion of design development and amend the Ordinance.

The source of funds will be CIP4.

RECOMMENDATION:
Adopt an Ordinance creating the special construction fund entitled "South Branch Library Expansion Project," Fund 342, Program 023 in the estimated amount of $600,000.

ORDINANCE NO. _____

AN ORDINANCE creating a special construction fund entitled "South Branch Library Expansion Project", Fund 342, Program 023, authorizing the design of the expansion to the South Branch Library.

WHEREAS, the City Council has recognized the need to expand the South Branch Library located at 9512 Evergreen Way.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1: A special construction fund is hereby established as Fund 342, Program 023 entitled "South Branch Library Expansion Project" to accumulate the design costs required for the expansion to the South Branch Library.

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

Section 3: The estimated cost of the project, including costs related to design, construction, and project costs shall be determined at the completion of design development.

Section 4: The sum of $600,000.00 is hereby appropriated to Fund 342, Program 023 "South Branch Library Expansion Project".

A. Use of Funds

Design	$ 600,000
Construction	0
Project Costs	0
Total	$ 600,000

B. Source of Funds

CIP 4	$600,000

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

Section 5: The City 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.

CITY OF EVERETT

_____
Ray Stephanson, Mayor

Attest:

_____
Sharon Fuller, City Clerk

Passed:

Valid:

Published:

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 July 9, 2016 through July 15, 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	64.80
002	General Government	96,989.48
003	Legal	7,831.03
004	Administration	4,599.09
005	Municipal Court	319.00
007	Human Resources	453.82
009	Misc Financial Funds	335,482.70
010	Finance	248.73
015	Information Technology	4.62
021	Planning & Community Developmer	86.14
022	Neighborhoods & Community Deve	1,857.67
024	Public Works-Engineering	2,736.25
026	Animal Shelter	723.54
027	Senior Center	1,719.70
031	Police	4,288.06
032	Fire	3,964.16
038	Facilities/Maintenance	6,421.80
	TOTAL GENERAL FUND	**467,790.59**

Fund	Department	Amount
101	Parks & Recreation	-18,803.79
110	Library	12,929.90
112	Community Theater	12,202.27
114	Conference Center	1,200.00
119	Public Works-Street Improvements	11,703.63
120	Public Works-Streets	5,813.56
126	MV-Equipment Replacement Reser	57,225.72
138	Hotel/Motel Tax	8,843.75
146	Property Management	15,226.81
149	Senior Center Reserve	2,230.69
152	Cum Reserve-Library	90.09
153	Emergency Medical Services	49,688.09
156	Criminal Justice	5,680.03
303	PW Improvement Projects	4,369.78
308	Riverfront Development	7,901.38
336	Water & Sewer Sys Improv Project	324,131.29
338	Solid Waste Improvements	19,538.51
354	Parks Capital Construction	986,482.82
401	Public Works-Utilities	398,080.25
402	Solid Waste Utility	771.36
425	Public Works-Transit	23,572.75
440	Golf	51,272.36
501	MVD-Transportation Services	143,644.52
503	Self-Insurance	107,324.70
505	Computer Reserve	45,349.32
507	Telecommunications	5,984.12
638	Fire Pension	2,388.19
661	Claims	48,492.66
	TOTAL CLAIMS	**2,801,125.35**

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 July 9, 2016, and checks issued July 15, 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	10,556.08	$5,545.10
003	Legal	$60,589.41	21,362.80
004	Administration	46,374.27	14,101.69
005	Municipal Court	73,077.53	21,966.62
007	Personnel	44,651.35	16,358.51
010	Finance	51,036.68	19,879.91
015	Information Technology	49,960.75	18,854.71
021	Planning & Community Dev	43,299.23	14,497.31
022	Neighborhoods & Community Svcs	3,245.52	1,268.24
024	Public Works	147,096.41	56,132.53
026	Animal Shelter	34,680.77	13,106.54
027	Senior Center	13,727.54	5,190.78
031	Police	808,971.28	243,119.37
032	Fire	923,447.06	191,286.93
038	Facilities/Maintenance	62,950.49	28,493.60
101	Parks & Recreation	250,590.15	79,761.17
110	Library	117,255.69	41,157.36
112	Community Theatre	8,476.63	3,381.64
120	Street	73,249.43	29,494.14
153	Emergency Medical Services	270,385.91	56,142.51
197	CHIP	9,034.00	3,908.15
198	Community Dev Block	6,504.96	2,250.97
401	Utilities	680,146.07	262,626.47
425	Transit	367,172.91	155,425.32
440	Golf	35,735.73	11,284.34
501	Equip Rental	64,614.45	26,214.93
507	Telecommunications	10,099.18	4,067.19
		$4,266,929.48	$1,346,878.83

_____
Councilperson Introducing Resolution

Passed and approved this _____ day of _____ , 2016.

_____
Council President

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Street Closure – Block Party

_____	Briefing	COUNCIL BILL #	
_____	Proposed Action	Originating Department	City Clerk
_____	Consent	Contact Person	Anna Pankevich
_____	Action	Phone Number	425 257-8614
_____	First Reading	FOR AGENDA OF	July 27, 2016
_____	Second Reading		
_____	Third Reading		
_____	Public Hearing		

Initialed by:
Department Head _____
CAA db
Council President _____

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
3800 block of High Street		Special Event Application	Police, Fire, Streets, Traffic Engineering, Transit

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

DETAILED SUMMARY STATEMENT:

The High Street Block Watch is requesting the closure of the 3800 block of High Street on August 6, 2016, 4 p.m. to 11 p.m., for a block party.

RECOMMENDATION (Exact action requested of Council):

Authorize the closure of the 3800 block of High Street on August 6, 2016, 4 p.m. to 11 p.m., for a block party, sponsored by High Street Block Watch.

SPECIAL EVENT APPLICATION

Event Type: X Street Closure ___ Parade ___ Walk/Run ___ Other (_____)

Event Date: 8-6-2016 **Event Time:** 4 PM

Closure Time: 11 PM

Event Description: BLOCK WATCH ANNUAL BBQ

Location of Event: 3800 BLOCK OF HIGH ST

Sponsoring Organization: HIGH ST. BLOCK WATCH

Address: 3806 HIGH ST **City & State** EVERETT

Contact Person: THERESA N. WATSON **Phone No.** 425-405-2396

We **require** that you inform the neighborhood and businesses of the street closure **prior** to obtaining approval.

What method will be used to inform the impacted parties of the street closure? EMAIL, FACEBOOK DOOR TO DOOR, FLYERS

If applicable, answer the following:
Approx. # of participants: 50 Persons _____ Animals _____ Vehicles
_____ Type of Animals

Assembly area (streets) 3800 BLOCK HIGH ST

Portion of street to be used: _____ Full width _____ Half X Other

*Attach a **map** showing route of parade or run/walk.

Official Use

	Admin.	Traffic	Police	Fire	Transit	Streets
Approved:	___	✓	✓	✓	✓	✓
Rejected:	___	___	___	___	___	___

Special Conditions: _____

Comments: _____

Council agenda date: ___/___/___ City Council approval: ___/___/___

Permit _____ TR # _____

Indemnification, Hold Harmless, and Certification

As a material inducement and consideration for the City granting this approval, the Applicant, on behalf of the sponsoring organization, hereby agrees to defend, indemnify and hold harmless the City from and against any and all Claims for personal injury, death, property damage or destruction, arising from, relating to, or resulting from the Event that is the subject of this approval.

"City" shall mean the City of Everett, its officers, employees and agents.

"Claims" shall mean any actions, demands, suits, obligation or liability for payment of damages, fees, and costs, including, but not limited to, attorney's fees, expert witness fees, court costs and other legal expenses.

Provided, however, this agreement to defend, indemnify and hold harmless the City shall not apply to Claims arising out of bodily injury or death or property damage or destruction caused by the sole negligence or willful misconduct of the City.

As Applicant, I certify that 1) the information provided on this application is true and correct; and 2) I am duly authorized by the sponsoring organization to make this application and enter into this agreement, on behalf of the sponsoring organization, to defend, indemnify and hold harmless the City.

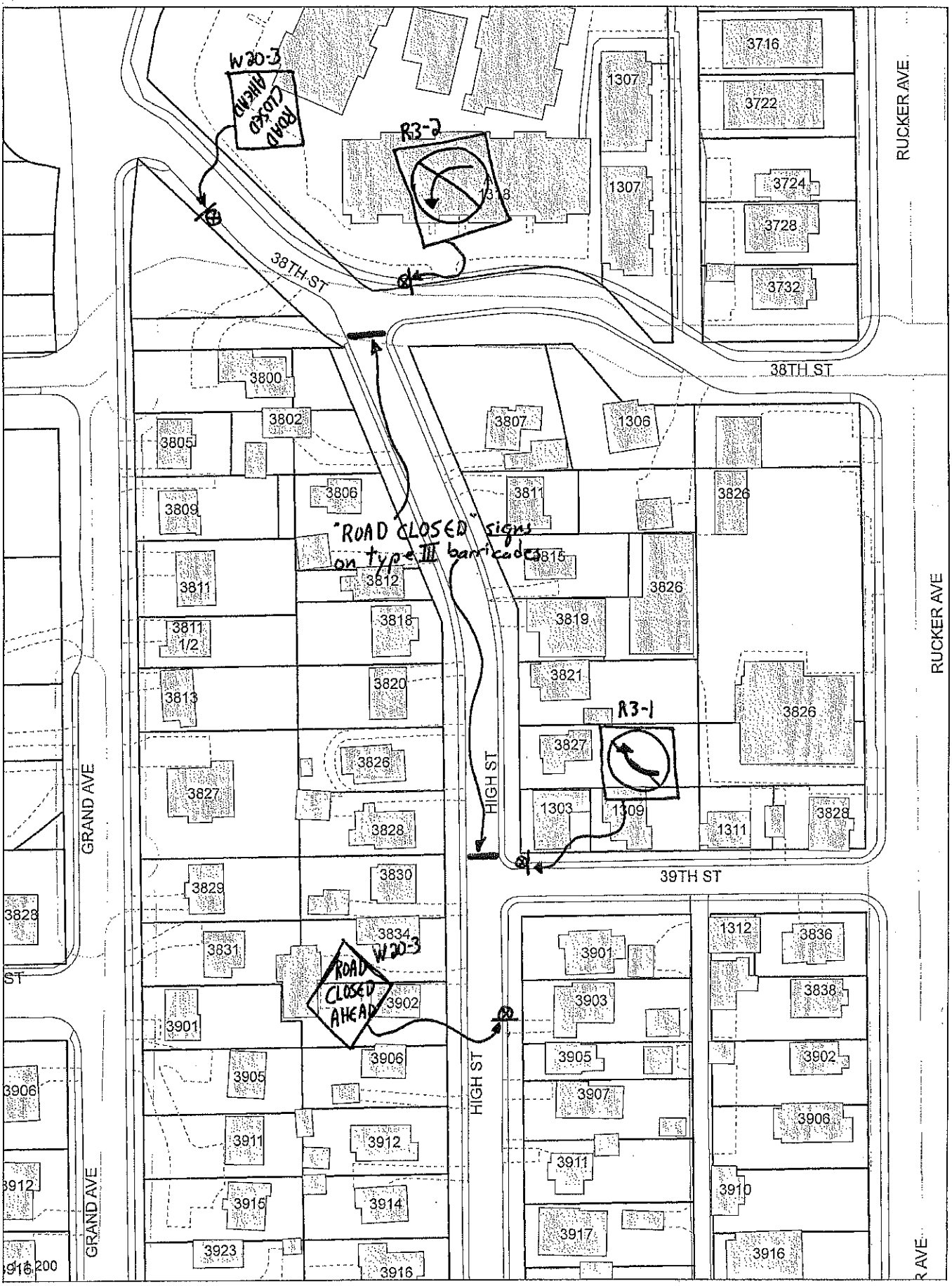
Signature — 6-28-16 Date

THERESA N WATSON
Printed Name

HIGH ST. BLOCK WATCH — 425-405-2396
Organization Representing — Phone No.

List businesses/residences impacted by this event. You must also obtain an approval signature from each business/resident indicating they concur with the closure.

Business/Residence	Signature of approval
1. 3815 High St	
2. 3810 High Street	
3. 3806 HIGH ST	
4. 3802 HIGH ST	
5. 3807 High ST	
6. 3811 HIGH ST	
7. 3815 HIGH ST	
8. 3819 High St.	
9. 3812 High St.	
10. 3821 High St.	
11. 3827 High St	
12. 3826 HIGH ST	OUT OF COUNTRY DURING CLOSURE


W20-3
ROAD CLOSED AHEAD
R3-2
38TH ST
RUCKER AVE
"ROAD CLOSED" signs on type III barricades
HIGH ST
R3-1
39TH ST
GRAND AVE
W20-3
ROAD CLOSED AHEAD

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Street Closure – Half Marathon and 10K

_____	Briefing	COUNCIL BILL #	
_____	Proposed Action	Originating Department	City Clerk
_____	Consent	Contact Person	Anna Pankevich
_____	Action	Phone Number	425 257-8609
_____	First Reading	FOR AGENDA OF	July 27, 2016
_____	Second Reading		
_____	Third Reading		
_____	Public Hearing		

Initialed by:
Department Head _____
CAA JB
Council President _____

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Various streets at Rotary Park (see attached map)		Special Event Application	Police, Fire, Streets, Traffic Engineering, Transit

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

DETAILED SUMMARY STATEMENT:
The Snohomish Running Company is requesting the closure of various streets at Rotary Park (see attached map) on October 9, 2016, 7:30 a.m. to 12:30 p.m., for a half marathon and 10K.

RECOMMENDATION (Exact action requested of Council):
Authorize the closure of various streets at Rotary Park on October 9, 2016, 7:30 a.m. to 12:30 p.m., for a half marathon and 10K sponsored by Snohomish Running Company.

SPECIAL EVENT APPLICATION

Event Type: ___ Street Closure ___ Parade ✓ Walk/Run ___ Other (_____)

Event Date: Oct. 9, 2016 **Event Time:** 8am

Closure Time: 4:30am 7:30 a.m. - 12:30 p.m

Event Description: Half Marathon and 10K Run

Location of Event: Rotary Park

Sponsoring Organization: Snohomish Running Company

Address: 4826 Pointes Dr. **City & State** Mukilteo, WA

Contact Person: Grant Harrington **Phone No.** 425-772-8396

We **require** that you inform the neighborhood and businesses of the street closure **prior** to obtaining approval.

What method will be used to inform the impacted parties of the street closure? Signs will be posted at the park 1-2 weeks prior.

If applicable, answer the following:

Approx. # of participants: 1200 Persons 0 Animals 0 Vehicles

_____ Type of Animals

Assembly area (streets) downtown Snohomish

Portion of street to be used: n/a _____ Full width _____ Half _____ Other

*Attach a **map** showing route of parade or run/walk.

Official Use

	Admin.	Traffic	Police	Fire	Transit	Streets
Approved:	___	✓	✓	✓	✓	✓
Rejected:	___	___	___	___	___	___

Special Conditions: _____

Comments: _____

Council agenda date: ___/___/___ City Council approval: ___/___/___

Permit _____ TR # _____

Indemnification, Hold Harmless, and Certification

As a material inducement and consideration for the City granting this approval, the Applicant, on behalf of the sponsoring organization, hereby agrees to defend, indemnify and hold harmless the City from and against any and all Claims for personal injury, death, property damage or destruction, arising from, relating to, or resulting from the Event that is the subject of this approval.

"City" shall mean the City of Everett, its officers, employees and agents.

"Claims" shall mean any actions, demands, suits, obligation or liability for payment of damages, fees, and costs, including, but not limited to, attorney's fees, expert witness fees, court costs and other legal expenses.

Provided, however, this agreement to defend, indemnify and hold harmless the City shall not apply to Claims arising out of bodily injury or death or property damage or destruction caused by the sole negligence or willful misconduct of the City.

As Applicant, I certify that 1) the information provided on this application is true and correct; and 2) I am duly authorized by the sponsoring organization to make this application and enter into this agreement, on behalf of the sponsoring organization, to defend, indemnify and hold harmless the City.

Sarah J. Maxwell 6-30-16
Signature Date

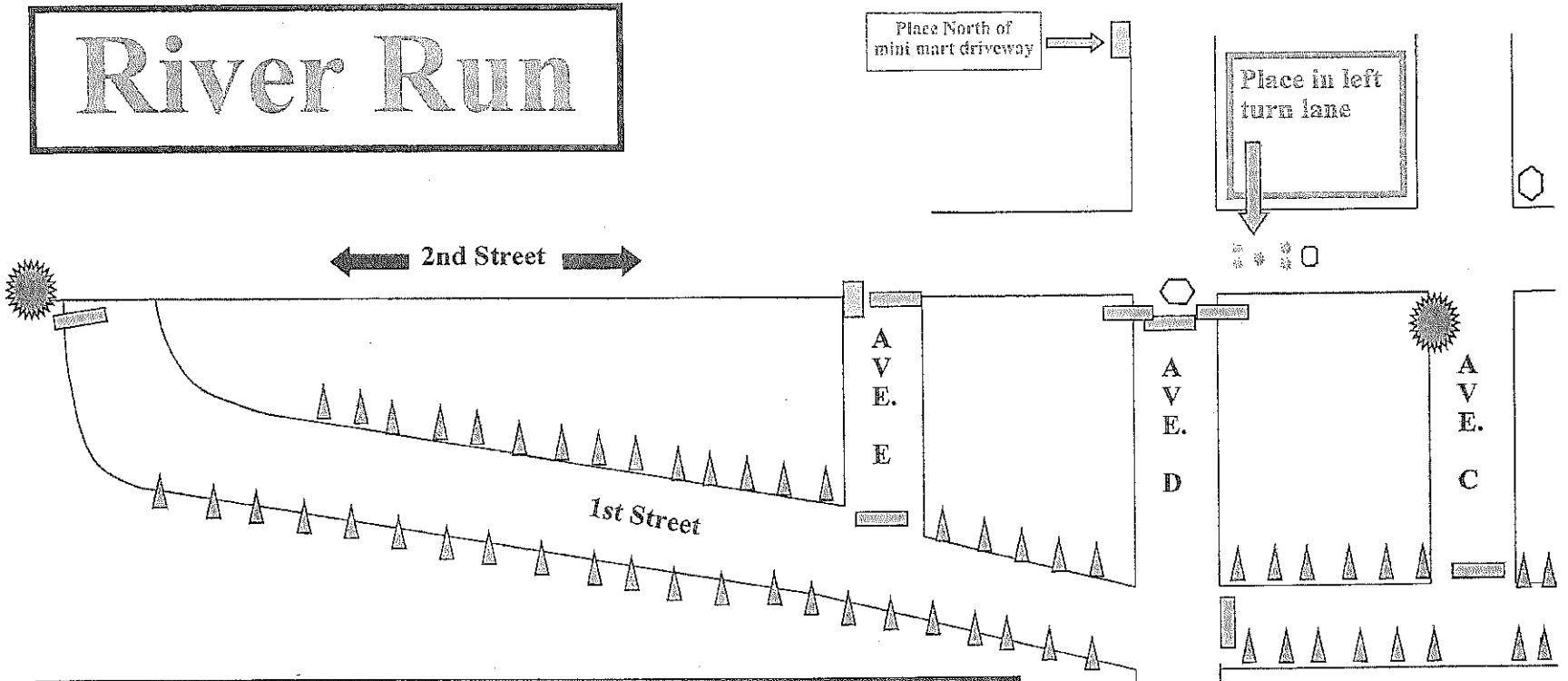
Sarah J. Maxwell
Printed Name

Snohomish Running Co. 253-225-1522
Organization Representing Phone No.

List businesses/residences impacted by this event. You must also obtain an approval signature from each business/resident indicating they concur with the closure.

	Business/Residence	Signature of approval
1.		
2.		
3.		
4.		
5.		
6.		
7.		

River Run

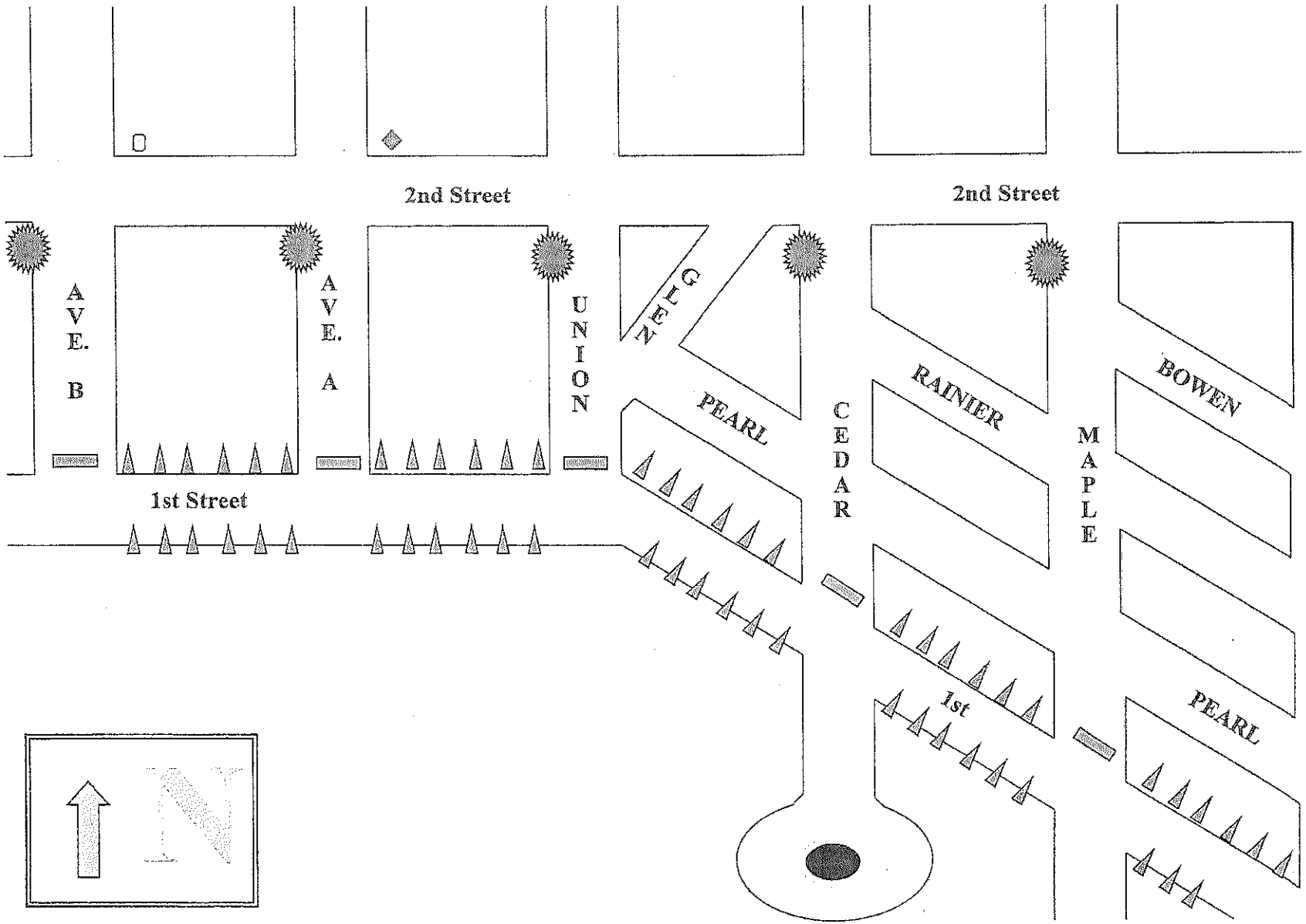


Legend

- 2- no left turn
- 16– Type III Road Closed
- 1- Traffic Revision Ahead
- 4– Local Access Only
- 7– Road Closed Ahead
- 175– No Parking pylons
- Direction Signs to Hwy 9 and Hwy 2
- 5– Traffic Barrels

Flip map over for more locations

N


2nd Street
2nd Street
AVE. B
AVE. A
UNION
GLEN
PEARL
CEDAR
RAINIER
MAPLE
BOWEN
1st Street
1st
PEARL
N

Race @
1st &
Lincoln
LINCOLN
RAINIER
WILLOW
ALDER
TRAIL
PEARL
1st Street

Road closure sign to be placed at least 5 days before event (use either PCMS or black on orange sign with 4" font) and shall state:
Lenora St/River Rd Closed
October 26th 7:45 am to 12:30 pm
(Place near corner of Lenora St and S 1st Ave)

Road closure sign to be placed at least 5 days before event (use either PCMS or black on orange sign with 4" font) and shall state:
River Rd/Bridge Closed
October 26th 7:45 am to 12:30 pm
(Place on east side of Airport Way just north of railroad tracks)

1	R11-2	RD CLOSED w/ Type III Barricade	Black on White	48"x30"
2	R11-4	RD CLOSED TO THRU TRAFFIC (LOCAL ACCESS ONLY)	Black on White	60"x30"
3	W20-3	ROAD CLOSED AHEAD	Black on Orange	36"x36"
4	W20-2	DETOUR AHEAD	Black on Orange	36"x36"
5	M4-9(L)	Detour Arrow Left	Black on Orange	30"x24"
6	M4-9(R)	Detour Arrow Right	Black on Orange	30"x24"
7	M4-9(UP)	Detour Arrow Straight	Black on Orange	30"x24"
8	W16-8P	Lowell-Snohomish River Rd	Black on Orange	Variesx8"
9	W16-8P	Avenue D Bridge	Black on Orange	Variesx8"
A	Special	Lowell-Snohomish River Rd Closed To	Black on Orange	
		Through Traffic 7:45 am to 12:30 pm	4" font	
B	Special	Lenora St/River Rd Closed To Through	Black on Orange	
		Traffic 7:45 am to 12:30 pm	4" font	
C	Special	Avenue D Bridge Closed To Through	Black on Orange	
		Traffic 7:45 am to 12:30 pm	4" font	

SIGN SPACING		
RURAL HIGHWAYS	60 / 65 MPH	500' ±
RURAL ROADS	45 / 55 MPH	500' ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & EGRESS DISTRICTS	25 / 30 MPH	200' ± (1)
URBAN STREETS	25 MPH OR LESS	100' ± (1)
ALL SIGNS ARE BLACK ON ORANGE UNLESS INDICATED OTHERWISE		

(1) ALL SIGN SPACING MAY BE ADJUSTED TO ACCOMMODATE DRIVEWAYS, AT-GRADE INTERSECTIONS AND CROSSINGS.
(2) THIS SIGN SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

Detail #3 (City of Everett)
2nd page

Bridge

River Rd

Airport Way

Detail #2

6, 9
(Before
Offramp)

Detail #1

Marsh Rd

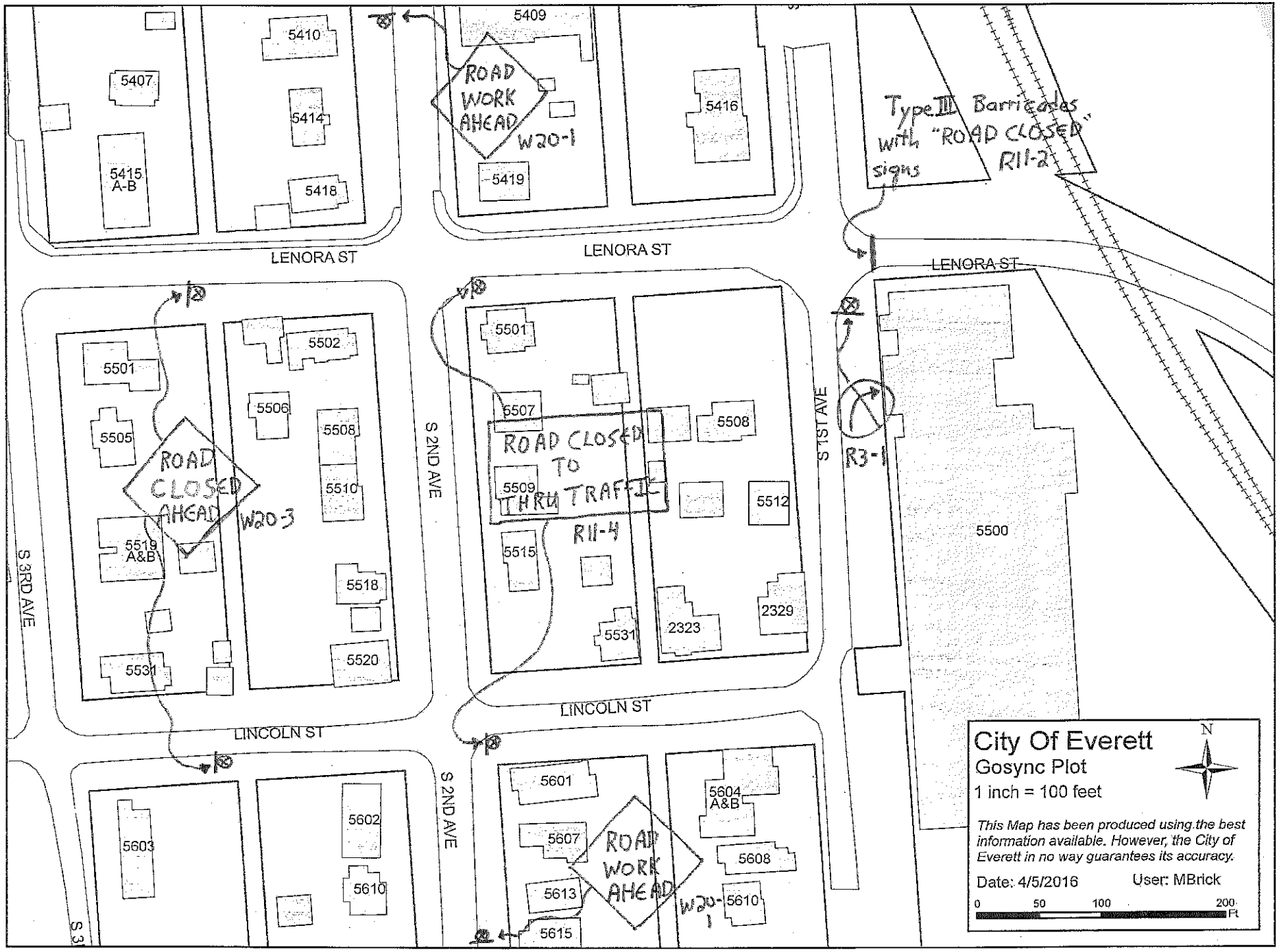
Jordan Rd

Silver Lake

116th St SE

Lowell-Snohomish River Rd

Approved detour sign plan for Permit # A-173-14
To be used for Snohomish River Run Event on Sunday
October 26, 2014 from 7:45 am – 12:30 pm


5409
5410
5407
5414
5415 A-B
5418
5419
5416
ROAD WORK AHEAD
W20-1
Type III Barricades with "ROAD CLOSED" signs
R11-2
LENORA ST
LENORA ST
LENORA ST
5501
5502
5506
5508
5505
5510
ROAD CLOSED AHEAD
W20-3
5519 A&B
5518
5531
5520
S 3RD AVE
S 2ND AVE
5501
5507
5508
ROAD CLOSED TO THRU TRAFFIC
R11-4
5509
5512
5515
5531
2323
2329
S 1ST AVE
R3-1
5500
LINCOLN ST
LINCOLN ST
5603
5602
5610
S 2ND AVE
5601
5604 A&B
5607
ROAD WORK AHEAD
5608
5613
W20-1
5610
5615
City Of Everett
Gosync Plot
1 inch = 100 feet
N
This Map has been produced using the best information available. However, the City of Everett in no way guarantees its accuracy.
Date: 4/5/2016
User: MBrick
0 50 100 200 Ft

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Street Closure – the 5th Annual Everett Craft Beer Festival

_____	Briefing	COUNCIL BILL #	
_____	Proposed Action	Originating Department	City Clerk
_____	Consent	Contact Person	Anna Pankevich
_____	Action	Phone Number	425 257-8614
_____	First Reading	FOR AGENDA OF	July 27, 2016
_____	Second Reading		
_____	Third Reading		
_____	Public Hearing		

Initialed by:
Department Head _____
CAA db
Council President _____

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Hoyt Avenue, between Hewitt Avenue and Everett Avenue		Special Event Application	Police, Fire, Streets, Traffic Engineering, Transit

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

DETAILED SUMMARY STATEMENT:

Washington Beer Commission is requesting the closure of Hoyt Avenue, between Hewitt Avenue and Everett Avenue (EverPark remains open) on August 20, 2016, 6 a.m. to 10 p.m., for the 5th annual Everett Craft Beer Festival.

RECOMMENDATION (Exact action requested of Council):

Authorize the closure of a portion of Hoyt Avenue, between Hewitt Avenue and Everett Avenue (EverPark remains open) on August 20, 2016, 6 a.m. to 10 p.m., for the 5th annual Everett Craft Beer Festival, sponsored by Washington Beer Commission.

SPECIAL EVENT APPLICATION

Event Type: X Street Closure ___ Parade ___ Walk/Run ___ Other (_____)

Event Date: August 20, 2016 **Event Time:** Noon - 7:00pm

Closure Time: 6:00am - 10:00pm

Event Description: The 5th Annual Everett Craft Beer Festival featuring 34 local breweris on Hoyt Avenue from Noon - 7:00pm

Location of Event: Hoyt Ave between Hewitt and Everett Ave (EverPark remains open)

Sponsoring Organization: Washington Beer Commission

Address: 11112 117th Pl NE, Ste B **City & State** Kirkland, WA 98033

Contact Person: Hayden Campbell **Phone No.** 206-777-5230

We **require** that you inform the neighborhood and businesses of the street closure **prior** to obtaining approval.

What method will be used to inform the impacted parties of the street closure? Email and phone

If applicable, answer the following:
Approx. # of participants: 3,500 Persons N/A Animals N/A Vehicles
_____ Type of Animals

Assembly area (streets) Hoyt Ave between Hewitt and Everett Ave

Portion of street to be used: X Full width _____ Half _____ Other

*Attach a **map** showing route of parade or run/walk.

Official Use

	Admin.	Traffic	Police	Fire	Transit	Streets
Approved:		✓	✓	✓	✓	✓
Rejected:						

Special Conditions: _____

Comments: _____

Council agenda date: ___/___/___ City Council approval: ___/___/___

Permit _____ TR # _____

Indemnification, Hold Harmless, and Certification

As a material inducement and consideration for the City granting this approval, the Applicant, on behalf of the sponsoring organization, hereby agrees to defend, indemnify and hold harmless the City from and against any and all Claims for personal injury, death, property damage or destruction, arising from, relating to, or resulting from the Event that is the subject of this approval.

"City" shall mean the City of Everett, its officers, employees and agents.

"Claims" shall mean any actions, demands, suits, obligation or liability for payment of damages, fees, and costs, including, but not limited to, attorney's fees, expert witness fees, court costs and other legal expenses.

Provided, however, this agreement to defend, indemnify and hold harmless the City shall not apply to Claims arising out of bodily injury or death or property damage or destruction caused by the sole negligence or willful misconduct of the City.

As Applicant, I certify that 1) the information provided on this application is true and correct; and 2) I am duly authorized by the sponsoring organization to make this application and enter into this agreement, on behalf of the sponsoring organization, to defend, indemnify and hold harmless the City.

Hayden Campbell — Signature — 5/13/2016 — Date

Hayden Campbell — Printed Name

Washington Beer Commission — Organization Representing — 206-777-5230 — Phone No.

List businesses/residences impacted by this event. You must also obtain an approval signature from each business/resident indicating they concur with the closure.

Business/Residence	Signature of approval
1. Everett Public Library	
2. IBEW	
3. Coast Real Estate	
4. Dawson's Place	
5. Skotdal Real Estate	
6. Everett Tire and Automotive	
7. EverPark Garage & DEA	
8. Rubatino	
9. McQuinn Naturopathic	
10. Homestreet Bank	
11. Church	

Closed on Saturday

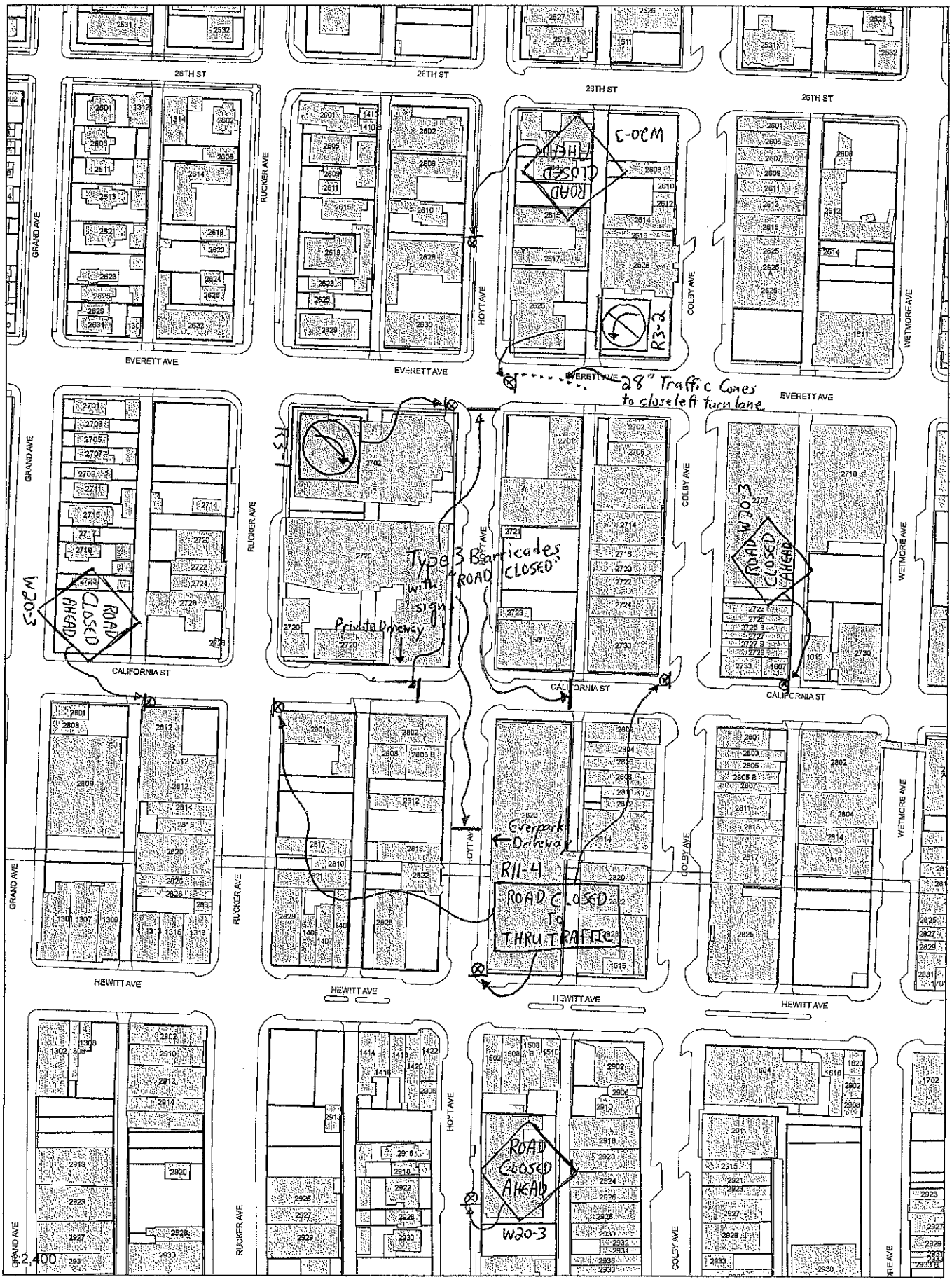
EVERETT CRAFT BEER FESTIVAL

DRINK WASHINGTON BEER

SATURDAY, AUGUST 15
NOON - 7PM

- FOOD
- STAGE
- BREWER TENTS — 10'X10'
- PORTABLE RESTROOMS — 20 RESTROOMS, 1 SRO, 2 ADA
- WABL / MERCH — 10'X20'
- ADMISSIONS TENT — 20'X30'
- EXIT / RE-ENTRY
- REFRIGERATED TRUCKS
- ACCOUNTING TENT — 10'X10'
- WHITE PICKET FENCE
- SHADE TENT — 20'X30'
- SPONSOR/TOKEN TENT

Washington BEER


26TH ST
GRAND AVE
RUCKER AVE
HOYT AVE
COLBY AVE
WETMORE AVE
EVERETT AVE
CALIFORNIA ST
HEWITT AVE
R3-2
R3-1
R11-4
W20-3
ROAD CLOSED AHEAD
ROAD CLOSED
Type 3 Barricades with sign
Private Driveway
Everpark Driveway
ROAD CLOSED To THRU TRAFFIC
28" Traffic Cones to close left turn lane

2,400

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. 3487-16.

7/13/16	Briefing	COUNCIL BILL #	CB1607-28
	Proposed Action	Originating Department	Finance
	Consent	Contact Person	Susy Haugen
	Action	Phone Number	425-257-8612
7/13/16	First Reading	FOR AGENDA OF	July 13, 2016
7/20/16	Second Reading		July 20, 2016
7/27/16	Third Reading		July 27, 2016
	Public Hearing		
	Budget Advisory	Initialed by:	
		Department Head	
		CAA	db
		Council President	

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
		Ordinance, Attachment A	Finance

Amount Budgeted	$344,605,661	
Expenditure Required	$353,490,183	Account Number(s): See Attachment A
Budget Remaining	-0-	
Additional Required	$8,884,522	

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

- General Government amendments. Increases the expenditure budget by $1,042,169, increases the revenue budget by $581,096, and decreases the ending fund balance by $461,073.
- Non-General Government amendments. Increases expenditure budgets by $7,842,353, revenue budgets by $3,111,166 and decreases ending fund balances by $4,731,187.

RECOMMENDATION (Exact action requested of Council):
Adopt an Ordinance approving the appropriations of the 2016 revised City of Everett Budget and amending Ordinance No. 3487-16.

ORDINANCE NO. _____

AN ORDINANCE approving the appropriations of the 2016 revised City of Everett budget and amending Ordinance No. 3487-16.

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. 3487-16 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 $8,884,522.

	Beginning Fund Balance and 2016 Revenues	Expenditures	Ending Fund Balance
2016 Previously Amended Budget	$ 504,848,500	$ 344,605,661	$ 160,242,839
Budget Amendment #2	3,692,262	8,884,522	(5,192,260)
2016 Amended Budget	$ 508,540,762	$ 353,490,183	$ 155,050,579

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed:
Valid:
Published:
Effective Date:

2016 BUDGET ADJUSTMENTS for Budget Amendment # 2

General Government Amendments

	Fund	Description	Increase/(Decrease) Revenues	Expenditures	Ending Fund Balance
GGA-18	Senior Center	SnoCo Human Services Grant	23,000	23,000	-
GGA-19	Police	Marine Patrol Grant	17,912	17,912	-
GGA-20	Police	Joint Task Force with USMS	6,000	6,000	-
GGA-21	Fire	Homeland Security Grant	7,500	7,500	-
GGA-22	Fire	Assistance to Firefighters Grant	526,684	579,352	(52,668)
GGA-23	Police	Parking Enforcement Officers and vehicles		185,000	(185,000)
GGA-24	Neighborhoods	Administrative Assistant		35,455	(35,455)
GGA-25	Facilities	Project Coordinator position - succession planning		53,200	(53,200)
GGA-26	Non-Departmental	Funding for IT Projects (Virtra & Text Archiving)		62,900	(62,900)
GGA-27	Administration	Director of Public Health and Safety		71,850	(71,850)
		Total General Government Amendments	**581,096**	**1,042,169**	**(461,073)**

Non-General Government Amendments

	Fund	Description	Increase/(Decrease) Revenues	Expenditures	Ending Fund Balance
NGA-5	Motor Vehicle Division	Vehicle & Equipment Purchases	346,700	554,200	(207,500)
NGA-6	CIP 3	Kasch Park Renovation		2,700,000	(2,700,000)
NGA-7	CIP 4	Downtown Streetscape - Phase 3		3,525,520	(3,525,520)
NGA-8	CIP 1	South Precinct Roof and Main Library Windows	2,540,000	825,000	1,715,000
NGA-9	Computer Reserve	IT Projects (Virtra & Text Archiving)	66,120	66,120	-
NGA-10	Criminal Justice	Streets Initiative Flex Fund (donations and related exp)	11,675	11,675	-
NGA-11	Library Reserve	GECF contributions and related expenditures	15,000	15,000	-
NGA-12	EMS	Assistance to Firefighters Grant	131,671	144,838	(13,167)
		Total Non-General Government Amendments	**3,111,166**	**7,842,353**	**(4,731,187)**

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-18	Senior Center	Amendment - SnoCo Human Services Grant	027A		23,000	
GGA-18	General Fund	Amendment - SnoCo Human Services Grant	002A	23,000		

Snohomish County Human Services awarded the Carl Gipson Senior Center a grant in the amount of $23,000 to upgrade the existing video monitoring system. No matching funds are required. Council approved this contract at the June 8, 2016, Council meeting.

Increase intergovernmental revenue	002	3370700027			23,000
Increase supplies/equipment budget	027	5500000350	23,000		

	Department		Code	Rev	Exp	FB
GGA-19	Police	Amendment - Marine Patrol Grant	031A		17,912	
GGA-19	General Fund	Amendment - Marine Patrol Grant	002A	17,912		-

The Police Department (EPD) has been awarded a $17,912 grant from the Washington State Parks and Recreation Commission (the Commission). The award is to reimburse costs of on-the-water patrols and boating education classes. The application and program approval establishes the framework between the Commission and the EPD for accomplishing the patrols, classes, and special emphasis enforcement. The ultimate goals of the activities are to reduce injury from boating incidents and to promote a safe and enjoyable boating environment for all users.

Council approved application and acceptance of this grant at the January 20, 2016, Council meeting.

Increase grant revenue	002	3336702400			17,912
Increase overtime budget	031	5220000120	17,912		

	Department		Code	Rev	Exp	FB
GGA-20	Police	Amendment - Joint Task Force with USMS	031A		6,000	
GGA-20	General Fund	Amendment - Joint Task Force with USMS	002A	6,000		

The United States Department of Justice, Marshals Service (USMS), is providing the Police Department funding to conduct and participate in joint law enforcement operations to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crimes.

Council approved the memorandum of understanding, which outlined permissible expenses to be reimbursed, at the May 4, 2016, Council meeting.

Increase intergovernmental revenue	002				6,000
Increase overtime budget	031	5701000120	6,000		

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-21	Fire	Amendment - Homeland Security Grant	032A		7,500	
GGA-21	General Fund	Amendment - Homeland Security Grant	002A	7,500		-

The US Department of Homeland Security, Federal Emergency Management Agency is providing funds to state and local agencies to enhance emergency preparedness. This grant is being passed through Snohomish County to the City to purchase three large cargo containers for storing disaster related supplies.

Council approved acceptance of this grant at the April 6, 2016, Council meeting.

Increase grant revenue	002	3339706735		7,500
Increase equipment budget	032	5150001350	7,500	

	Department		Code	Rev	Exp	FB
GGA-22	Fire	Amendment - Assistance to Firefighters Grant	032A		579,352	
GGA-22	General Fund	Amendment - Assistance to Firefighters Grant	009A	526,684		(52,668)

The Fire/EMS department has been awarded a Department of Homeland Security, Assistance to Firefighters Grant to replace low pressure self contained breathing apparatus (SCBA) equipment with a newer high pressure system. This grant requires a ten percent match. The expenditures and grant revenue will be split between Fire and EMS on an 80/20 basis. This amendment increases the Fire department's expenditure and grant revenue budgets. Please see NGA-12 for the amendment to the EMS budget.

Council awarded the request for proposal for the equipment at the June 22, 2016, Council meeting.

Increase grant revenue	002	3319700032		526,684
Increase uniform budget	032	5202621260	579,352	
Decrease ending fund balance	009	5980000490		52,668

	Department		Code	Rev	Exp	FB
GGA-23	Police	Amendment - Parking Enforcement Officers	031A		101,000	
GGA-23	General Fund	Amendment - Parking Enforcement Officers	009A		84,000	(185,000)

This amendment will increase the Police Department's budget by $101,000 for two new Parking Enforcement Officers and the Non-Departmental budget by $84,000 to provide funding for vehicles for these positions. The officers are being hired in an effort to increase parking enforcement within the City limits. The salary and benefit amounts included in this amendment represent five months. These positions will be included as full year positions in the 2017 budget. The M&O included with this amendment provides for initial equipment set up.

Increase salaries	031	5720000110	37,440	
Increase benefits	031	5720000210	21,910	
Increase uniforms	031	5720000260	1,650	
Increase m&o	031	5720000xxx	40,000	
Increase transfers out	009	5000001550	84,000	
Decrease ending fund balance	009	5980000490		185,000

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-24	Neighborhoods	Amendment - Administrative Assistant	022A		35,455	
GGA-24	General Fund	Amendment - Administrative Assistant	009A			(35,455)

This amendment increases the Neighborhoods budget for the addition of an Administrative Assistant to assist with community engagement and outreach efforts in support of the Neighborhood associations. The amount shown is for five months of salary and benefits. The position will be added as a full year position in 2017.

Increase salaries	022	5010000110	25,325		
Increase benefits	022	5010000210	10,130		
Decrease ending fund balance	009	5980000490		35,455	

	Department		Code	Rev	Exp	FB
GGA-25	Facilities	Amendment - Project Coordinator	038A		53,200	
GGA-25	General Fund	Amendment - Project Coordinator	009A			(53,200)

This amendment temporarily increases the Facilities budget for a Project Coordinator position to provide for succession planning. The amount requested is for seven months of salary and benefits.

Increase salaries	038	5870040110	37,982		
Increase benefits	038	5870040210	15,218		
Decrease ending fund balance	009	5980000490		53,200	

	Department		Code	Rev	Exp	FB
GGA-26	Non-Dept General Govt	Amendment - Funding for IT Projects	009A		62,900	
GGA-26	General Fund	Amendment - Funding for IT Projects	009A			(62,900)

This amendment provides the General Fund's portion of the funding necessary for the Information Technology department to move forward with the two projects listed below.

> $7,700 to implement a mobile text archiving solution that will increase the City's ability to comply with the Public Records Act.
> $55,200 in additional funding for the Police VirTra Weapons Training Simulator upgrade.

Increase transfers out	009	5000004990	62,900		
Decrease ending fund balance	009	5980000490		62,900	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-27	Administration	Amendment-Director of Public Health & Safety	004A		71,850	
GGA-27	General Fund	Amendment-Director of Public Health & Safety	009A			(71,850)

This amendment increases Administration's budget for the Director of Public Health & Safety position. This position will provide policy advice to Administration and other City departments to better coordinate city-wide efforts around public safety, criminal justice, social services, and public health. The amount requested is for five months of salary and benefits as well as initial m&o costs. The position will be added as a full year position in the 2017 budget.

Increase salaries	004	5770000110	49,619	
Increase benefits	004	5770000210	15,944	
Increase m&o	004	5770000xxx	6,287	
Decrease ending fund balance	009	5980000490		71,850

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
NGA-5	MVD	Amendment - Vehicle & Equip. Purchases	126A	346,700	554,200	(207,500)

This amendment increases the vehicle and equipment expenditure budget in Fund 126, MVD, for the following:

Additions:
Police - 5 patrol cars and 1 staff car for new Streets Initiative staff - $262,700
Police - 2 scooters for new Parking Enforcement officers - $84,000

Replacements:

Engineering	Truck	28,000
Fire	Utility vehicle	44,500
Facilities	Cargo van	36,000
Parks	Van	28,000
Parks	Flatbed trailer	5,000
Parks	2 sprayers	45,000
Parks	Toro SandPro rake	21,000

Increase vehicle expenditures - Engineering	126	5200024640	28,000	
Increase vehicle expenditures - Police	126	5200031640	346,700	
Increase vehicle expenditures - Fire	126	5200032640	44,500	
Increase vehicle expenditures - Facilities	126	5200038640	36,000	
Increase vehicle expenditures - Parks	126	5200101640	99,000	
Increase transfers in	126	3970000009		346,700
Decrease ending fund balance	126	5980000490		207,500

	Department		Code	Rev	Exp	FB
NGA-6	CIP 3	Amendment - CIP 3 Projects	154A		2,700,000	(2,700,000)

This amendment increases the CIP 3 expenditure budget for the Kasch Park Renovation project as approved by Ordinance 3489-16.

Increase CIP 3 transfers out	154	5354010550	2,700,000	
Decrease ending fund balance	154	5990000490		2,700,000

	Department		Code	Rev	Exp	FB
NGA-7	CIP 4	Amendment - CIP 4 Projects	162A		3,525,520	(3,525,520)

This amendment increases the CIP 4 expenditure budget for the Downtown Streetscape Phase 3 project as approved by Ordinance 3485-16.

Increase CIP 4 transfers out	162	5625210550	3,525,520	
Decrease ending fund balance	162	5620999490		3,525,520

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
NGA-8	CIP 1	Amendment - CIP 1 Projects	162A	2,540,000	825,000	1,715,000

This amendment increases the CIP 1 expenditure budget for the projects listed below and recognizes the $2,540,000 general fund contribution made to CIP 1, as authorized in the first 2016 budget amendment.

$500,000 for the South Precinct roof replacement as approved by Ordinance 3482-16
$325,000 for the Main Library window replacements as approved by Ordinance 3492-16

Increase transfers out to construction funds	162	5500000550	825,000	
Increase transfers in from GF	162	3971050000		2,540,000
Increase ending fund balance	162	5500999490	1,715,000	

	Department		Code	Rev	Exp	FB
NGA-9	Computer Reserve	Amendment - IT Projects	505A	66,120	66,120	

This amendment increases the Computer Reserve Fund's budget for the following IT projects:

> $10,920 to implement a mobile text archiving solution
> $55,200 for the Police VirTra Weapons Training Simulator upgrade

Increase General Fund transfers in	505	3970030000		62,900
Increase Non-General Fund transfers in	505	3970030000		3,220
Increase capital outlay	505	5130000640	66,120	

	Department		Code	Rev	Exp	FB
NGA-10	Criminal Justice	Amendment - Streets Initiative Flex Fund	156A	11,675	11,675	

This amendment increases the Community Streets Initiative Flex fund revenue and expenditure budgets. The fund accepts charitable giving funds to be used to assist poor and infirm individuals who are working with the Community Outreach and Enforcement Team and/or the Chronic Utilizer Alternative Response Team (CHART).

Increase miscellaneous expenditures	156	5250000494	11,675	
Increase donation revenue	156	3670000025		11,675

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
NGA-11	Library Reserve	Amendment - GECF Expenditures	152A	15,000	15,000	-

The Library received more interest than expected from one of the endowment funds invested with the Greater Everett Community Foundation (GECF) of Snohomish County. The Library would like to make the funds available for programs and building improvements in 2016. This amendment increases both the contributions and expenditure budgets.

Increase contributions	152	3670000077		15,000
Increase professional services	152	5770000410	10,000	
Increase construction projects	152	5770000650	5,000	

	Department		Code	Rev	Exp	FB
NGA-12	EMS	Amendment - Assistance to Firefighters Grant	153A	131,671	144,838	(13,167)

As noted in GGA-22, the Fire/EMS department has been awarded a Department of Homeland Security, Assistance to Firefighters Grant to replace low pressure self contained breathing apparatus (SCBA) equipment with a newer high pressure system. The grant requires a ten percent match. This amendment increases the EMS department's expenditure and grant revenue budgets.

Council approved the award of the request for approval for the equipment at the June 22, 2016, Council meeting

Increase grant revenue	153	3319700153		131,671
Increase uniform budget	153	5202621260	144,838	
Decrease ending fund balance	153	5990000490		13,167

ATTACHMENT A

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
An Ordinance regarding deferred payment of impact fees for single-family homes and an exemption for payment of impact fees for low-income housing, amending Ordinance 3389-14 (EMC Chapter 18.36, Small Project Impact Fee), Ordinance 3387-14 (EMC Chapter 18.40, Transportation Mitigation) and Ordinance 3396-14 (EMC Chapter 18.44, School District Impact Fees) as amended

7-13-16	Briefing	
	Proposed Action	
	Consent	
	Action	
7-13-16	First Reading	
7-20-16	Second Reading	
7-27-16	Third Reading	
	Public Hearing	
	Budget	
	Advisory	

COUNCIL BILL #	CB1607-29
Originating Department	Planning
Contact Person	David Stalheim
Phone Number	425-257-8731
FOR AGENDA OF	July 13, 2016
	July 20, 2016
	July 27, 2016

Initialed by:

Department Head	
CAA	
Council President	

Location

Preceding Action

Attachments
Ordinance, Planning Commission Staff Report, Public Comment

Department(s) Approval
Legal, Planning

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

DETAILED SUMMARY STATEMENT:
This is an ordinance to amend the following chapters of the Everett Municipal Code:

- Chapter 18.36, Small Project Impact Fee
- Chapter 18.40, Transportation Mitigation
- Chapter 18.44, School District Impact Fees

The amendments would address requirements set forth by the 2015 state legislature in ESB 5923 regarding the establishment of a fee deferral system for new single-family detached and attached residential construction.

The amendments also provide an option to exempt up to 80% of impact fees for low-income housing.

RECOMMENDATION (Exact action requested of Council):
Adopt an Ordinance regarding deferred payment of impact fees for single-family homes and an exemption for payment of impact fees for low-income housing, amending Ordinance 3389-14 (EMC Chapter 18.36, Small Project Impact Fee), Ordinance 3387-14 (EMC Chapter 18.40, Transportation Mitigation) and Ordinance 3396-14 (EMC Chapter 18.44, School District Impact Fees) as amended.

ORDINANCE NO. _____

An Ordinance regarding deferred payment of impact fees for single-family homes and an exemption for payment of impact fees for low-income housing, amending Ordinance 3389-14 (EMC Chapter 18.36, Small Project Impact Fee), Ordinance 3387-14 (EMC Chapter 18.40, Transportation Mitigation) and Ordinance 3396-14 (EMC Chapter 18.44, School District Impact Fees, as amended

WHEREAS, Chapter 82.02.050 RCW requires the city to adopt and maintain a system for the deferred collection of impact fees for single-family detached and attached residential construction by September 1, 2016; and

WHEREAS, Chapter 82.02.060 RCW authorizes the city to provide an exemption of not more than eighty percent of impact fees for low-income housing with no explicit requirement to pay the exempted portion of the fee from public funds; and

WHEREAS, the Planning Commission of the City of Everett has reviewed the proposed amendments to Chapter 18.36, Small Project Impact Fee, Chapter 18.40, Transportation Mitigation and Chapter 18.44, School District Impact Fees and found that:

1. RCW 82.02.050(3) requires the city to include one of three options for when payment would be due: final inspection; issuance of the certificate of occupancy or equivalent certification; and/or the closing of the first sale of the property; and
2. RCW 82.02.060(3) authorizes the city to provide an exemption for not more than eighty percent of impact fees for low-income housing if it is conditioned to require the developer to record a covenant that prohibits use of the property for any purpose other than for low-income housing; and
3. RCW 82.02.060(3) requires that any school district that receives school impact fees must approve any exemption; and

WHEREAS, the City Council finds that:

1. The proposed ordinance provides one of the three options for impact fee deferral required by RCW 82.02.050; and
2. The proposed ordinance requires the recording of covenants for any impact fee exemption approved for low-income housing and requires school district approval as a condition of city approval of any school district impact fee exemption.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 1 or Ordinance No. 3389-14, as amended (EMC 18.36.010), regarding "Title, authority and purpose" for Small Project Impact Fees, which reads as follows:

A. Title. The ordinance codified in this chapter may be referred to or cited as the small project impact fee ordinance, or "SPIFO," and will be referred to herein as "this chapter."

B. Purpose and Authorization. The purpose of this chapter is to implement the city's comprehensive plan including its transportation and capital facility elements. This chapter enables the city to collect impact fees from proposed projects that generate additional traffic and are categorically exempt under the State Environmental Policy Act (SEPA) and the state rules adopted thereunder (WAC 197-11-305) and therefore not subject to the city's transportation mitigation ordinance (TMO) (Chapter 18.40). The fees adopted under this chapter are authorized by and in accordance with the provisions of RCW 82.02.050 through 82.02.090.

Is hereby amended to read as follows:

A. Title. The ordinance codified in this chapter may be referred to or cited as the small project impact fee ordinance, or "SPIFO," and will be referred to herein as "this chapter."

B. Purpose and Authorization. The purpose of this chapter is to implement the city's comprehensive plan including its transportation and capital facility elements. This chapter enables the city to collect impact fees from proposed projects that generate additional traffic and are ~~categorically exempt under the State Environmental Policy Act (SEPA) and the state rules adopted thereunder (WAC 197-11-305) and therefore~~ not subject to the city's transportation mitigation ordinance (TMO) (Chapter 18.40). The fees adopted under this chapter are authorized by and in accordance with the provisions of RCW 82.02.050 through 82.02.090.

Section 2. Section 6 of Ordinance No. 3389-14, as amended (EMC 18.36.060), regarding "Administrative procedures and appeals" for Small Project Impact Fees, which reads as follows:

A. RCW 82.02.070 and 82.02.080 are hereby adopted by reference into this chapter as the administrative procedures for collection and refunding of impact fees under this chapter.

B. Payment of all fees shall be made prior to:

1. Final plat approval in the case of subdivisions and short subdivisions; or

2. In all other cases, be prior to the issuance of any building permits.

C. All fees collected under this chapter shall be obligated or expended on public facilities that are addressed by an adopted capital facilities plan element of a comprehensive land use plan. If fees are earmarked for a specific project, and the city determines that it is not feasible to implement that project within six years (or such other time period established pursuant to RCW 82.02.070(3) on public facilities intended to benefit the development activity for which the impact fees were paid), the fees may be expended or encumbered on a replacement project that provides similar or greater improvement to the transportation system.

D. The city engineer or designee shall be the official responsible for preparing the annual reports required under RCW 82.02.070.

E. An applicant's commitment to specific performance to construct a transportation improvement, including any bonds or financial assurance associated with the improvement, shall not be considered a fee under this chapter, regardless of whether a monetary value has been

assigned to the improvement in the traffic analysis or other project review documents or agreements.

F. An applicant may appeal the city traffic engineer's determination of the impact fee required under this chapter by following the administrative appeal procedures for the underlying development approval. If there are no administrative appeal procedures for the underlying development approval, the appeal shall follow the administrative appeal procedures in Section 15.20.010 for the appeal of minor administration decisions.

Is hereby amended to read as follows:

A. RCW 82.02.070 and 82.02.080 are hereby adopted by reference into this chapter as the administrative procedures for collection and refunding of impact fees under this chapter.

B. Payment of all transportation impact fees shall be made prior to building permit issuance, except as provided in EMC 18.36.060(C).~~:~~

~~1. Final plat approval in the case of subdivisions and short subdivisions; or~~

~~2. In all other cases, be prior to the issuance of any building permits.~~

C. The deferral of transportation impact fees shall be allowed only for single-family attached and detached construction being constructed by an applicant having a contractor registration number or other unique identification number and in accordance with the following:

1. For this subsection:
   (a) "Applicant" includes an entity that controls, is controlled by, or is under common control with the applicant.
   (b) "Common control" means two or more entities controlled by the same person or entity.
   (c) "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting shares, by contract, or otherwise.
2. An applicant wishing to defer the payment of transportation impact fees shall:
   (a) Submit a signed and notarized deferred fee application and completed lien form concurrent with the building permit application for the building subject to the fee; and
   (b) Submit a certification that the applicant has requested no more than a total of twenty deferred impact fee requests in the calendar year within the city; and
   (c) Pay a non-refundable $250.00 administration fee for each unit or lot of a single development project for which the deferral of the fee is requested.
3. The lien shall:
   (a) Be in a form approved and provided by the city;
   (b) Be signed by all owners of the property, with all signatures acknowledged as required for a deed;
   (c) Include the legal description, property tax account number, and address for each lot or unit the lien will encumber;
   (d) Be binding and subordinate on all successors in title after the recording;
   (e) Be junior and subordinate to a first mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees, but in no case shall the lien be in less than second place.
4. The lien shall be recorded by the applicant, at their own expense, and a conformed copy of the recorded document shall be provided to the city prior to the issuance of the building permit that is subject to the transportation impact fee.

5. Each applicant eligible to defer impact fees shall only be entitled to annually receive deferrals for no more than a total of twenty building permits within the city.
6. The applicant shall be responsible for the payment of all recording fees.
7. The deferred transportation impact fee shall be paid in full prior to whichever of the following occurs first:
   (a) The closing of the first sale of the property occurring after the issuance of the applicable building permit for which the fees were deferred; or
   (b) Eighteen months from the date of building permit issuance.
8. If the building for which the deferral of the transportation impact fee is requested is located within a subdivision, unit lot subdivision or short subdivision, the subdivision, unit lot subdivision or short subdivision shall be recorded prior to recording the lien for impact fees and issuance of the building permit.
9. After the applicant has paid all deferred transportation impact fees, the applicant is responsible for submitting a lien release application to the city. The applicant, at their own expense, will be responsible for recording lien releases.
10. Compliance with the requirements of the deferral option shall constitute compliance with subdivision or short subdivision conditions pertaining to the timing of the transportation impact fee payment.
11. If deferred transportation impact fees are not paid in accordance with terms authorized by state law and this section, the City may initiate foreclosure proceedings for the unpaid transportation impact fees and all costs associated with the collection of the unpaid transportation impact fees.
12. A request to defer transportation impact fees under this section may be combined in one application with a request to defer school impact fees under EMC 18.44.090.

~~C~~D. All fees collected under this chapter shall be obligated or expended on public facilities that are addressed by an adopted capital facilities plan element of a comprehensive land use plan. If fees are earmarked for a specific project, and the city determines that it is not feasible to implement that project within six years (or such other time period established pursuant to RCW 82.02.070(3) on public facilities intended to benefit the development activity for which the impact fees were paid), the fees may be expended or encumbered on a replacement project that provides similar or greater improvement to the transportation system.

~~D~~E. The city engineer or designee shall be the official responsible for preparing the annual reports required under RCW 82.02.070.

~~E~~F. An applicant's commitment to specific performance to construct a transportation improvement, including any bonds or financial assurance associated with the improvement, shall not be considered a fee under this chapter, regardless of whether a monetary value has been assigned to the improvement in the traffic analysis or other project review documents or agreements.

~~F~~G. An applicant may appeal the city traffic engineer's determination of the impact fee required under this chapter by following the administrative appeal procedures for the underlying development approval. If there are no administrative appeal procedures for the underlying development approval, the appeal shall follow the administrative appeal procedures in Section 15.20.010 for the appeal of minor administration decisions.

Section 3. Section 18.36.065, "Fee Exemptions" is added to the Everett Municipal Code for Small Project Impact Fees as follows:

prepared by a licensed professional engineer or transportation planner with standing in the Institute of Transportation Engineers or is acceptable to the city traffic engineer.

Section 5. Section 14 of Ordinance No. 3387-14, as amended (EMC 18.40.140), regarding "Procedure for payment and use of fees" for Transportation Mitigation, which reads as follows:

A. Payment of all fees shall be made prior to:

1. Final plat approval in the case of subdivisions and short subdivisions; or

2. In all other cases, be prior to the issuance of any building permits.

B. All fees collected under this chapter shall be obligated or expended on transportation improvements. Fees collected for specific projects shall be expended on those projects or may be expended on replacement projects that provide similar or greater improvements.

C. The fees shall be obligated or expended in all cases within five years of collection. Any fees not so obligated or expended shall be refunded with interest at the rate applied to judgments to the property owners of record at the time of refund; however, if the payment is not obligated or expended within five years due to delay attributable to the project applicant, the payment shall be refunded without interest.

D. An applicant's commitment to specific performance to construct a transportation improvement, including any bonds or financial assurance associated with the improvement, shall not be considered a fee, regardless of whether a monetary value has been assigned to the improvements in the traffic analysis or other project review documents or agreements.

Is hereby amended to read as follows:

A. Payment of all transportation fees shall be made prior to building permit issuance, except as provided in EMC 18.40.140(B).~~:~~

~~1. Final plat approval in the case of subdivisions and short subdivisions; or~~

~~2. In all other cases, be prior to the issuance of any building permits.~~

B. The deferral of transportation fees shall be allowed only for single-family attached and detached construction being constructed by an applicant having a contractor registration number or other unique identification number and in accordance with the following:

1. For this subsection:
   (a) "Applicant" includes an entity that controls, is controlled by, or is under common control with the applicant.
   (b) "Common control" means two or more entities controlled by the same person or entity.
   (c) "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting shares, by contract, or otherwise.
2. An applicant wishing to defer the payment of fees for transportation system improvements shall:
   (a) Submit a signed and notarized deferred fee application and completed lien form concurrent with the building permit application for the building subject to the fee; and
   (b) Submit a certification that the applicant has requested no more than a total of twenty deferred transportation system improvement fee requests in the calendar year within the city; and

A. The city may, on a case-by-case basis, grant exemptions to the application of the transportation impact fee for new low income housing units in accordance with the conditions specified under RCW 82.02.060(2). To qualify for the exemption, the developer shall submit an application to the planning and community development director for consideration by the city prior to application for building permit. Conditions for such approvals shall meet the requirements of RCW 82.02.060(2), which includes payment of the fee from public funds other than the fee for transportation improvement account. In addition, any approved exemption will require a covenant that will assure the project's continued use for low income housing. The covenant shall be an obligation that runs with the land upon which the housing is located, and shall be recorded against the title of the real property.

B. The city may, on a case-by-case basis, grant a partial exemption of not more than eighty percent of transportation impact fees, with no explicit requirement to pay the exempted portion of the fee from public funds, for low-income housing units, pursuant to the following:

1. The Mayor, or designee, may grant an exemption to a low-income housing project for each low-income unit.
2. The decision to grant, partially grant or deny an exemption shall be based on the public benefit of the specific project, the extent to which the applicant has sought other funding sources, the financial hardship to the project of paying the transportation impact fees, the impacts of the project on public facilities and services, and the consistency of the project with adopted city plans and policies relating to low-income housing.
3. An exemption granted under this subsection must be conditioned upon requiring the developer to record a covenant approved by the director of planning and community development that prohibits using the property for any purpose other than for low-income housing. At a minimum, the covenant must address price restrictions and household income limits for the low-income housing, and require that, if the property is converted to a use other than for low-income housing as defined in the covenant, the property owner must pay the applicable transportation impact fees in effect at the time of any conversion. Covenants required by this subsection must be recorded with the Snohomish County Auditor.
4. For purposes of this section, low-income housing is defined as any housing with a monthly housing expense, that is no greater than thirty percent of fifty percent of the median family income adjusted for family size, for Everett, as reported by the United States Department of Housing and Urban Development.

Section 4. Section 4 of Ordinance No. 3387-14, as amended (EMC 18.40.040), regarding "When a traffic analysis is required" for Transportation Mitigation, which reads as follows:

The applicant shall provide the responsible official with a written traffic analysis as part of the city's project review process, which includes SEPA review, whenever a proposed project will generate fifty or more additional peak hour trips, or if deemed necessary by the city traffic engineer. The traffic analysis shall be paid for by the applicant and shall be prepared by a licensed professional engineer or transportation planner with standing in the Institute of Transportation Engineers or is acceptable to the city traffic engineer.

Is hereby amended to read as follows:

The applicant shall provide the city traffic engineer ~~responsible official~~ with a written traffic analysis as part of the city's project review process~~, which includes SEPA review,~~ whenever a proposed project will generate fifty or more additional peak hour trips, or if deemed necessary by the city traffic engineer. The traffic analysis shall be paid for by the applicant and shall be

(c) Pay a non-refundable $250.00 administration fee for each unit or lot of a single development project for which the deferral of the fee is requested.

3. The lien shall:
   (a) Be in a form approved and provided by the city;
   (b) Be signed by all owners of the property, with all signatures acknowledged as required for a deed;
   (c) Include the legal description, property tax account number, and address for each lot or unit the lien will encumber;
   (d) Be binding and subordinate on all successors in title after the recording;
   (e) Be junior and subordinate to a first mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees, but in no case shall the lien be in less than second place;
4. The lien shall be recorded by the applicant, at their own expense, and a conformed copy of the recorded document shall be provided to the city prior to the issuance of the building permit that is subject to the fee for transportation improvements.
5. Each applicant eligible to defer transportation fees shall only be entitled to annually receive deferrals for no more than a total of twenty building permits within the city.
6. The applicant shall be responsible for the payment of all recording fees.
7. The deferred fee for transportation improvements shall be paid in full prior to whichever of the following occurs first:
   (a) The closing of the first sale of the property occurring after the issuance of the applicable building permit for which the fees were deferred; or
   (b) Eighteen months from the date of building permit issuance.
8. If the building for which the deferral of the fee for transportation improvements is requested is located within a subdivision, unit lot subdivision or short subdivision, the subdivision, unit lot subdivision or short subdivision shall be recorded prior to recording the lien for fees and issuance of the building permit.
9. After the applicant has paid all deferred fees for transportation improvements, the applicant is responsible for submitting a lien release application to the city. The applicant, at their own expense, will be responsible for recording lien releases.
10. Compliance with the requirements of the deferral option shall constitute compliance with subdivision or short subdivision conditions pertaining to the timing of the fee payment.
11. If deferred fees for transportation improvements are not paid in accordance with terms authorized by state law and this section, the City may initiate foreclosure proceedings for the unpaid impact fees and all costs associated with the collection of the unpaid fees.
12. A request to defer transportation fees under this section may be combined in one application with a request to defer school impact fees under EMC 18.44.090.

~~B~~C. All fees collected under this chapter shall be obligated or expended on transportation improvements. Fees collected for specific projects shall be expended on those projects or may be expended on replacement projects that provide similar or greater improvements.

~~C~~D. The fees shall be obligated or expended in all cases within five years of collection. Any fees not so obligated or expended shall be refunded with interest at the rate applied to judgments to the property owners of record at the time of refund; however, if the payment is not obligated or expended within five years due to delay attributable to the project applicant, the payment shall be refunded without interest.

~~D~~E. An applicant's commitment to specific performance to construct a transportation improvement, including any bonds or financial assurance associated with the improvement, shall

not be considered a fee, regardless of whether a monetary value has been assigned to the improvements in the traffic analysis or other project review documents or agreements.

Section 6. Section 18.40.145, "Fee Exemptions" is added to the Everett Municipal Code for Transportation Mitigation as follows:

A. The city may, on a case-by-case basis, grant exemptions to the application of the fee for transportation improvements for new low income housing units in accordance with the conditions specified under RCW 82.02.060(2). To qualify for the exemption, the developer shall submit an application to the planning and community development director for consideration by the city prior to application for building permit. Conditions for such approvals shall meet the requirements of RCW 82.02.060(2), which includes payment of the fee from public funds other than the fee for transportation improvement account. In addition, any approved exemption will require a covenant that will assure the project's continued use for low income housing. The covenant shall be an obligation that runs with the land upon which the housing is located, and shall be recorded against the title of the real property.

B. The city may, on a case-by-case basis, grant a partial exemption of not more than eighty percent of fees for transportation improvements, with no explicit requirement to pay the exempted portion of the fee from public funds, for low-income housing units, pursuant to the following:

1. The Mayor, or designee, may grant an exemption to a low-income housing project for each low-income unit.
2. The decision to grant, partially grant or deny an exemption shall be based on the public benefit of the specific project, the extent to which the applicant has sought other funding sources, the financial hardship to the project of paying the impact fees, the impacts of the project on public facilities and services, and the consistency of the project with adopted city plans and policies relating to low-income housing.
3. An exemption granted under this subsection must be conditioned upon requiring the developer to record a covenant approved by the director of planning and community development that prohibits using the property for any purpose other than for low-income housing. At a minimum, the covenant must address price restrictions and household income limits for the low-income housing, and require that, if the property is converted to a use other than for low-income housing as defined in the covenant, the property owner must pay the applicable fees for transportation improvements in effect at the time of any conversion. Covenants required by this subsection must be recorded with the Snohomish County Auditor.
4. For purposes of this section, low-income housing is defined as any housing with a monthly housing expense, that is no greater than thirty percent of fifty percent of the median family income adjusted for family size, for Everett, as reported by the United States Department of Housing and Urban Development.

Section 7. Section 6 of Ordinance No. 3396, as amended (EMC 18.44.060), regarding "Impact fee schedule--Exemptions" for School District Impact Fees, which reads as follows:

The city council may, on a case-by-case basis, grant exemptions to the application of the fee schedule for low income housing in accordance with the conditions specified under RCW 82.02.060(2). To qualify for the exemption, the developer shall submit a petition to the planning and community development director for consideration by the council prior to application for building permit. Conditions for such approvals shall meet the requirements of RCW 82.02.060(2) and include a requirement for a covenant to assure the project's continued use for low income

housing. The covenant shall be an obligation that runs with the land upon which the housing is located, and shall be recorded against the title of the real property.

Is hereby amended to read as follows:

A. The city council may, on a case-by-case basis, grant exemptions to the application of the fee schedule for low income housing in accordance with the conditions specified under RCW 82.02.060(2). To qualify for the exemption, the developer shall submit a petition to the planning and community development director for consideration by the council prior to application for building permit. Conditions for such approvals shall meet the requirements of RCW 82.02.060(2) and include a requirement for a covenant to assure the project's continued use for low income housing. The covenant shall be an obligation that runs with the land upon which the housing is located, and shall be recorded against the title of the real property.

B. The city may, on a case-by-case basis, grant a partial exemption of not more than eighty percent of school impact fees, with no explicit requirement to pay the exempted portion of the fee from public funds, for low-income housing units, pursuant to the following:

1. The Mayor, or designee, after approval by the applicable school district, may grant an exemption to a low-income housing project for each low-income unit.
2. The decision to grant, partially grant or deny an exemption shall be based on the public benefit of the specific project, the extent to which the applicant has sought other funding sources, the financial hardship to the project of paying the impact fees, the impacts of the project on school facilities and services, and the consistency of the project with adopted city plans and policies relating to low-income housing.
3. An exemption granted under this subsection must be conditioned upon requiring the developer to record a covenant approved by the director of planning and community development that prohibits using the property for any purpose other than for low-income housing. At a minimum, the covenant must address price restrictions and household income limits for the low-income housing, and require that, if the property is converted to a use other than for low-income housing as defined in the covenant, the property owner must pay the applicable impact fees in effect at the time of any conversion. Covenants required by this subsection must be recorded with the Snohomish County Auditor.
4. For purposes of this section, low-income housing is defined as any housing with a monthly housing expense, that is no greater than thirty percent of fifty percent of the median family income adjusted for family size, for Everett, as reported by the United States Department of Housing and Urban Development.

Section 8. Section 9 of Ordinance No. 3396, as amended (EMC 18.44.090), regarding "Collection and transfer of fees" for School District Impact Fees, which reads as follows:

A. School impact fees shall be due and payable to the city by the developer at the time of issuance of residential building permits for all developments. The city may make alternative arrangements with a school district for collection of impact fees, provided payment is made prior to the issuance of residential building permits for all developments.

B. Districts eligible to receive school impact fees required by this chapter shall establish an interest-bearing account and method of accounting for the receipt and expenditure of all impact fees collected under this chapter. The school impact fees shall be deposited in the appropriate district account within ten days after receipt, and the receiving school district shall provide the city with a notice of deposit.

C. Each district shall institute a procedure for the disposition of impact fees and providing for annual reporting to the city that demonstrates compliance with the requirements of RCW 82.02.070, and other applicable laws.

Is hereby amended to read as follows:

A. School impact fees shall be due and payable to the city by the developer at the time of issuance of residential building permits for all developments, except as provided in EMC 18.44.090(B). The city may make alternative arrangements with a school district for collection of impact fees, provided payment is made prior to the issuance of residential building permits for all developments.

B. The deferral of school impact fees shall be allowed only for single-family attached and detached construction being constructed by an applicant having a contractor registration number or other unique identification number and in accordance with the following:

1. For this subsection:
   (a) "Applicant" includes an entity that controls, is controlled by, or is under common control with the applicant.
   (b) "Common control" means two or more entities controlled by the same person or entity.
   (c) "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting shares, by contract, or otherwise.
2. An applicant wishing to defer the payment of school impact fees shall:
   (a) Submit a signed and notarized deferred fee application and completed lien form concurrent with the building permit application for the building subject to the fee; and
   (b) Submit a certification that the applicant has requested no more than a total of twenty deferred impact fee requests in the calendar year within the city; and
   (c) Pay a non-refundable $250.00 administration fee for each unit or lot of a single development project for which the deferral of the fee is requested.
3. The lien shall:
   (a) Be in a form approved and provided by the city;
   (b) Be signed by all owners of the property, with all signatures acknowledged as required for a deed;
   (c) Include the legal description, property tax account number, and address for each lot or unit the lien will encumber;
   (d) Be binding and subordinate on all successors in title after the recording;
   (e) Be junior and subordinate to a first mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees, but in no case shall the lien be in less than second place;
4. The lien shall be recorded by the applicant, at their own expense, and a conformed copy of the recorded document shall be provided to the city prior to the issuance of the building permit that is subject to the impact fee.
5. Each applicant eligible to defer impact fees shall only be entitled to annually receive deferrals for no more than a total of twenty building permits within the city.
6. The applicant shall be responsible for the payment of all recording fees.
7. The deferred impact fee shall be paid in full prior to whichever of the following occurs first:
   (a) The closing of the first sale of the property occurring after the issuance of the applicable building permit for which the fees were deferred; or
   (b) Eighteen months from the date of building permit issuance.
8. If the building for which the deferral of the impact fee is requested is located within a subdivision, unit lot subdivision or short subdivision, the subdivision, unit lot subdivision or

short subdivision shall be recorded prior to recording the lien for impact fees and issuance of the building permit.

9. After the applicant has paid all deferred impact fees, the applicant is responsible for submitting a lien release application to the city. The applicant, at their own expense, will be responsible for recording lien releases.

10. Compliance with the requirements of the deferral option shall constitute compliance with subdivision or short subdivision conditions pertaining to the timing of the impact fee payment.

11. If deferred impact fees are not paid in accordance with terms authorized by state law and this section, the City may initiate foreclosure proceedings for the unpaid impact fees and all costs associated with the collection of the unpaid impact fees.

12. If the city does not institute foreclosure proceedings for unpaid school impact fees within forty-five days after receiving notice from a school district requesting that it do so, the district may institute foreclosure proceedings with respect to the unpaid impact fees.

13. A request to defer school impact fees under this section may be combined in one application with a request to defer transportation impact fees under EMC 18.36.060 or transportation fees under EMC 18.40.140.

~~B~~C. Districts eligible to receive school impact fees required by this chapter shall establish an interest-bearing account and method of accounting for the receipt and expenditure of all impact fees collected under this chapter. The school impact fees shall be deposited in the appropriate district account within ten days after receipt, and the receiving school district shall provide the city with a notice of deposit.

~~C~~D. Each district shall institute a procedure for the disposition of impact fees and providing for annual reporting to the city that demonstrates compliance with the requirements of RCW 82.02.070, and other applicable laws.

Section 9. 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 10. 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 11. 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 12. 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:_____

Planning and Community Development
2930 Wetmore Ave., Suite 8-A
Everett, WA 98201
www.everettwa.gov

STAFF REPORT

Agenda Subject:	Impact Fee Deferral and Exemptions	**Report Date:** 6/14/2016
Project #:	**REVV16-002**	**Meeting/Hearing Date:** 6/21/2016
Staff Contact:	David Stalheim	**Decision (Advisory) Body:** Planning Commission
Attachments: Resolution Impact Fees Handout		
Recommendation: Approval of Resolution		

BACKGROUND SUMMARY

APPLICANT:	City of Everett
REQUEST:	This is an application to amend the following chapters of the Everett Municipal Code: • Chapter 18.36, Small Project Impact Fee • Chapter 18.40, Transportation Mitigation • Chapter 18.44, School District Impact Fees The amendments would address requirements set forth by the 2015 state legislature in ESB 5923 regarding a fee deferral system for new single-family detached and attached residential construction. The amendments would also address an option to exempt up to 80% of impact fees for low-income housing.
LOCATION:	City-wide
EXISTING USE:	This proposal affects all land uses in the city.
COMPREHENSIVE PLAN DESIGNATION:	This proposal affects all comprehensive plan designations in the city.
SHORELINE DESIGNATION:	Not applicable
ZONING DESIGNATION:	This proposal affects all comprehensive plan designations in the city.
SEPA STATUS:	This proposal is exempt from SEPA pursuant to WAC 197-11-800(19).

PROPOSAL DETAILS

FURTHER DESCRIPTION OF PROPOSAL:	**Single-Family Impact Fee Deferral:** The proposal to address ESB 5923 (single-family impact fee deferral). The proposal was modified from the initial draft presented to the Planning Commission at the May 17th workshop. The modifications include:

	• Removal of the requirement to make payment at time of final inspection or certificate of occupancy. Payment under the proposed ordinance is based on closing of the first sale of the property or 18 months from the issues of the building permit, whichever comes first. • Adding a certification that the applicant has not requested more than 20 deferrals in one year, consistent with Snohomish County's amendment. The City is also proposing a $250 administrative fee (each unit) for the deferral. **Low-income Housing 80% Exemption:** The proposal includes an exemption from impact fees for low-income housing. The proposal includes: • Exempt 80% of impact fees for low-income housing. • The 100% exemption would still be allowed for low-income housing, but backfilling the funds exempted would be required. • Low-income housing, for this purpose, defined as housing provided to those households earning 50% of area median income (AMI) or less. (A two-person household would have to earn $36,150 or less, and rents would have to be no more than $791 for a studio or $847 for a 1-bedroom, based on 2016 income and rent limits.) • Decision to approve exemption based on demonstrated financial need and community benefit. • Exemption approval is an administrative decision (Mayor or designee). • School district exemptions would require approval by the school district. • Any exemption approved would require recording of a low-income housing covenant to ensure ongoing compliance.

PUBLIC COMMENT

PUBLIC/AGENCY NOTICE:	Notice was provided to interested parties, including the builder association, school districts, affordable housing developers, neighborhoods and Snohomish County.
COMMENT LETTERS:	No comments have been received at the time of writing this report
KEY ISSUES SUMMARY:	None
STAFF RESPONSE:	n/a

DECISION CRITERIA

SOURCE:	Chapter 82.02 RCW authorizes cities that plan under the Growth Management Act (GMA) to impose impact fees on development activity.

	Impact fees in Everett are collected for public streets and roads (Chapters 18.36 and 18.40), and for school facilities (Chapter 18.44).
CRITERION:	Impact Fee Deferrals: Section 82.02.050(3)(a)(i) requires the city to adopt and maintain a system for the deferred collection of impact fees for single-family detached and attached residential construction by September 1, 2016. The deferral system offered by the City must include one or more of the following options for when payment would be due: 1. Final inspection; 2. Issuance of the certificate of occupancy or equivalent certification; and/or 3. The closing of the first sale of the property. Deferral of these fees is for 18 months from issuance of the building permit and can be limited to the first 20 single-family homes. Any deferral must grant and record a lien against the property in favor of the City. The City may collect a reasonable administrative fee from the applicant seeking the deferral. Impact Fee Exemption: Section 82.02.060(3) authorizes the city to provide an exemption of not more than eighty percent of impact fees for low-income housing with no explicit requirement to pay the exempted portion of the fee from public funds. An exemption under this provision requires it to be conditioned to require the developer to record a covenant that prohibits use of the property for any purpose other than for low-income housing. The covenant must address price restrictions and household income, and that if the property is converted to a use other than for low-income housing, the property owner must pay applicable impact fees in effect at the time of conversion. A school district who receives school impact fees must approve any exemption under this section.

EXISTING PLAN REVIEW

GROWTH MANAGEMENT ACT:	The Growth Management Act includes goals and requirements that address housing, public facilities and services. **GMA Planning Goals:** (4) Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock. (12) Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards. **GMA Requirements:** "A housing element ensuring the vitality and character of established residential neighborhoods that: (a) Includes an inventory and analysis of existing and projected housing needs that identifies the number of housing units necessary to manage projected growth;... (c) identifies sufficient land for housing, including, but not limited to, government-assisted housing, housing for low-income families, manufactured housing, multifamily housing, and group homes and foster care facilities; and (d) makes adequate provisions for existing and projected needs of all economic segments of the community." 36.70A.070(2) "A capital facilities plan element consisting of: ...(d) at least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes; and (e) a requirement to reassess the land use element if probable funding falls short of meeting existing needs..." 36.70A.070(3) "...local jurisdictions must adopt and enforce ordinances which prohibit development approval if the development causes the level of service on a locally owned transportation facility to decline below the standards adopted in the transportation element of the comprehensive plan..." 36.70A.070(6)(b)
COMPREHENSIVE PLAN:	**Housing Element:** **Policy 4.3.1** Consider providing additional incentives to housing developers and homebuilders in return for providing housing that is affordable to lower and moderate income households. **Policy 4.3.2** Consider inclusionary housing measures, as appropriate, along with affordable housing incentives as necessary to promote affordable housing in the Everett Planning Area. **Policy 4.3.7** Consider a variety of infrastructure funding alternatives

	in order to identify measures that minimize the costs of housing production and increase housing opportunities for low to moderate income households. **Policy 4.8.2** Continue to make use of available public and private resources to subsidize housing costs for low income households and special needs populations within the Everett Planning Area, within the financial capabilities of the city. **Policy 4.8.6** Review existing programs and/or establish new programs for assisting low income households and special needs populations to afford safe and decent housing, within the financial capabilities of the city. **Implementation Measure A.7.** Reduce the use of impact fees for projects providing affordable housing or, within the financial capability of the City, subsidize impact mitigation fees for construction of low and moderate income housing units. **Transportation Element:** "A key GMA planning requirement is the concept of fiscal restraint in transportation planning....The Transportation Element proposes $425-456 million in transportation investments over the next 20 years....The revenue sources assumed by the City include outside sources (e.g., WSDOT funding) and grants, and City sources, including general city funds, impact fees, transit fares, and gas tax receipts. If Everett were able to maintain this level of revenue, the City could afford around $360 million in transportation projects over the next 20 years, which is less than the total project costs identified."

DISCUSSION

CONSISTENCY WITH PLANS:	The proposal for impact fee deferral and exemptions appears to be consistent with the city's comprehensive plan. In fact, multiple policies in the housing element address incentives, subsidies, new programs and reduction of impact fees. The transportation element addresses the fiscal reality that the element identifies more needs than funding being available. The exemption of impact fees for low-income housing would increase that gap, rather than narrow it. This does not create a consistency issue since there already is a gap, but the exemption has the potential to add to that gap. The single-family deferral proposal does not raise any consistency issues.
IMPACTS AND CONSIDERATIONS OF PROPOSAL:	**Low-income Housing Exemption:** The exemption of impact fees raises concerns for lost revenue necessary to address capital needs of our transportation system and schools. This becomes a balancing question with the need for affordable housing for very low-income populations.

	The proposal, as drafted, does not grant an automatic impact fee exemption, and the exemption is constrained to lower income groups (50% AMI or below) than what is allowed under state law (80% AMI or below). Each exemption will need to demonstrate the financial need and community benefit. The decision to grant the exemption rests with the Mayor or designee, with school district approval required for a school district exemption. For school districts, at the current time there is not an impact fee charged for studio and 1-bedroom units in multi-family projects. Many very low-income housing projects will include that size unit, resulting in no impact to school district funds. However, it is possible that 2+ bedroom units targeting that income group could be proposed. School districts would have to weigh the financial need and community benefit as part of their decision making process. **Timing of Fee Payment:** Allowing the fee to be paid after the building permit process has been concluded introduces some risks to the city and schools for collection of the fees. If the building is not sold after it is completed, the city would trigger payment at 18 months from issuance of the building permit. If the fees are not paid, the only enforcement option the city will have is to send the matter to collections or foreclosure proceedings.
ALTERNATIVES AND OPTIONS (TO) CONSIDER(ED):	Alternatives to consider could include: 1. Scope of Impact Fee Deferral: At the Planning Commission workshop, members asked whether consideration was given to expanding the deferral option to include more single-family units (>20 units), multifamily housing, commercial and industrial development. The proposal was drafted to comply with state legislation and to meet the September 1st deadline. Expansion of the program has not been requested from anyone at the time, but consideration might be given to targeting certain areas or development to meet other community objectives. 2. Impact Fee Exemption Proposal: The impact fee exemption for affordable housing is not a mandate and could be rejected. During the initial drafting of this exemption, staff did provide the school districts with an opportunity to comment. While comments on the final ordinance have not been received, little has changed from the original proposal and school objections may still be raised. Their concerns expressed in early May was the cost of providing additional classrooms is real and immediate and impact fees cover a small portion of the costs.

	School impact fees are currently not charged for studio and 1-bedroom units, which could be the majority of low-income units at 50% AMI or below. However, there is also a need for 2- and 3-bedroom family units at this income level, which would be subject to the impact fee. Providing stable, affordable housing for low-income families with children should be a shared goal of the city and school districts. Any approval of a school impact fee exemption cannot occur without first being approved by the school district. The proposed ordinance provides low-income housing developers with the opportunity to make that request. 3. Administrative Fees: The proposal, as originally drafted, is not clear on whether the $250 per lot administrative fee would be charged for both the school deferral and the transportation deferral, assuming that a builder would apply for both. Alternative language is provided in the recommendation. At the Planning Commission workshop, members also asked whether the fees were necessary to cover costs. Follow up took place with building and public works staff, and they confirmed that the fees were necessary to cover costs, including intake of the application, data entry, monitoring and enforcement. 4. Timing for Collection: The city could consider going back to collecting the deferred impact fees at the first action, whether that is final building permit, certificate of occupancy, sale of the property, or 18 months from issuance of the building permit.

RECOMMENDED ACTION/MOTION:

Adopt Resolution No. 16.0_, including Exhibit A which includes the following changes to the ordinance circulated for public review:

For each chapter, add a clause as follows:

"A request to defer [insert fee name from each chapter] under this section may be combined in one application with a request to defer [insert other fee names and references]."

MASTER BUILDERS ASSOCIATION
of King and Snohomish Counties

335 116th Avenue SE | Bellevue, Washington 98004
t: 425.451.7920 f: 425.646.5985 | masterbuildersinfo.com

June 16, 2016

City of Everett Planning Commission

Re: Draft Impact Fee Deferral

Dear Commissioners,

On behalf of the Master Builders Association of King and Snohomish Counties and its 2,800 members, I am writing to address the terms proposed around Impact Fee Deferrals for new single-family detached and attached residential construction.

The proposed changes to defer collection of impact fees from application to "First Action" whichever of the following is first to occur: 18 months from permit issue, closing first sale of property, final inspection or certificate of occupancy, allows for deferral to completion of the project.

Under the proposed language, upon filing for deferred payment of impact fees, a $250 administrative will be collected per unit, the associated fee for filing a lien on the property is approximately $75 and $50 for a lien release. As an example, approximately $400 in administrative fees will be collected to defer a $2400 Traffic Impact Fee. Although it isn't clear, a similar cost could also be duplicated for School Impact Fees depending on your decision. These costs will disincentivize use of the Impact Fee Deferral program.

We encourage you to consider an alternative in which Impact Fee Deferrals are processed on a project basis rather than per unit, and where School and Traffic Impact Fees are processed collectively with one fee, rather than a fee for each.

In the current economy, the recommendations outlined below will further the city's goal to encourage economic development while also keeping housing affordable. Please consider the following during your deliberations:

- one $250 administrative fee per project
- processing deferral of both School and Traffic Impact Fees collectively, with assessing one fee for both
- increase or remove all together the maximum of 20 deferrals per developer or builder per annual cycle
- extend the Impact Fee Deferral program to multifamily development within a defined zone

The MBA appreciates this opportunity to comment on the proposed impact fee ordinances and thanks each of you for your efforts, analysis and careful consideration.

Please do not hesitate to contact me with any questions at (425) 460-8204 or asievers@mbaks.com.

Sincerely,

Angie Sievers

Angie Sievers
Snohomish County External Relations and Government Affairs

CC: David Stalheim, Long Range Planning Manager

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Appoint members to the Pro/Con Charter Amendment Ballot Committees

	Briefing	COUNCIL BILL #	
	Proposed Action	Originating Department	Legal
	Consent	Contact Person	Jim Iles
7/27/2016	Action	Phone Number	425 257-7017
	First Reading	FOR AGENDA OF	July 27, 2016
	Second Reading		
	Third Reading		
	Public Hearing		
	Budget Advisory		

Initialed by:
Department Head
CAA
Council President

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
	July 13, 2016 Adoption of Ordinance 3502-16		Administration, Legal

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

DETAILED SUMMARY STATEMENT:

On July 13, 2016, the City Council adopted Ordinance 3502-16 approving changes to the City Charter to be considered as ballot Charter amendments on the November 8, 2016, General Election. In order to place these measures on the ballot, the City is to participate in the County's Local Voters' Pamphlet. As part of that process, the City Council is to appoint up to three members for both:

- A pro committee to write a statement for the measures and a rebuttal to the con committee's statement;
- A con committee to write a statement against the measures and a rebuttal to the pro committee's statement.

Snohomish County Elections will communicate and work directly with the pro/con committee members once appointed. The appointments are to be submitted to the County no later than August 2nd.

Because of the August 2nd tight deadline, the committee candidates are still being assembled. However, staff will provide the actual names for consideration of Council appointment prior to the July 27th Council meeting.

RECOMMENDATION (Exact action requested of Council):

Appoint members to the Pro/Con Charter Amendment Ballot Committees.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Amendment No. 1 to Professional Services Agreement with The Gordian Group, Inc.

____	Briefing	COUNCIL BILL #	
____	Proposed Action	Originating Dept.	Finance/Purchasing
____	Consent	Contact Person	Clark Langstraat
x	Action	Phone Number	425-257-8901
____	First Reading	FOR AGENDA OF	July 27, 2016
____	Second Reading		
____	Third Reading		
____	Public Hearing		

Initialed by:
Department Head ____
CAA dlb
Council President ____

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
	Original Agreement, 6/21/14	Amendment No. 1	Purchasing, Legal

Amount Budgeted	$150,000	
Expenditure Required	$150,000	Account Number(s): Various
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:
In 2014 the City engaged The Gordian Group to assist in developing and managing a Job Order Contracting (JOC) program. The program went live in July 2015. To date nearly 40 JOC projects with a total value of just over $2 million have been completed or are in progress and Gordian has been paid approximately $123,000 for their services. This amendment extends the agreement with Gordian for an additional year with the same terms and fee structure.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with The Gordian Group, Inc. at an estimated annual cost of $150,000.

AMENDMENT NO. _1_
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EVERETT
AND THE GORDIAN GROUP, INC.

This Amendment No. 1 is dated for reference purposes June 14, 2016. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington ("City") and The Gordian Group, Inc. ("Service Provider").

RECITALS

A. The City and Service Provider are parties to the Professional Services Agreement dated July 21, 2014 (the "Agreement").

B. The City and the Service Provider desire to amend the Agreement for the purpose of extending the term of the agreement.

AGREEMENT

The City and Service Provider agree as follows:

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

   Time of Beginning and Completion of Performance: This Agreement shall commence as of the date of execution of this Agreement and shall be completed by November 30, 2016.

2. Regardless of the date(s) on which this Amendment is signed by the parties, the parties agree that the Agreement has been continuously in effect since July 21, 2014.

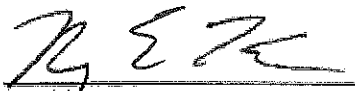
3. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

CITY OF EVERETT
WASHINGTON

By: _____
Ray Stephanson, Mayor

_____
Date

The Gordian Group, Inc.

Signature: 
Typed/Printed Name: Roy E. Kemper
Title: Chief Financial Officer

July 15, 2016
Date

ATTEST:

Sharon Fuller, City Clerk
Date: _____

APPROVED AS TO FORM:

James D. Iles, City Attorney
Date: _____

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

A resolution waiving competitive bidding requirements and authorizing the purchase of a McCloskey 516R-T Track Mounted Trommel Screen from Northwest Equipment Systems, LLC

____	Briefing
____	Proposed Action
____	Consent
x	Action
____	First Reading
____	Second Reading
____	Third Reading
____	Public Hearing

COUNCIL BILL #	
Originating Department	Finance/Purchasing
Contact Person	Clark Langstraat
Phone Number	425-257-8901
FOR AGENDA OF	July 27, 2016

Initialed by:

Department Head	
CAA	db
Council President	

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
		Resolution	Public Works, Purchasing

Amount Budgeted	$223,860.00	
Expenditure Required	$223,860.00	Account Number(s): MV6H0061-41-N-640
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Public Works has a need to replace their 19-year old trommel screen. This equipment is used to screen and sort waste soil for recycling and re-use. McCloskey is the only manufacturer offering a self-propelled unit of acceptable size with a 180-degree output conveyor. Northwest Equipment Systems is the only authorized McCloskey dealer serving Washington.

RECOMMENDATION (Exact action requested of Council):

Adopt a resolution waiving competitive bidding requirements and authorizing the purchase of a McCloskey 516R-T Track Mounted Trommel Screen from Northwest Equipment Systems, LLC for $223,860 including Washington State sales tax.

RESOLUTION NO._____

A RESOLUTION waiving public bidding requirements and approving the sole source purchase of a McCloskey 516R-T Trommel Screen from Northwest Equipment Systems, LLC.

WHEREAS, the City has the need to replace an aging trammel screen in use since 1997; and

WHEREAS, McCloskey is the only manufacturer known to provide a tracked, self-propelled unit that meets the City's requirements; and

WHEREAS, Northwest Equipment Systems, LLC is the only authorized McCloskey dealer in Washington State;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERETT that because there is clearly and legitimately only one source capable of supplying a trammel screen that meets the City's requirements; the City hereby waives competitive bidding requirements and authorizes the purchase a McCloskey 516R-T from Northwest Equipment Systems, LLC.

_____
COUNCIL MEMBER INTRODUCING RESOLUTION

PASSED AND APPROVED THIS ___ DAY OF July, 2016

_____
SCOTT MURPHY,
COUNCIL PRESIDENT

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Amendment No. 1 to the License Agreement to Use City Property with Dog Day Afternoon for the collection of leasehold excise tax

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

COUNCIL BILL #	
Originating Department	Parks
Contact Person	Jeff Price
Phone Number	425-257-7314
FOR AGENDA OF	July 27, 2016

Initialed by:
Department Head
CAA db
Council President

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Kasch Memorial Park & Phil Johnson Ballfields	Contract approval by Council on Dec 28, 2015	Amendment No. 1	Parks, Administration, Legal, Finance

Amount Budgeted	-0-	
Expenditure Required	-0-	
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

On December 28, 2015 City Council authorized the Mayor to enter into an agreement to use city property with Dog Day Afternoon for vending at Kasch Memorial Park and Phil Johnson Ballfields. The current agreement with Dog Day Afternoon does not include the provision for leasehold excise tax to be collected from the vendor. Amendment No. 1 authorizes the City to collect leasehold excise tax from Dog Day Afternoon's lease payments.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to the License Agreement to Use City Property with Dog Day Afternoon for the collection of leasehold excise tax.

LICENSE AMENDMENT NO. 1

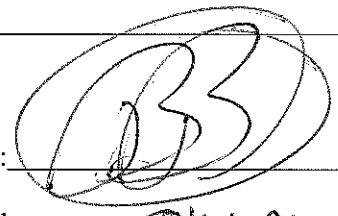
THIS LICENSE AMENDMENT No. 1 ("***Amendment***") is dated for reference purposes June 28, 2016, by and between the CITY OF EVERETT (the "***City***") and DOG DAY AFTERNOON ("***Tenant***"). This Amendment concerns the license between Tenant and the City dated _____, 20__ (the "***License***").

Accordingly, the parties agree as follows:

1. Leasehold Tax. The monthly fee under the License includes leasehold excise tax.

2. Full Force and Effect. The License remains in full force and effect without interruption, except as expressly modified by this Amendment.

3. Effective Date. The effective date of this Amendment is June 28, 2016, regardless of the date of signatures on this Amendment.

CITY OF EVERETT, a Washington municipal corporation _____ By: Ray Stephanson Title: Mayor Attest: _____ City Clerk Approved as to form: _____ City Attorney	**DOG DAY AFTERNOON** _____  By: _____ X Title: Owner X

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Professional Services Agreement with Alliant Employee Benefits to provide insurance brokerage and advisory services associated with employee benefit plans

	Briefing	COUNCIL BILL #	
	Proposed Action	Originating Department	Labor Relations/ Human Resources
	Consent	Contact Person	Sharon DeHaan
7/27/16	Action	Phone Number	425-257-8685
	First Reading	FOR AGENDA OF	July 27, 2016
	Second Reading		
	Third Reading		
	Public Hearing		
	Budget Advisory		

Initialed by:
Department Head
CAA db
Council President

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
		Professional Services Agreement	Labor Relations/ Human Resources Administration

Amount Budgeted	$80,850	
Expenditure Required	$80,850	Account Number(s): 508-5170000410
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:
The Professional Services Agreement with Alliant Employee Benefits will provide insurance brokerage and advisory services associated with employee benefit plans for the period of September 1, 2016 through August 31, 2019.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign the Professional Services Agreement with Alliant Employee Benefits to provide insurance brokerage and advisory services associated with employee benefit plans in the amount of $80,850 per year.

CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on this 1st day of August, 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 Alliant Employee Benefits, a division of Alliant Insurance Services, Inc., whose address is 1420 5th Avenue, Suite 1500, Seattle, WA 98101, hereinafter referred to as the "Service Provider."

WHEREAS, the City desires to engage Service Provider to perform ongoing consulting services in the area of employee health benefits as further described in the Attachment A for the City of Everett; and

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

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

1. **Engagement of Service Provider**. In a competent and professional manner, Service Provider shall provide the services as described on Attachment A (hereafter referred to as "Work"): Provide insurance brokerage and advisory services associated with employee benefits plans as described in Attachment A. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work between the City and Service Provider. If Service Provider's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider.

2. **Intellectual Property Rights**. Unless otherwise expressly agreed in writing, all intellectual property rights in works created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in works created by Service Provider prior to engagement, or not for its performance of this Agreement ("Prior Works"). If Service Provider uses any Prior Works in the Work delivered under this Agreement, the City agrees that Service Provider shall retain all right, title, and interest in and to such items; provided, however, that Service Provider grants the City a non-exclusive, non-assignable, perpetual, royalty-free license to use such items that are embedded in the Work and are required for the City's own internal use of the Work. Service Provider expressly represents and warrants that the Work shall be original and shall not infringe on another's copyright, or rights in trade or service marks. Service Provider agrees to defend and indemnify City from any and all claims and damages arising out of Service Provider's breach of this Agreement or any non-conforming Work created hereunder.

3. **Time of Beginning and Completion of Performance**. This Agreement shall commence as September 1, 2016 and shall be completed by August 31, 2019.

4. **Compensation**.

A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment, and incidentals necessary to complete the Work.

B. Service Provider shall be paid such amounts and in such manner as follows: For professional consulting services described under "Scope of Services" in Attachment A for the period from September 1, 2016 through August 31, 2019, a fee of $80,850 payable in twelve monthly installments of six thousand seven hundred thirty seven dollars and fifty cents ($6,737.50).

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

D. Total compensation, including all services and expenses, shall not exceed a maximum of terms as stated above.

E. If Service Provider fails or refuses to accept direction or carry out the reasonable directions of the City in performance of its work, the City may, in addition to any other remedy, withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

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

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

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

8. **Indemnification**.

A. To the extent of Service Provider's fault, breach of this Agreement, willful misconduct, or violation of law, Service Provider will defend and indemnify the City from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by Service Provider relating to, or arising out of its performance of, this Agreement. Service Provider will defend and indemnify the City whether a Claim is asserted directly against the City, or whether a Claim is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The amount of insurance obtained by, obtainable by, or required of Service Provider does not in any way limit Service Provider's duty to defend and indemnify the City. The City retains the right to approve Claims investigation and counsel assigned to said Claim which approval shall not be unreasonably denied or delayed, and all investigation and legal work regarding said Claim shall be performed under a fiduciary relationship to the City.

B. The Service Provider's obligations under this Section 8 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 8 shall apply only to the extent allowed by RCW 4.24.115.

C. Solely and expressly for the purpose of its duties to indemnify and defend the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

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

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

10. **Independent Contractor**.

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not

limited to, the requirements listed in this Section 10. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section 10, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

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

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

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

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

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

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

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

15. **Compliance with Federal, State, and Local Laws**. Service Provider shall comply with and obey all federal, state, and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

16. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 16.

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

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

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

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

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

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

23. **Notices**.

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

City of Everett
Attn.: Sharon DeHaan, Director of Human Resources
2930 Wetmore Avenue, Suite 5A
Everett, WA 98201

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

Service Provider
Attn.: Keith Robertson, Vice President
Alliant Employee Benefits
1420 5th Avenue, Suite 1500
Seattle, WA 98101
With a copy to
General Counsel
701 B Street, 6th Floor
San Diego, CA 92101

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

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

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date first above written.	*SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity*
CITY OF EVERETT, WASHINGTON _____ Ray Stephanson, Mayor _____ Date	*Corporation* _____ [Service Provider's complete Legal Name] By: _____ Typed/Printed Name: KEVIN QUERBEY Its: SEVP, Sr. MANAGING DIRECTOR Date: 6/29/16
ATTEST: _____ Sharon Fuller, City Clerk _____ Date	Partnership (general) _____ [Service Provider's Complete Legal Name] A Washington general partnership By: _____ Typed/Printed Name: _____ General Partner Date: _____
APPROVED AS TO FORM: _____ James D. Iles, City Attorney _____ 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: _____

ATTACHMENT A
Description of Services/Scope of Work

Plan Administration

The Contractor shall provide insurance brokerage and advisory services associated with employee benefit plans. Services to be provided include:

1. Assist the City in administering group insurance plans, responding to questions from and providing information to staff representatives, settling claim disputes and other oversight services during the course of the programs.

2. Represent the City in negotiations with carriers on all issues, including those related to premiums, benefit levels, plan design and special terms and conditions.

3. Meet with and provide reports to various City representatives, when requested by the City, including the City Council, City administration, employee groups and City staff.

4. On an annual basis, review benefit plan designs, recommend and provide information on plan design changes including any mandated design changes and provide assistance with annual open enrollment communication pieces.

5. Act as an intermediary on the City of Everett's behalf with the underwriting community and marketing activities, analyzing options and proposing recommendations.

6. Assist the City in plan design, financial analysis and implementation for state mandated retiree coverage.

Financial Analysis, Monitoring and Planning

1. Assist in the development of a long-term strategic plan for the benefits program which includes objectives and initiatives to reduce and control health plan expenditures while retaining a competitive benefits program.

2. Provide an ongoing actuarial analysis of plan financial experience, claims experience and future funding requirements as a basis for the strategic plan development.

3. Provide annual, quarterly and monthly analyses and reporting that includes:
   - Claims, enrollment, and demographic data collection
   - Claims experience (actual versus expected)
   - Analysis of historical data to develop and validate trends
   - Analysis of utilization and contracted savings in the PPO self-insured plan option
   - Calculation of appropriate reserve levels for self-insured plan options on an ongoing basis
   - Calculation of prospective employee contributions

- Assist in determination of funding rates for the following plan year no later than July 1 of each year.
- Determine funding requirements to develop a long term strategic plan for the benefits program

4. Compare premium rates and employee contributions to local, regional or state public sector norms.

Compliance

1. Provide updates and ongoing assistance with federal and state reporting, regulations, compliance and contract requirements as mandated by outside agencies.

2. Develop procedures to ensure its benefit programs are in good legal standing.

3. Research and advise the City of new developments in employee benefit programs on an ongoing basis

Employee Communications and Claims Resolution Support

1. Assist the City with the implementation and communication of new programs or changes to existing programs, which will include attending various meetings.

2. Coordinate with City representatives on employee relations issues concerning group insurance and benefit programs

Annual Renewals

1. Provide and negotiate annual renewals from carriers to include the projection of expenses and rates for active employees, retirees and COBRA participants for the next calendar year.
2. Prepare Request for Proposals (RFP's) for City benefit plans and for stop-loss coverage. This includes evaluating the responses and recommending changes to the City based on the RFP findings

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), or Teachers' Retirement System (TRS)? ☐ 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), or Teachers' Retirement System (TRS)? ☐ 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), or Teachers' Retirement System (TRS)? ☐ 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), or Teachers' Retirement System (TRS)? ☐ 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), or Teachers' Retirement System (TRS)? ☐ Yes ☐ No

Service Provider Name: Alliant Insurance Services
Service Provider Phone Number: 206-204-9100

Signature: _____ Printed Name: KEVIN OVERBEY Title: SEVP, SR MANAGING DIRECTOR

(Retirement Form Approved by City Attorney's Office January 1, 2010)

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
A Resolution authorizing recovery of abatement costs pursuant to EMC 1.20.090 at 1405 Hoyt Avenue

____	Briefing	COUNCIL BILL #	
____	Proposed Action	Originating Dept.	Code
____	Consent	Contact Person	Kevin Fagerstrom
____	Action	Phone Number	(425) 257-8565
____	First Reading	FOR AGENDA OF	July 27, 2016
____	Second Reading		
____	Third Reading		
____	Public Hearing		
____	Budget Advisory		

Initialed by:
Department Head ____
CAA db
Council President ____

Location

Preceding Action

Attachments
Resolution, Summary of Activities, Report of Expenses, Hearing Examiner Order, Contractor's Invoice, Notice of Payment Due, Notice of Council Hearing, Photos

Department(s) Approval
Legal, Code Enforcement

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

DETAILED SUMMARY STATEMENT:
The Everett Municipal Code (Section 1.20.090) authorizes the City to abate code violations and recover the abatement costs. On December 4, 2014, the City's Hearing Examiner held that code violations existed at 1405 Hoyt Avenue. The Examiner required the property owner to remove discarded bagged garbage, broken furniture, and shopping carts visible to the public or neighbors, and to provide approved electrical service to the occupied structure on site. The Examiner also imposed a penalty of $4000. The violations were not abated in accordance with the Order and 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 July 27, 2016, in the amount of the outstanding costs of abatement and the penalty imposed by the Examiner, which total $7,483.26.

RECOMMENDATION (Exact action requested of Council):
Adopt a Resolution authorizing recovery of abatement costs pursuant to EMC 1.20.090 at 1405 Hoyt Avenue.

RESOLUTION NO.

A RESOLUTION authorizing recovery of abatement costs pursuant to EMC 1.20.090 at 1405 Hoyt Avenue, 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 December 4, 2014, the City of Everett Violations Hearing Examiner issued an Order against the property owner Shane E. Brend (the "Owner") for EMC and IPMC violations at 1405 Hoyt Avenue (the "Property"), parcel number 00438529300300, and abbreviated legal description:

EVERETT DIV R PLAT OF BLK 293 D-00 – LOTS 3 & 4

WHEREAS the Owner failed to abate the violations, including removing the discarded bagged garbage, broken furniture and shopping carts from the site and providing approved electrical service to the occupied structure on the Property by the date set by the Order;

WHEREAS, the City, through a contractor, conducted the abatement and secured the structure from trespass on May 2, 2016;

WHEREAS, the City incurred costs in the amount of $3,483.26 in its abatement of the violations and the Hearing Examiner imposed a penalty of $4,000.00 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
1405 Hoyt Avenue

10/13/14:	Violation Citation and Notice of Condemnation are issued for violations of the City's EMC for accumulation of uncontained bagged garbage and broken furniture on the property and an occupied residential structure without required electrical service.
10/13/14:	The Violation Citation and Condemnation Notice are posted on the property.
11/04/14:	Everett Police and Code Enforcement Officer inspect property on continued nuisance complaints.
12/04/14:	Hearing. Hearing Examiner imposes a $4000.00 repeat violator fine, due by 12/19/14, and sets a deadline of 12/14/14 for abatement of violations.
03/11/15:	Inspection reveals violations remain on the Property.
01/19/16:	30 Day Warning Letter sent to owner to abate violations on Property.
03/14/16:	Notice and Order to Correct Violation Improper Solid Waste Handling letter from Snohomish Health District sent to the owner.
05/02/16:	Search Warrant served on the owner of the Property
05/02/16:	Abatement completed by Combined Construction, Inc.
06/08/16:	Notice of abatement cost sent via regular, certified mail and posting.
07/11/16:	Notice of Council Hearing is sent certified and posted on property.
07/27/16:	Council Hearing.

Everett Police Department
Code Enforcement Unit

July 27, 2016

City of Everett – Code Enforcement Unit
Hearing Examiner Order dated December 4, 2014
Abatement of violations for property located at: 1405 Hoyt Avenue, Everett, Washington

Itemized Statement for: Shane E. Brend
Case #: CE14-0685
Abatement Date: May 2, 2016

1) City of Everett Fees for abatement costs incurred:

Hearing Examiner Fine	$4000.00
Abatement of violations (Combined Construction, Inc & Pratt Pest Management)	$3,483.26
Total:	**$7,483.26**

CITY OF EVERETT Violations Hearing Examiner

City of Everett, a Washington Municipal Corporation, Petitioner, vs. Shane E. Brend 1405 Hoyt Avenue Everett, Washington 98201 Respondent	)	Case No: CE14-0685 **FINAL** FINDINGS OF FACT, CONCLUSIONS OF LAW AND DEFAULT ORDER OF THE HEARING EXAMINER

INTRODUCTION

A hearing on the above captioned matter was held before the Hearing Examiner of the City of Everett on December 4, 2014. At the hearing, the following presented testimony and evidence:

Spring Wathen, City of Everett Code Enforcement Officer
Kevin Fagerstrom, City of Everett Code Enforcement Officer

EXHIBITS

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

Exhibit 1a-1b	Inspection Photos dated November 6, 2014
Exhibit 1c-1d	Inspection Photos dated October 14, 2014
Exhibit 1e-1i	Inspection Photos dated October 13, 2014
Exhibit 2	Proposed Order as submitted by the City of Everett Code Enforcement Unit dated December 4, 2014
Exhibit 3	Violation Citation dated October 13, 2014 with unclaimed mail receipts
Exhibit 4	Declaration of Service dated October 13, 2014
Exhibit 5	Final Findings of Fact, Conclusions of Law and Default Order of the Hearing Examiner Case #CE13-0747 dated December 5, 2013
Exhibit 6	Final Findings of Fact, Conclusions of Law and Default Order of the Hearing Examiner Case #CE14-0210 dated June 12, 2014
Exhibit 7	Email from Marcy Staats dated October 13, 2014
Exhibit 8	Notice of Condemnation dated October 13, 2014 with unclaimed mail receipts
Exhibit 9	Condemnation Placard dated October 13, 2014
Exhibit 10	Declaration of Service dated October 13, 2014 with photos

Exhibit 11	Amended Notice of Condemnation dated October 13, 2014 with unclaimed mail receipts
Exhibit 12	Declaration of Service dated October 14, 2014 with photos
Exhibit 13	Email from Kevin Fagerstrom dated November 5, 2014
Exhibit 14	Email from Marcy Staats dated November 24, 2014
Exhibit 15	Snohomish County Assessors Record dated November 25, 2014
Exhibit 16	Go Sync Maps
Exhibit 17	Exhibit List dated December 4, 2014

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. Shane E. Brend, Respondent, is the owner of record of the property at 1405 Hoyt Avenue, Everett, Washington (property). The property is in an R-2 Single Family Medium Density zone as established by the City of Everett. *(Exhibit #15, Snohomish County Assessors Record dated November 25, 2014) (Exhibit #16, Go Sync Maps)*

2. On December 5, 2013, twelve months prior to the hearing date on the instant violation, an Order was issued by the Everett Hearing Examiner that included findings that the Respondent had violated ordinances of the City of Everett on the property. Included in the Order was a requirement that the Respondent maintain the property free of nuisances including trash, garbage, litter and rubbish. The Order also required the Respondent to properly dispose of garbage on a weekly basis and that approved garbage containers with tight fitting lids were to be used to store garbage and refuse on the property. The Order established a fine of $500.00 of which $300 was suspended upon compliance with the Order. The amount of the fine due is unpaid and has been assigned to an agency for collection. *(Exhibit #5, Final Findings of Fact, Conclusions of Law and Default Order of the Hearing Examiner Case #CE13-0747 dated December 5, 2013) (Testimony of Code Enforcement Officer Wathen)*

3. On June 12, 2014, six (6) months prior to the hearing date for the instant violation, an Order issued by the Everett Hearing Examiner found the Respondent had again violated a nuisance ordinance of the City of Everett on the property. The Order required the Respondent to either properly store or remove and properly dispose of all bagged garbage, household items and personal items discarded on the property and to maintain the property in a clean, safe, secure and sanitary condition. The Order further required that the Respondent immediately remove all occupants of any unpermitted dwelling unit on the property. The Order established a fine of $500.00 for violation of EMC 8.20.020(A). The unpaid fine of the June 12, 2014 Order has been assigned to an agency for collection. *(Exhibit #6, Final Findings of Fact, Conclusions of Law and Default Order of the Hearing Examiner Case #CE14-0210 dated June 12, 2014) (Testimony of Code Enforcement Officer Wathen*

4. On October 13, 2014, City of Everett Code Enforcement (ECE) Officer Spring Wathen inspected the property and observed and photographed that three bags of garbage had been discarded near garbage containers in the alley. She also observed broken furniture that had been discarded on the front porch of the residential structure on site and four shopping carts that had been placed on the sidewalk in front of the property. Such violations are an annoyance and disrupt and injure the comfort, repose, health and safety of others. The entire community is affected by the activity. ECE Officer Wathen learned that the electrical service to the property had been shut off since June 24, 2014 but the water service remained current. *(Exhibit #1e-1i, Inspection Photos dated October 13, 2014) (Exhibit #, Email from Marcy Staats dated October 13, 2014) (Testimony of Code Enforcement Officer Wathen)*

5. On October 13, 2014, a violation citation was issued to the Respondent as repeat violator for violations of International Property Maintenance Code (IPMC) 308.2 Disposal of Rubbish as adopted by EMC 16.005.010; IPMC 308.2.1 Rubbish Storage Facilities as adopted by EMC 16.005.010; IPMC 308.3 Disposal of Garbage as adopted by EMC 16.005.010; IPMC 108.1.3 Structure Unfit for Human Occupancy as adopted by EMC 16.005.010; IPMC 106.1 Unlawful Acts as adopted by EMC 16.005.010; IPMC 601.2 Responsibility as adopted by EMC 16.005.010; IPMC 604.1 Facilities Required as adopted by EMC 16.005.010; IPMC 604.3 as adopted by EMC 16.005.010 and Everett Municipal Code (EMC) 8.20.020(A)(C) Nuisances. Copies were mailed to the Respondent via first class and certified mail to the Respondents last known address which ECE Officer Wathen obtained from Snohomish County Assessors Record. A copy was posted at the property. Each method of service used is independently sufficient to provide notice. (Pursuant to EMC 1.20.010.C.1) *(Exhibit #3, Violation Citation dated October 13, 2014 with unclaimed mail receipts) (Exhibit #4, Declaration of Service dated October 13, 2014) (Testimony of Code Enforcement Officer Wathen)*

6. On October 13, 2014, ECE Officer Wathen determined that the residential structure was unsafe and unfit for human habitation because of the lack of electrical service as required by the City of Everett and per City ordinance the residential structure was condemned. *(Testimony of Code Enforcement Officer Wathen)*

7. On October 13, 2014, a notice of condemnation was sent to the Respondent via first class and certified mail. The notice required that the residential structure on site be vacated by October 14, 2014 due to the unsafe and unfit condition for human habitation of the structure. A condemnation placard was posted on the property. An amended notice of condemnation correcting the condemnation date was sent to the Respondent via first class and certified mail. A copy was posted at the property. *(Exhibit #8, Notice of Condemnation dated October 13, 2014 with unclaimed mail receipts) (Exhibit #9, Condemnation Placard dated October 13, 2014) (Exhibit #10, Declaration of Service dated October 13, 2014 with photos) (Exhibit #11, Amended Notice of Condemnation dated October 13, 2014 with unclaimed mail receipts)*

(Exhibit #12, Declaration of Service dated October 13, 2014 with photos) (Testimony of Code Enforcement Officer Wathen)

8. On October 13, 2014, ECE Officer Wathen spoke with the Respondent and he informed her that he hauled the garbage to the dump himself and he would remove the bagged garbage from the alley. *(Testimony of Code Enforcement Officer Wathen)*

9. On October 14, 2014, ECE Officer Wathen reinspected the property and observed and photographed that the condemnation notice had been removed and the bagged garbage remained discarded in the alley. *(Exhibit #1c-1d, Inspection Photos dated October 14, 2014) (Testimony of Code Enforcement Officer Wathen)*

10. On November 4, 2014, City of Everett Police Chief Templeman contacted the ECE unit concerning claims received by his department that the property was occupied without required water and electrical services. City of Everett Police Sgt. Jessup confirmed with the Respondent that the residential structure had no electrical service and that the garage structure on site was occupied. *(Exhibit #13, Email from Kevin Fagerstrom dated November 5, 2014) (Testimony of Code Enforcement Officer Wathen)*

11. On November 6, 2014, ECE Officer Wathen reinspected the property and observed and photographed that the shopping carts remained on the sidewalk in front of the property but the bagged garbage had been removed from the alley. *(Exhibit #1a-1b, Inspection Photos dated November 6, 2014) (Testimony of Code Enforcement Officer Wathen)*

12. On November 24, 2014, Marci Staats, City of Everett Utilities Department, informed ECE Officer Wathen that water service to the residential structure had been turned off for nonpayment. The turnoff date was November 12, 2014. ECE Officer Wathen confirmed with Public Utility District (PUD) that electrical service to the structure remained off. *(Exhibit #14, Email from Marcy Staats dated November 24, 2014) (Testimony of Code Enforcement Officer Wathen)*

13. The City provided the Respondent with an opportunity to correct the conditions that are in violation of sections of the EMC 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 this hearing and to issue the decision. EMC §1.20.020

Applicable Law:

1. **IPMC 308.2 Disposal of rubbish,** which reads:

   Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

2. **IPMC 308.2.1 Rubbish storage facilities,** which reads:

   The owner of every occupied premise shall supply approved covered containers for rubbish and the owner of the premises shall be responsible for the removal of rubbish.

3. **IPMC 308.3 Disposal of garbage**, which reads:

   Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage container.

4. **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.

5. **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.

6. **IPMC 604.1 Electrical Facilities required,** which reads:

   Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

7. **IPMC 604.3 Electrical system hazards,** which reads:

   Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation,

deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

8. **IPMC 601.2 Responsibility,** which reads:

   The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises which does not comply with the requirements of this chapter.

9. **EMC 8.20.020,** which reads:

   No person owning, leasing, renting, occupying or having charge or possession of any property in the city, including vacant lots, shall maintain or allow to be maintained on such property except as may be allowed by any other city ordinance any of the following conditions visible from any public street, alley or other public or private property:

   (A) Junk, trash, litter, boxes, discarded lumber or salvage materials or other similar materials in any front yard, side yard, rear yard or vacant lot.

   (C) Broken or discarded furniture, household equipment and furnishings in any front yard, side yard, rear yard or vacant lot;

10. **EMC §1.20.010(E) Repeat Violator:**

    "Repeat violator" means any person, firm, corporation, association, or agent thereof who has had any order issued pursuant to the provisions in this chapter, including any order issued subsequent to a hearing, any stipulated order and any default order, and within twenty-four months of the issuance of such order commits or allows to be committed a new and separate violation of a same or similar chapter of the Everett Municipal Code that is enforceable under this chapter, regardless of location.

Conclusions of Law Based on Above Findings:

1. By allowing bagged garbage to be discarded near the garbage containers in the alley and broken furniture to be placed on the front porch of the residential structure on the property, the Respondent violated EMC 8.20.020(A)(C). These violations are public nuisances.

2. By allowing bagged trash to accumulate and remain near uncovered garbage containers on the property, the Respondent violated IPMC 308.3.

3. By not supplying a sufficient amount of approved garbage containers and not storing the accumulated garbage in approved containers, the Respondent violated IPMC 308.2 and IPMC 308.2.1.

4. By failing to properly provide electrical service to an occupied structure that will adequately heat and light the structure in a safe and approved manner on the property, the Respondent violated IPMC 601.2, IPMC 604.1 and IPMC 604.3.

5. By failing to properly and adequately provide electrical service to the structure rendering it unfit for human habitation, the Respondent violated IPMC 108.1.3.

6. By failing to adequately provide electrical service to an occupied structure and maintain the property according to the code rendering the structure as unlawful, the Respondent violated IPMC 106.1.

7. On December 5, 2013, the Examiner issued a previous Order that the Respondent violated IPMC 308.1 and IPMC 308.3 and on June 12, 2014, the Examiner issued a previous Order that the Respondent violated EMC 8.20.020(A). The Respondent is a repeat violator because he violated a similar Code chapter within the past twenty-four months on October 13, 2014.

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 308.2, IPMC 308.2.1, IPMC 308.3, IPMC 601.2, IPMC 604.1, IPMC 604.3, IPMC 108.1.3, IPMC 106.1 and EMC 8.20.020(A)(C) and is hereby ordered to:

1. The Respondent must abate all violations of IPMC 308.2, IPMC 308.2.1, IPMC 308.3, IPMC 601.2, IPMC 604.1, IPMC 604.3, IPMC 108.1.3, IPMC 106.1 and EMC 8.20.020(A)(C) on property located at 1405 Hoyt Avenue, Everett, Washington.

2. All abatement of the violations on said property must be completed by **December 12, 2014.** The cleanup and abatement shall include:

   a. The Respondent shall either properly store in an enclosed area or remove and properly dispose of all discarded items on the property.

   b. The Respondent shall maintain the property free of nuisances including bagged garbage and broken furniture. Approved garbage containers with tight fitting lids shall be used to store garbage and refuse on the property.

   c. The Respondent shall provide approved electrical service to the residential structure but only if the property is occupied. If not occupied, then the vacant residential structure on the property shall remain unoccupied until electrical service is restored and the City of Everett Building Division approves the structure for occupancy.

3. The Respondent shall be fined $500.00 for violation of IPMC 601.2, IPMC 604.1, IPMC 604.3, IPMC 108.1.3 and IPMC 106.1 for a fine of $2000.00. The Respondent is a repeat violator within twenty four months as defined by EMC

§1.20.010 (E)(I). The fine for violation of IPMC 308.2, IPMC 308.2.1, IPMC 308.3 and EMC 8.20.020(A)(C) is $1000.00 and as a repeat violator status results in a fine of $2000.00. The cumulative total fine is $4000.00.

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 $4000.00 fine no later than **December 19, 2014**. 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 19, 2014 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 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 4th day of December, 2014.

James M. Driscoll
Violations Hearing Examiner
City of Everett

I Anne Weck, do hereby certify that on Dec 9, 2014, I mailed certified / 1st class Shane Brent

a true and accurate copy of the order of VC issued re: case # CE 14-0085

Anne Weck
Signature

Combined Construction, Inc.

4493 Russell Road Ste:G
Mukilteo, WA 98275

Invoice

Date	Invoice #
5/19/2016	2013-035-24

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

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

Quantity	Description	Rate	Amount
1	Labor 21Hr @ $70.00/Hr	1,470.00	1,470.00T
1	Misc. Plywood and Screws	345.00	345.00T
1	Dump Fees $554.00 x 20% O/P	664.80	664.80T
1	F-350 w/ Dump Trailer 1 Day @ $350/00/Day	350.00	350.00T
	Sales Tax	9.20%	260.34

Total $3,090.14

Snohomish County
Public Works Solid Waste Division
425-388-3425 | www.snoco.org

TRANSACTION RECEIPT

Load No.: AP286286
Date: 05/03/16
Entry Time: 07:35
Operator In: 189
Exit Time: 07:57
Operator Out: 189

Licence: C80028D
Vehicle Type: 50 - TRAILER

Customer: 2000
CASH CUSTOMER

Material: 20 - MIXED CONSTRUCTION AND DE

Gross: 7.99 ton
Tare: 7.27 ton
Net: 0.72 ton

Rate: $ 105.00 / ton
Fee: $ 75.29
Tax: $ 2.71
Total Fee: $ 78.00
Payment: $ 78.00 Credit/Debit

Driver Signature

SNOCO SOLID WASTE ARTS
10700 MINUTEMAN DR
EVERETT, WA 98204

05/02/2016 14:34:09

CREDIT CARD

VISA SALE

Card #	XXXXXXXXXXXX2495
Chip Card:	Visa Credit
AID:	A0000000031010
ATC:	0009
TC:	C49B7BEB39D39D68
SEQ #:	152
Batch #:	459
INVOICE	155
CLERK	0028
Approval Code:	002915
Entry Method:	Chip Read
Mode:	Issuer

SALE AMOUNT $127.00

CUSTOMER COPY

mish County
Solid Waste Division
25 | www.snoco.org

:PT

#1634

285756
/02/16
:43
4
59
)

)028D
- TRAILER

)3
_ CUSTOME

- MIXED MSW

3.12 ton
7.11 ton
1.01 ton

105.00 / ton
106.18
3.82
110.00
110.00 Check

Signature

Snohomish County
Public Works Solid Waste Division
425-388-3425 | www.snoco.org

TRANSACTION RECEIPT

Load No.: AP286091
Date: 05/02/16
Entry Time: 14:21
Operator In: 204
Exit Time: 14:33
Operator Out: 170

Licence: C80028D
Vehicle Type: 50 - TRAILER

Customer: 2003
CASH - COMMERCIAL CUSTOME

Material: 20 - MIXED CONSTRUCTION AND DE

Gross: 8.52 ton
Tare: 7.35 ton
Net: 1.17 ton

Rate: $ 105.00 / ton
Fee: $ 122.59
Tax: $ 4.41
Total Fee: $ 127.00
Payment: $ 127.00 Credit/Debit

Driver Signature

Snohomish County
Public Works Solid Waste Division
425-388-3425 | www.snoco.org

TRANSACTION RECEIPT

#1634

Load No.: AP285893
Date: 05/02/16
Entry Time: 11:40
Operator In: 204
Exit Time: 11:52
Operator Out: 170

Licence: C80028D
Vehicle Type: 50 - TRAILER

Customer: 2003
CASH - COMMERCIAL CUSTOME

Material: 10 - MIXED MSW

Gross: 8.12 ton
Tare: 7.09 ton
Net: 1.03 ton

Rate: $ 105.00 / ton
Fee: $ 108.11
Tax: $ 3.89
Total Fee: $ 112.00
Payment: $ 112.00 Check

Driver Signature

(360) 629-7378

Protecting Your Family, Health, and Property Since 1991

P.O. Box 1025
Marysville, WA 98270
prattpest.com

We at Pratt Pest Management NW thank you for the opportunity to provide you with this Pest Control Service.

When our valued customers provide us with a referral, it is one of the greatest compliments we can receive. To show our appreciation, if your referral becomes a continued customer, we will credit $50 off your next service (up to $200 per year) call us for more details!

Pay Your Bill Online!

Please ask us about our other services offered:

N-Viro
Liquid Lawn and Plant Care

- All-Inclusive Lawn Services
- Tree and Shrub Care
- Plant Bed Weed Control
- Bare Ground Weed Control

nvirolawncare.com

Visit our website and select "Pay Your Bill". Use your Visa, MasterCard, Discover, or electronic check. As always, you may send a check by mail.

DATE: 5/5/16 **Tech. / Lic.#:** Alex Moser 89231 **Time:** 3:15 / 3:30 **Wind:** - **Temp:** -

Pratt Pest Mgmt. App. Lic.# 8456 PO Box 1025 Marysville, WA 98270 360-629-7378 Sq. Ft.: _____

- ☐ Baited focal points
- ☐ Pest Exclusion
- ☐ Inspect/treat sub-area
- ☐ Inspect/treat roof void
- ☐ Sweep webs up to 15 feet
- ☐ Treat/inspect interior as needed
- ☐ Inspect & (re)place zone monitors
- ☐ Check/replace rodent bait/trap
- ☐ Inspect/treat exterior perimeter & grounds
- ☐ Treated eaves & entry points
- ☐ _____
- ☐ _____

Equipment

- ☐ Install Rodent Station ___ ☐ _____
- ☐ Install Monitor ___ ☐ _____
- ☐ Install Rodent Trap ___ ☐ _____
- ☐ Install Glueboard ___ ☐ _____

PRODUCT	EPA #	%	UOM	SITE / AAT
☐ Talstar P	279-3206	.062		
☐ Transport Mikron	8033-109-279	.11		
☐ Wisdom Lawn Gran	5481-521	.2		
☐ Termidor SC	7969-210	.06		
☐ 565 Plus XLO	499-290	2.5		
☒ Contrac	12455-79	.005	12 oz	
☐ Resolv	7173-297	.005		
☐ Delta Dust	432-772	.05		
☐ Arlion	352-776	.05		
☐ Advion Ant	352-746	.05		
☐ Phantom A.	7969-385	.5		
☒ First Strike				
☐				

Tech Memo. UOM: Unit Of Measure AAT: Amount Of Area Treated

(1) Installed six rodent stations. Around ~~the~~ house.

Thank You! Alex

Additional Service

Amount	$_____
Tax	$_____
Total	$_____

Due Upon Receipt

Pratt Pest
PO Box 1025
Marysville WA 98270
360 629 7378

THIS IS YOUR BILLING INVOICE
PLEASE PAY FROM THIS INVOICE

Rodent Initial
Service at :1405 Hoyt Ave Everett, WA 98201-1611

Acct # 14908 INV # 103799
PO # :

Return bottom portion with remittance.

Bal this site as of 5/5/2016 $0.00

		Tax	Total
Adj Total	$275.00	$25.30	$300.30
Prepay	($0.00)		
Amount Due This INV			$300.30

Acct # 14908
INV # 103799

EVERETT POLICE
Kevin Fagerstrom
3002 Wetmore Ave
Everett, WA 98201-4018

Bal this site as of 5/5/2016 $0.00

		Tax	Total
Adj Total	$275.00	$25.30	$300.30
Prepay	($0.00)		
Amount Due			$300.30

Previous Windows 8.5 x 11

Your comments are valued! ☐ Service met expectations ☐ Service exceeded expectations ☐ Service below expectations

(360) 629-7378

Protecting Your Family, Health, and Property Since 1991

We at Pratt Pest Management NW thank you for the opportunity to provide you with this Pest Control Service.

P.O. Box 1025
Marysville, WA 98270
prattpest.com

When our valued customers provide us with a referral, it is one of the greatest compliments we can receive. To show our appreciation, if your referral becomes a continued customer, we will credit $50 off your next service (up to $200 per year) call us for more details!

Pay Your Bill Online!

Visit our website and select "Pay Your Bill". Use your Visa, MasterCard, Discover, or electronic check. As always, you may send a check by mail.

Please ask us about our other services offered:

N-Viro Liquid Lawn and Plant Care

- All-Inclusive Lawn Services
- Tree and Shrub Care
- Plant Bed Weed Control
- Bare Ground Weed Control

nvirolawncare.com

DATE: 6/7/16 **Tech. / Lic.#:** Alex Mixer 89231 **Time:** 12:03 12:15 **Wind:** — **Temp:** —

Pratt Pest Mgmt. App. Lic.# 8456 PO Box 1025 Marysville, WA 98270 360-629-7378 Sq. Ft.: _____

- ☐ Baited focal points
- ☐ Pest Exclusion
- ☐ Inspect/treat sub-area
- ☐ Inspect/treat roof void
- ☐ Sweep webs up to 15 feet
- ☐ Treat/inspect interior as needed
- ☐ Inspect & (re)place zone monitors
- ☒ Check/replace rodent bait/trap
- ☐ Inspect/treat exterior perimeter & grounds
- ☐ Treated eaves & entry points
- ☐ _____
- ☐ _____

Equipment

- ☐ Install Rodent Station ___
- ☐ Install Monitor ___
- ☐ Install Rodent Trap ___
- ☐ Install Glueboard ___
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

PRODUCT	EPA #	%	UOM	SITE / AAT
☐ Talstar P	279-3206	.062		
☐ Transport Mikron	8033-109-279	.11		
☐ Wisdom Lawn Gran	5481-521	.2		
☐ Termidor SC	7969-210	.06		
☐ 565 Plus XLO	499-290	2.5		
☒ Contrac	12455-79	.005	4oz	ERS
☐ Resolv	7173-297	.005		
☐ Delta Dust	432-772	.05		
☐ Arilon	352-776	.05		
☐ Advion Ant	352-746	.05		
☐ Phantom A	7969-385	.5		
☐				
☐				

Tech Memo. UOM: Unit Of Measure AAT: Amount Of Area Treated

1) Inspected rodent stations. High feeding at station by garage.
2) Re baited station and moved two stations closer to alley.
3) Re-anchored one station.

Thank You! Alex

Additional Service

Amount $_____
Tax $_____
Total $_____
Due Upon Receipt

Pratt Pest
PO Box 1025
Marysville WA 98270
360 629 7378

Rodent Service-Monthly
Service at :1405 Hoyt Ave Everett, WA 98201-1611

Acct # 14908 INV # 103801
PO # : PW-16147

		Tax	Total
Adj Total	$85.00	$7.82	$92.82
Prepay	($0.00)		
Amount Due This INV			$92.82

THIS IS YOUR BILLING INVOICE
PLEASE PAY FROM THIS INVOICE

Return bottom portion with remittance.

Acct # 14908
INV # 103801

		Tax	Total
Adj Total	$85.00	$7.82	$92.82
Prepay	($0.00)		
Amount Due			$92.82

EVERETT POLICE
Kevin Fagerstrom
3002 Wetmore Ave
Everett, WA 98201-4018

Previous Windows 8.5 x 11

Your comments are valued! ☐ Service met expectations ☐ Service exceeded expectations ☐ Service below expectations

EVERETT POLICE DEPARTMENT
CODE ENFORCEMENT UNIT

June 8, 2016

Shane E. Brend
1405 Hoyt Avenue
Everett, WA 98201

Re: Case #CE14-0685: Hearing Examiner Order Property Abatement
Violation Address: 1405 Hoyt Avenue, Everett, WA 98201

Dear Mr. Brend,

On December 4, 2014 the City of Everett Hearing Examiner issued a Default Order requiring you to abate the violations of Everett Municipal Code (EMC) 8.20.020(A) (C) and International Property Maintenance Code (IPMC) 308.2, IPMC 308.2.1, IPMC 308.3, IPMC 601.2, IPMC 604.1, IPMC 604.3, IPMC 108.1.3 and IPMC 106.1 on the property noted above. You failed to abate all or part of the violations by the date of December 12, 2014 as issued by the Hearing Examiner Default Order.

The abatement of the violations on the property was completed on May 2, 2016 pursuant to provisions of the Everett Municipal Code, chapter 1.20. The cost to the City for this work is $3,483.26 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 in the amount of the fine and any outstanding penalties imposed by the Examiner.

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 CE14-0685** 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

I Anne Ueech, do hereby certify that on June 8, 2016, I mailed certified / 1st class Shane Brend a true and accurate copy of the ~~order / VC~~ issued re: case # CE14-0685 Abatement Due

Anne Ueech
Signature

POLICE

CODE ENFORCEMENT UNIT

July 11, 2016

NOTICE OF HEARING

Shane E. Brend
1405 Hoyt Avenue
Everett, WA 98201

Re: Case Number CE14-0685
1405 Hoyt Avenue

Dear Mr. Brend,

You are hereby notified that there will be a public hearing before the Everett City Council regarding your property located at 1405 Hoyt Avenue, Everett, Washington, the legal description of which is follows:

EVERETT DIV R PLAT OF BLK 293 D-00 – LOTS 3 & 4

TAX PARCEL NUMBER: 00-4385-293-003-00

SUBJECT: The Code Enforcement Department will request City Council adopt a resolution confirming the expenses incurred by the City of Everett while performing abatement of violations on and authorizing placement of lien against the above-described property in the amount the abatement costs and the unpaid penalties imposed by the Everett Hearing Examiner on December 4, 2014. This amount totals $7,483.26. 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, July 27, 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 July 11, 2016 I mailed certified / 1st class Shane Brend a true and accurate copy of the ~~order / VC~~ issued re: case # CE14-0685 Notice of Hearing

Anne Weech
Signature

05/02/2016

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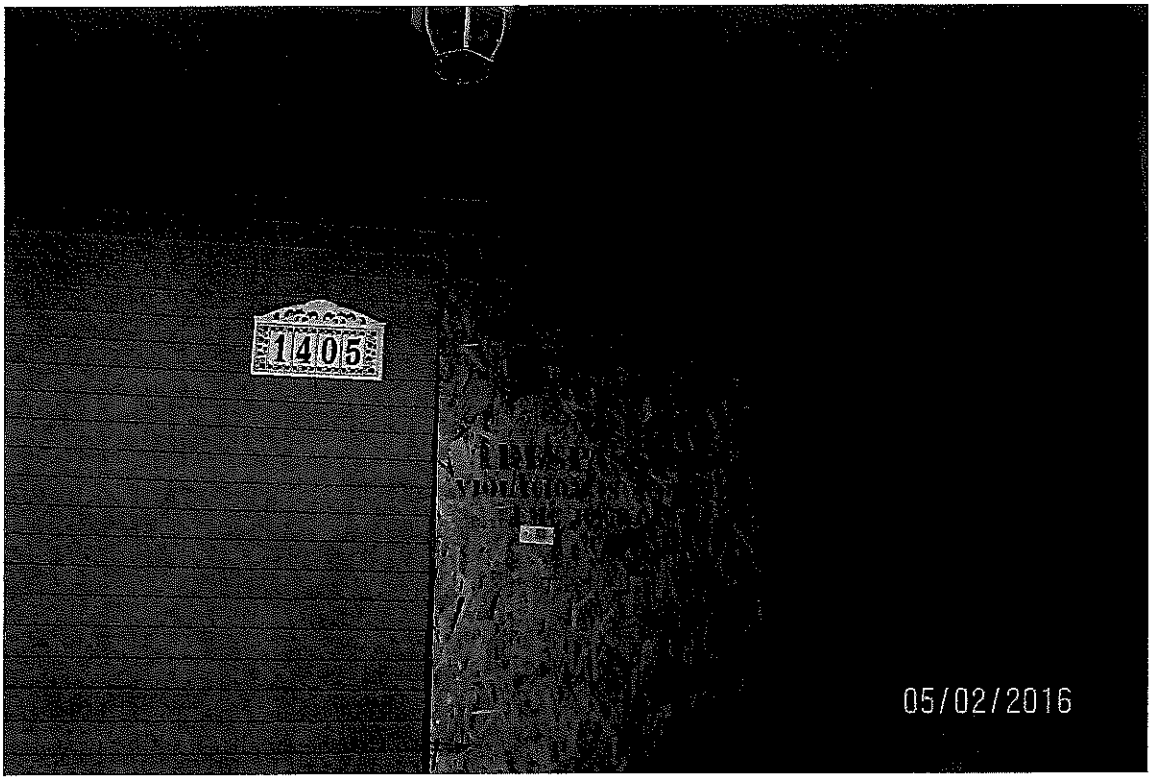
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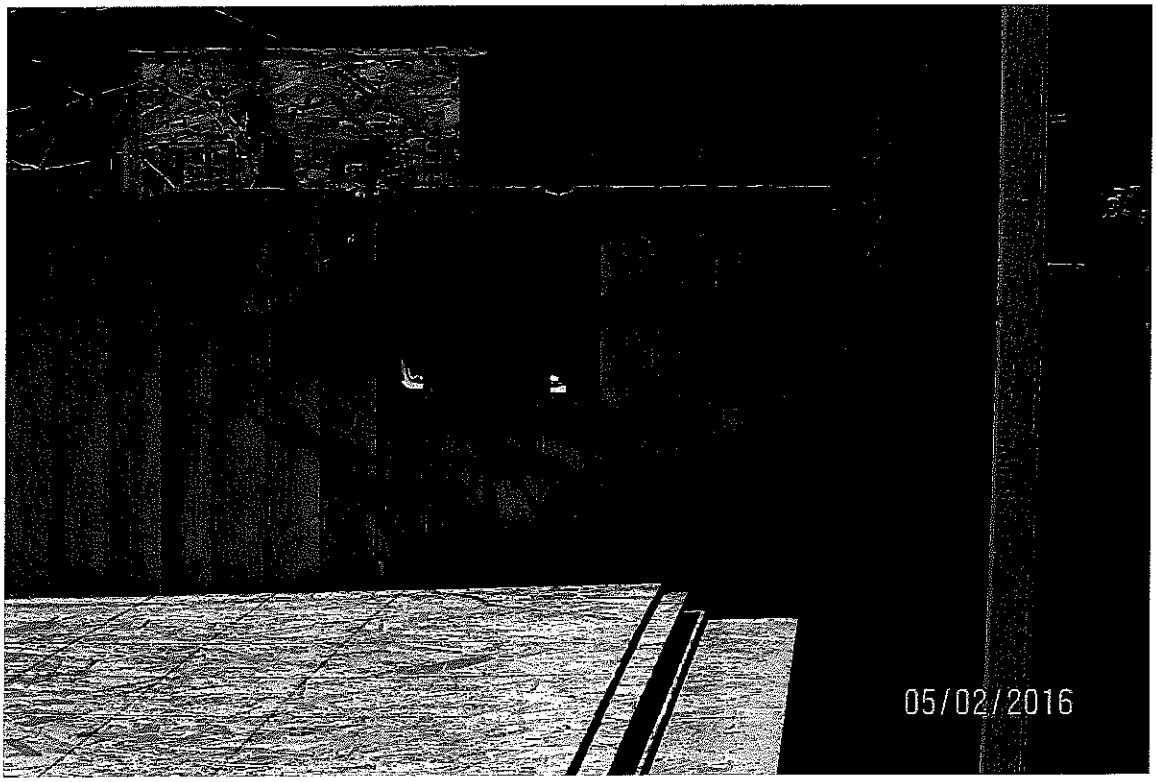
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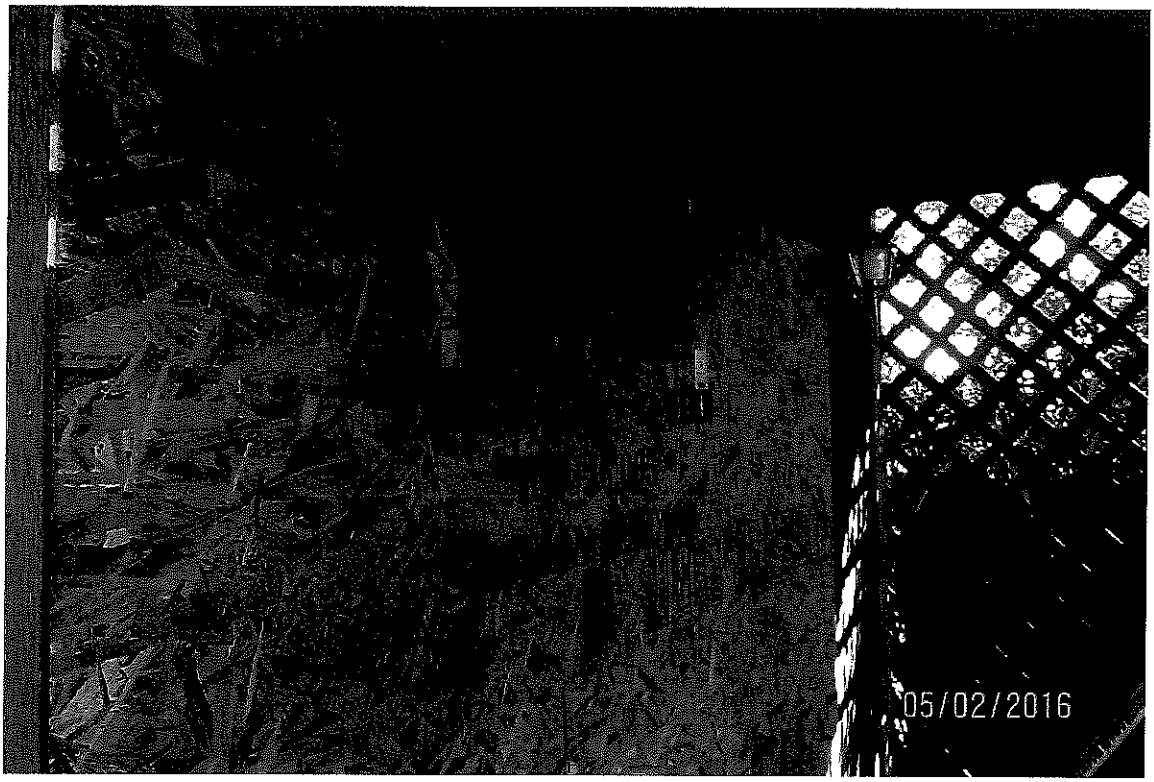
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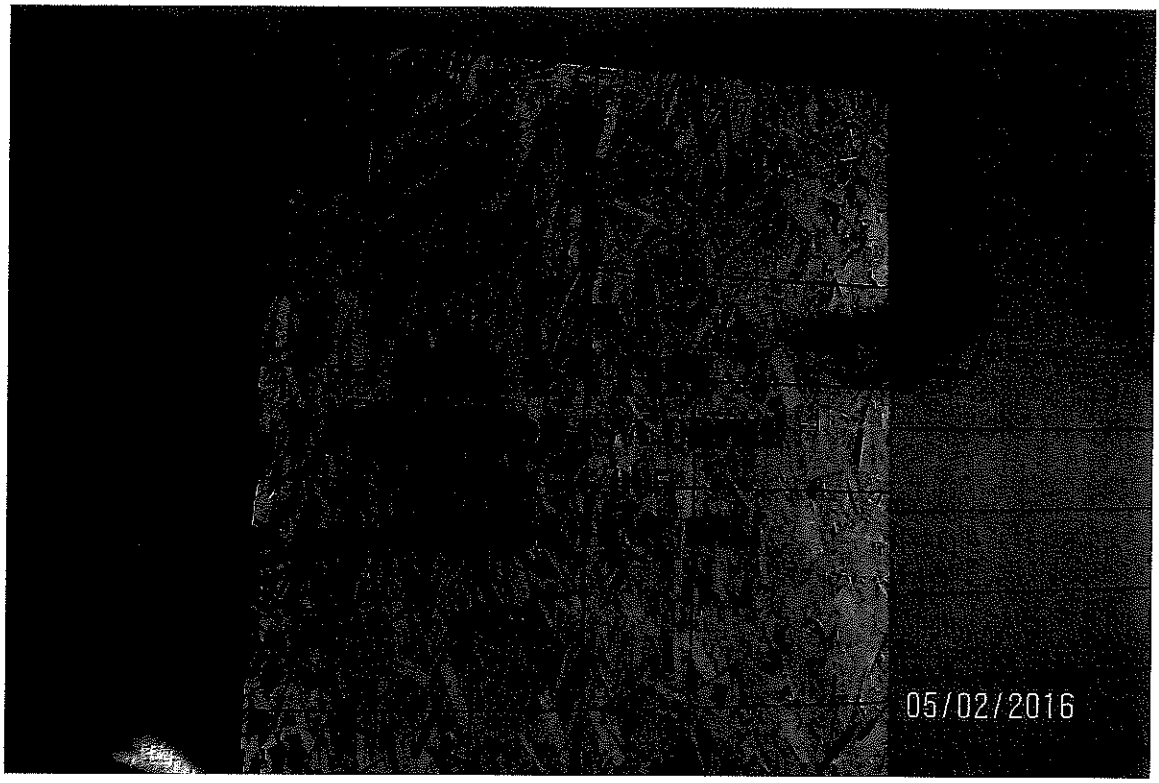
NO
TRESPASSING
05/02/2016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EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Amendment to Agreement for Inmate Housing with South Correctional Entity (SCORE)

	Briefing	COUNCIL BILL #	
	Proposed Action	Originating Department	Police
	Consent	Contact Person	Dan Templeman
x	Action	Phone Number	425-257-8493
	First Reading	FOR AGENDA OF	July 27, 2016
	Second Reading		
	Third Reading		
	Public Hearing		
	Budget Advisory		

Initialed by:
Department Head
CAA db
Council President

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
	Original Agreement executed 1/11/2016	Amendment, Original Agreement for Inmate Housing	Legal, Police

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

DETAILED SUMMARY STATEMENT:
The City of Everett currently contracts with the South Correctional Entity (SCORE) for inmate housing. SCORE is increasing daily bed rates effective January 1, 2017, thus the need for this amendment. Under the current agreement, the City pays the "Non-Guaranteed Bed Rate" of $157.00 per day. This amount will increase to $162.65 per day as of January 1, 2017 under the proposed Amendment. All other terms and conditions of the original agreement remain unchanged.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign the Amendment to the Agreement for Inmate Housing with South Correctional Entity (SCORE) regarding an increase to the daily bed rate effective January 1, 2017.

AMENDMENT TO AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING dated as of _____, 2016 (hereinafter "Amendment to Original Agreement") is made and entered into by and between the **South Correctional Entity**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and City of Everett (hereinafter the "City" and together with SCORE, the "Parties" or individually a "Party"). This Amendment to Original Agreement is intended to supplement and amend that certain Agreement for Inmate Housing between the Parties dated Jan. 11, 2016, as it may have been previously amended (the "Original Agreement"). The Parties hereto mutually agree as follows:

1. **2017 Bed Rates.** Section 27 (Bed Rate) of the Original Agreement is hereby amended to include the following guaranteed and non-guaranteed bed rates for inmate housing:

2017 Guaranteed Bed Rate: $108.78

2017 Non-Guaranteed Bed Rate: $162.65

2. **Effective Date; Execution**. The bed rates provided for in Section 1 of this Amendment to Original Agreement shall become effective January 1, 2017. This Amendment to Original Agreement may be executed in any number of counterparts.

3. **Ratification and Confirmation.** All other terms and conditions of the Original Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Original Agreement as of the date first mentioned above.

Agency:	**South Correctional Entity**
By:_____	By:_____
Name: Title:	Name: Penny Bartley Title: Director

CONTRACTOR

AGREEMENT FOR INMATE HOUSING – 2015

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the **South Correctional Entity**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and City of Everett, a municipal corporation organized under the laws of the State of Washington (hereinafter the "City," and together with SCORE, the "Parties" or individually "Party").

This Agreement is made in accordance with chapters 39.34.080, 39.34.180, and 70.48 of the Revised Code of Washington ("RCW") for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE to be housed at SCORE's correctional facility.

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

1. Purpose and Term. The purpose and intent of this Agreement is to establish the terms under which SCORE will house certain inmates of the Cityfor the term from January 1, 2016 (or such sooner date after mutual execution of this Agreement that the parties may agree to in writing) through December 31, 2019

2. Definitions.

Business Day – Monday through Friday excluding SCORE observed holidays.

Committing Court – the court that issued the order or sentence that established the City's custody of a City Inmate.

Credit for Time Served – credit authorized by the sentencing court against the number of days to be served in confinement.

Detainer – a legal order authorizing or commanding another agency a right to take custody of a person.

City Inmate – a person subject to City custody who is transferred to SCORE's custody under this Agreement.

Good Time – Time earned by Inmates for good behavior while in custody. Good Time will be awarded at the conclusion of an Inmate's sentence and will comply with restrictions imposed by RCW 9.92.151

Inmate – persons transferred to SCORE's custody to be housed at the SCORE Facility, which shall include City Inmates.

Member City – shall have the meaning set forth in the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 among the Cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac and Tukwila, Washington, as amended from time to time.

SCORE Facility – the correctional facility operated by SCORE located at 20817 17th Avenue South, Des Moines, WA 98198.

Specialty Housing – Inmates classified and held within specialty populations, either in medical or mental health housing, or other Specialty Housing such as administrative segregation.

3. General Provisions. SCORE shall accept City Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those City Inmates

pursuant to SCORE policies and procedures and in the same manner as it provides housing, care and custody to other Inmates.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations.

4. **Right to Refuse or Return City Inmate.** To the greatest extent permitted by law, SCORE shall have the right to refuse to accept a City Inmate or to return a City Inmate to the City if the City Inmate has a current illness or injury that is listed in **Attachment A – Medical Acceptability**, or in the reasonable judgment of SCORE presents a substantial risk of escape, or of injury to self or other persons or property, or of adversely affecting or significantly disrupting the operations of the SCORE Facility. SCORE shall provide notice to the City at least one business day prior to transport if a City Inmate is being returned to the City. The cost of transport shall be paid by the City.

5. **Inmate Transport.** The City is responsible for the transportation of City Inmates to the SCORE Facility, including costs associated therewith. The City will provide transport of City Inmates to the City of Everett for hearings in Everett Municipal Court or booking into Snohomish County Jail. SCORE may provide transportation services between SCORE and the City of Everett during regular transports or for the Additional Transportation Services fee in Section 27 below. The City and SCORE agree to make every effort to release City Inmates in the City of Everett. SCORE will provide transportation upon release according to Addendum F.

6. **Inmate Medical Records.** Should a City Inmate receive medical care for injuries or illness at the time of arrest, and prior to booking at the SCORE Facility, the City shall provide copies of medical records documenting such medical care to SCORE at the time of booking if the City has access to such records. SCORE may require these records to determine if City Inmates meet conditions identified in **Attachment A – Medical Acceptability.** If the City cannot provide such records, SCORE, in its sole discretion, may refuse to accept a City Inmate.

7. **Inmate Property.** SCORE shall accept City Inmate property in accordance with **Attachment B – Property**, and shall be responsible only for City Inmate property actually delivered into SCORE's possession. SCORE shall hold and handle each City Inmate's personal property pursuant to SCORE policies and procedures and in the same manner it holds and handles property of other Inmates. In the event a City Inmate is being transported from a City designated detention or correction facility, it will be the responsibility of the City to process the City Inmate's property not delivered and accepted into SCORE's possession. When returning City Inmates to the City, SCORE shall transport City Inmate property according to the provisions of **Attachment B – Property**, and it shall be the responsibility of SCORE to process any of the City Inmate's property not transported with the City Inmate.

8. **Booking.** City Inmates shall be booked pursuant to SCORE's booking policies and procedures.

Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the City Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a City Inmate is entitled. The information is to be used for third party billing.

9. **Classification.** City Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of SCORE. The City

shall provide information regarding each City Inmate as specified in **Attachment C – Classification**.

10. Housing. City Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and judgment of SCORE.

11. Inmate Work Programs. SCORE may assign City Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.

12. Health Care. SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care.

City Inmates shall be responsible for co-payment for health services according to SCORE policy. The City shall not be responsible to SCORE for City Inmate co-payments. No City Inmate shall be denied necessary health care because of an inability to pay for health services.

SCORE shall notify the City's designee(s) via electronic means, including e-mail or fax, at the notice address identified in this Agreement if a City Inmate requires medical, mental health, dental, or other medical services at an outside medical or health care facility. The City shall be responsible to promptly notify SCORE of any changes in its designee(s). In addition, after notification to the City of a need by a City Inmate for health care outside SCORE, the City may make arrangements for the release or furlough of that City Inmate. In that situation the City and SCORE will reasonably and fully cooperate with each so that medical service expenses payable by the City are minimized.

SCORE shall notify the City within a reasonable time period before the City Inmate receives medical, mental health, dental or any other medical services outside of the SCORE Facility. The City acknowledges that such notice may not be reasonably possible prior to emergency care.

The City shall pay for all medical, mental health, dental or any other medical services that are required to care for City Inmates outside of the SCORE Facility. Pharmaceuticals prescribed for the treatment of Hepatitis, HIV, and biologics are not covered within the daily rate. Lack of prior notice shall not excuse the City from financial responsibility for related medical expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a City inmate is admitted to a hospital, the City will be responsible for hospital security unless other arrangements are made with SCORE. SCORE may provide hospital security services for an additional charge if staff is available.

Outside medical expenses for City Inmates housed on behalf of more than one jurisdiction shall be the sole responsibility of the City, which will be solely responsible to recoup these expenses from other jurisdictions.

13. Inmate Discipline. SCORE shall discipline City Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the City.

14. Removal from the SCORE Facility. Except for work programs or health care, and during emergencies, City Inmates shall not be removed from the SCORE Facility without written authorization from the City or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a City Inmate only according to the provisions of **Attachment D – Borrowing.** In the event of the City Inmate's emergency removal, SCORE shall notify the City by electronic means, including e-mail or fax, as soon as reasonably possible. No early release or alternative to incarceration, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

15. Visitation. SCORE shall provide reasonable scheduled visitation for attorneys, spouses, family and friends of City Inmates. Inmate visitation by friends and family may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video access is available at the SCORE facility. Off-site professional visits (legal and religious) will be provided without additional costs to the City.

16. Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be available to City Inmates to communicate with their legal counsel. City will provide to SCORE any numbers inmates should use to reach legal counsel.

17. Inmate Accounts. SCORE shall establish and maintain a non-interest bearing account for each City Inmate. SCORE shall ensure family members and others have a reasonable process to add funds to a City Inmate's account. Upon returning custody of a City Inmate to the City, SCORE shall transfer the balance of that City Inmate's account that is not subject to charges, to the City Inmate or to the City in the form of cash, check, debit card or other agreed upon methods in the name of the City Inmate.

In the event that SCORE contracts with a company/business that furnishes technology for wireless inmate account crediting, the City may allow SCORE (or SCORE's contracted representative) to install the equipment necessary for use of the system. The City shall not be financially responsible for any aspect of the system, including but not limited to installation or maintenance costs. The City shall not receive any compensation or profits arising from such a system.

18. Detainers. Inmates in a "Detainer" status shall be handled according to **Attachment E – Warrants/Other Court Orders/Detainers.**

19. Releases. Inmates will be released in accordance with **Attachment F – Inmate Release.**

SCORE shall not transfer custody of a City Inmate housed pursuant to this Agreement to any party other than the City, except as provided in this Agreement or as directed by the City.

20. Jail Sentence Calculations. SCORE will award Good Time credits for Inmates in custody in accordance with state law and any policies adopted by SCORE. City is responsible to notify SCORE of any credit days awarded for time served by use of court commitment forms.

21. Release of Holds and Court Appearances. If a court of limited jurisdiction of the City releases a hold on a City Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that City Inmate except if the City wishes to use the video arraignment system at the SCORE Facility. In such case, there will be a twenty-five dollar ($25) hearing fee assessed per video appearance for court matters for which the inmate is not being held.

22. Escape. If a City Inmate escapes SCORE's custody, SCORE shall notify the City as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped City Inmates.

23. Death. If a City Inmate dies while in SCORE custody, SCORE shall notify the City as soon as reasonably possible. The King County Medical Examiner shall assume custody of the City Inmate's body. Unless another agency becomes responsible for investigation, SCORE's Member Cities shall investigate and shall provide the City with a report of its investigation. The City may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the City's communication with and receipt of reports from the other agency.

The City shall provide SCORE with written instructions regarding the disposition of the City Inmate's body. The City shall pay for all reasonable expenses for the preparation and shipment of the body. The City may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the City shall be responsible for all costs associated with this request.

24. Reporting Requirements. SCORE will work with the City to provide access to jail management systems that provide statistical information about Inmates. Other reports may be available within standard workload limitations.

25. City's Right of Inspection. The City shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the City may interview City Inmates and review City Inmates' records. The City shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless City is properly authorized to do so by the Inmate or the other jurisdiction.

26. Technology. SCORE and the City may each permit the other continuous access to its computer database regarding all City Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the City and appropriate computer(s) of SCORE.

27. Bed Rate/Additional Transportation Services. In consideration of SCORE's commitment to house City Inmates, the City shall pay SCORE based upon the rates and other applicable fees or charges stated in this Agreement.

Guaranteed Bed Rate: **$105**

The City hereby selects to **guarantee** ___ beds.

The City declines to guarantee beds and wil pay the Non-Guaranteed bed rate. _____.

Non-Guaranteed Bed Rate: **$157**

Additional Transportation Services:

SCORE will provide inmate transportation between SCORE facility and the City of Everett at a rate of $275 per trip.

The above referenced Non-Guaranteed Bed Rate (the "Daily Rate") is based on available space at the SCORE Facility. All contract rates are established to recover full cost of services. Daily Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Daily Rates will be provided by July 1 of each year for the following year.

28. Billing and Payment. SCORE shall provide the City with monthly statements itemizing the name of each City Inmate, the number of days of housing, including the date

and time booked into the SCORE Facility and date and time released from SCORE and itemization of any additional charges including a description of the service provided, date provided and reason for service.

SCORE shall provide said statement for each month on or about the 15th day of the following month. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the City electronically. Payments not received by the 30th day shall bear interest at the rate of one percent per month until payment is received.

The Daily Rate for City Inmates housed on charges from multiple agencies will be divided equally among those agencies.

29. Billing and Dispute Resolution. Withholding of any amount billed or alleging that any Party is in violation of any provision of this Agreement shall constitute a dispute, which shall first attempt to be resolved as follows, and as a mandatory predicate to termination as provided in Section 36.C:

For billing and other disputes:

A. City must provide written notice of dispute to SCORE within 60 days of billing and other disputed charges.

B. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes.

C. For both billing and other types of disputes, SCORE and the City shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the City must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

30. Operations Board Representatives. In accordance with the SCORE Interlocal Agreement, Section 6, Subsection A, membership of the Operations Board will include two (2) at-large members selected, by majority vote, of the contract agencies to represent the contract agencies. At the time set for election of the at-large members, only the representatives of the contract agencies, then in attendance, will participate in the election of at-large members. The at-large members shall serve one-year terms, unless otherwise determined by the majority vote of the Operations Board. The purpose and duties of the Operations Board shall be established by the Administrative Board.

31. Duration of Agreement. The duration of this Agreement shall be from January 1, 2016, at 12:00 A.M. (or such sooner date after mutual execution of this Agreement that the parties may agree to in writing) and shall end at 11:59 P.M., on December 31, 2019 unless otherwise terminated in accordance with Section 35 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to SCORE and the City.

32. Independent Contractor. In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

33. Hold Harmless, Defense, and Indemnification. SCORE shall hold harmless, defend, and indemnify the City, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any City Inmate, or loss or damage to City Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The City shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any City Inmate, or loss or damage to City Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the City and SCORE in connection with or incidental to the performance or non-performance of the City's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the City and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the City hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

34. Insurance. SCORE and the City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the City shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis. So long as the City maintains its customary self-insurance program (which as of October 1, 2015 includes a $1.25 million self-insured retention and two excess liability insurance layers totaling $30 million above that retention), the City has no obligation to maintain the coverage required under this Section.

35. Termination.

A. Mutual Agreement: This Agreement may be terminated by mutual written consent between SCORE and the City with 90 days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected City Inmates.

B. Imperiling Conditions: The City shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at the SCORE Facility present an imminent risk of serious injury or death to the City's Inmates ("Imperiling Conditions"); 2) the City has sent SCORE written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) SCORE has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 45 days after SCORE receives the City's notice. Termination pursuant to this section 34(B) shall be effective if and when: 1) after at least 45 days, SCORE has not cured the Imperiling Condition(s); and 2) the City has removed its Inmates; and 3) the City has given SCORE formal written notice of final termination pursuant to this Section 36.B.

C. Material Breach: Subject to compliance with Section 30 above, either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within 90 days, unless the parties agree in writing to a longer cure period.

36. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.

37. Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*). In the event of the violation of this provision, the other party may terminate this Agreement as provided in Sections 30 and 36 above.

38. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by SCORE to any other person or entity without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of SCORE stated herein.

39. Non-Waiver. The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

40. Severability. If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

41. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any actions, suit, or judicial or administrative

proceeding for the enforcement of this Agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in King County.

42. Approval and Filing. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the authorized signatory(ies) and SCORE Presiding Officer below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed or posted on the internet pursuant to RCW 39.34.040.

43. General Provisions. Unless otherwise agreed in writing executed by both parties, on and after January 1, 2016, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the City and SCORE under which SCORE houses City Inmates, and no other oral or written agreements between the parties shall affect this Agreement.

No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties, with the Mayor signing for the City.

Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision.

This Agreement may be executed in any number of counterparts.

44. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CONTRACT AGENCY:

Dan Templeman, Police Chief

City of Everett Police

3002 Wetmore Ave.

Everett, WA 98201

TO SCORE: Executive Director

20817 17th Avenue South

Des Moines, Washington 98198

Phone: (206) 257-6200

Fax: (206) 257-6310

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

SIGNATURE BLOCKS	
CITY OF EVERETT, WASHINGTON By: Ray Stephanson Ray Stephanson, Mayor Date: 1-11-2016 Attest: By: Sharon Fuller Sharon Fuller City Clerk Approved as to form: By: James D. Iles James D. Iles, City Attorney	South Correctional Entity By: James Kelly Printed: JAMES KELLY Title: ACTING DIRECTOR Date: 02-15-2016

ATTACHMENT A

MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

ATTACHEMENT B

PROPERTY

SCORE will only accept Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the Inmate's property bag.
3. Checks and documents (court, warrants, etc.) shall be attached to the outside of the property bag.
4. SCORE will not accept or transport the following:
    a) Backpacks, suitcases, etc.
    b) Unpackaged food products or food products in packaging that has been opened.
    c) Any type of weapon (includes pocket knives).
    d) Liquids.
    e) Helmets or any kind.
    f) Any items that will not fit into the property bag.
    g) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the City according to these criteria.

ATTACHMENT C

CLASSIFICATION

The City shall supply SCORE with the following Classification related information, if known to or in possession of the City:

1. If the City Inmate has been classified to a special housing unit and/or if the City Inmate has been classified as protective custody.
2. If the City Inmate is a violent offender or has displayed violent behavior during present or past incarcerations.
3. If the City Inmate is an escape risk.

ATTACHMENT D

BORROWING

One contracting agency may "borrow" another contracting agency's Inmate as follows:

1. If a contracting agency requests the transport of another contracting agency's Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 34 of the Agreement.
3. SCORE will not track the Inmate once he or she has left SCORE's facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.

ATTACHMENT E

WARRANTS/OTHER COURT ORDERS/DETAINERS

The following shall apply to City Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a City Inmate, the Booking Officers shall review all paperwork provided by the City for all grounds to hold the Inmate.

2. Prior to releasing a City Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainers.

   a) If the Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the City, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.

   b) If the City Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.

   c) If the City Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.

   d) If, upon return from SCORE to the City, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.

3. SCORE will not accept ICE detainers for the purpose of holding inmates in custody.

ATTACHMENT F

INMATE RELEASE

SCORE personnel will release City Inmates as follows:

1. To the City for return to the Inmate's residence or City of arrest either through City arranged transportation or through regularly scheduled transports provided by SCORE.

2. City Inmates for whom bail is posted, or who otherwise have a right to be released may:

   a) Choose to remain in custody, by signing written waiver, and return to City by the regularly scheduled transport.

   b) Be released to a family member or friend with confirmed transportation.

   c) If no other options are available, be released via private taxi with voucher provided by City for sufficient milage to return to location of inmates choosing not to exceed the milage for return to City of arrest.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Right of Entry and Hold Harmless Agreement with Snohomish County for the control of noxious weeds at the City's Water Pollution Control Facility

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

COUNCIL BILL #	
Originating Department	Utilities
Contact Person	Chris Chesson
Phone Number	425-257-8878
FOR AGENDA OF	July 27, 2016

Initialed by:
Department Head
CAA db
Council President

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Water Pollution Control Facility, 4027 4th Street SE, Everett WA 98201		Agreement	Legal, Utilities

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):401-5-200-111-921-480
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The Snohomish County Public Works Department is engaged in noxious weed control along County rights of way and has identified noxious weeds in the vicinity of the City's Water Pollution Control Facility (WPCF).

This Agreement will grant the County the right to enter the WPCF and control these noxious weeds at no cost to the City.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Right of Entry and Hold Harmless Agreement with Snohomish County for the control of noxious weeds at the City's Water Pollution Control Facility at no cost.

RIGHT OF ENTRY AND HOLD HARMLESS AGREEMENT
NOXIOUS WEED CONTROL

THIS AGREEMENT is made by and between Snohomish County, a political subdivision of the State of Washington and City of Everett (Name), hereinafter referred to as the "Owner", of certain real property located at Water Pollution Control Facility 4027 4th Street SE Everett WA 98201 in Snohomish County, Washington.

WHEREAS, the Public Works Department of Snohomish County is engaged in noxious weed control along County rights of way and controlling the source of noxious weeds is of paramount importance

WHEREAS, the Owner is the owner, tenant and/or is in legal control of the real property mentioned herein, and desires to have the County, after control options are explained, control listed noxious weeds on his/her real property at no cost or a predetermined agreed cost:

NOW, THEREFORE, in consideration of the mutual benefits herein:

1. The Owner hereby grants the County the right to enter the real property located at the address listed above for the purpose of noxious weed control during regular business hours (7 a.m. until 5 p.m.) weekdays, or as follows: (insert time if applicable)__________________. The Owner understands that the County will use integrated weed management techniques which may include one or more of the following methods; mowing, clipping, pulling, herbicide application, covering, or biological control. **The Owner agrees to take whatever measures are necessary to protect the individuals and personal property present during control work, including restraining any animals and restricting the activities of any children on the site.**

2. The County shall protect and save harmless, the Owner(s) from and against any and all claims, damage to, loss or destruction of property whatsoever suffered by the Owner(s), his successors and assigns caused by said control work; however, the County shall not be so obligated in the event of negligence of the Owner(s), his/hers/their successors and assigns, tenants, licensees and invitees causing damage, loss or destruction.

DATED this ______ day of __________________, 2016

Owners__________________________________

Address __________________________________

____

Phone No. (   )____________________________

~~~~~~

ACCEPTED BY__________________________________ ________________

Ray Stephanson, Mayor, City of Everett   Date
~~~~~~

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Professional Services Agreement with Perteet, Inc. for final design of Downtown Streetscape Improvements Phase 2

_____	Briefing	COUNCIL BILL #	
_____	Proposed Action	Originating Department	Public Works
_____	Consent	Contact Person	Ryan Sass
_____	Action	Phone Number	(425) 257-8922
_____	First Reading	FOR AGENDA OF	July 27, 2016
_____	Second Reading		
_____	Third Reading		
_____	Public Hearing		
_____	Budget Advisory		

Initialed by:
Department Head _____
CAA db
Council President _____

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Hoyt Avenue, from Pacific Avenue to Wall Street		Professional Services Agreement, Insurance Certificates	Public Works

Amount Budgeted	$ 674,520	
Expenditure Required	$ 674,520	Account Number(s): PW 3553
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The proposed Professional Services Agreement with Perteet, Inc. will complete the final design of the Downtown Streetscape Improvements Phase 2 for the section of Hoyt Avenue between Pacific Avenue and Wall Street. The improvements will include roadway improvements, utility improvements, urban design features and landscape improvements.

Funding for the project includes State Pedestrian and Bicycle Safety grant funds and local matching funds as follows:

State Grant – 2013 Ped and Bike Safety Grant	$ 554,520
Fund 119 – Street Improvements	91,345
Fund 157 – Traffic Mitigation	28,655
Total Funds	$ 674,520

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with Perteet, Inc. for final design of Downtown Streetscape Improvements Phase 2 in an amount not to exceed $111,908.

CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT

This Professional Service Agreement (this "**Agreement**") is dated _____ 20__, and is between the City of Everett, a Washington municipal corporation and Perteet, Inc. (the "Service Provider").

1. Engagement of Service Provider. Service Provider shall provide the services described in the attached Exhibit C (the "Scope of Work" or the "Work").

2. Parts of the Agreement. This Agreement consists of this signed document, the General Conditions attached as Exhibit A, the Special Conditions attached as Exhibit B, the Scope of Work attached as Exhibit C, and the compensation and expense provisions attached as Exhibit D. If the Service Provider's proposal is attached as an exhibit or as part of 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 the Agreement between the City and Service Provider.

3. Date of Contract Completion:

December 31, 2017

4. Maximum Total Compensation Amount: $ 111,908

5. Service Provider Notice Address:

Perteet, Inc.
2707 Colby Avenue, Suite 900
Everett, WA 98201
Attn: Gina Parenteau

6. City Notice Address:

City of Everett
Attn: Ryan Sass
3200 Cedar Street
Everett, WA 98201

7. City Billing Address:

City of Everett
Attn: Ryan Sass
3200 Cedar Street
Everett, WA 98201

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

_____
Date

APPROVED AS TO FORM:

_____
James D. Iles, City Attorney

_____
Date

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

Corporation

Full Legal Name Perteet, Inc.

Signature: _____

Name of Signer: Daniel J. Hansen

Title of Signer: Vice President

Partnership

Full Legal Name:

Signature: _____, Partner

Name of Signer:

Sole Proprietor

Signature: _____, Sole Proprietor

Name:

Limited Liability Company

Full Legal Name

Signature: _____, Managing Member

Name of Signer:

STATE RETIREMENT SYSTEMS

ALL SERVICE PROVIDERS MUST COMPLETE THIS PAGE

Service Provider Name: Perteet, Inc.

Servive Provider Phone Number: (425) 257-7700

1. Does Service Provider have twenty-five (25) or more employees? YES

IF YES: SKIP REMAINDER OF PAGE
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), or Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)?

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

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), or Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)?

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

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), or Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)?

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), or Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)?

EXHIBIT A
GENERAL CONDITIONS

1. **Scope of 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. The Service Provider shall perform the Work in a competent and professional manner. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider's design shall be reasonably accurate, adequate and suitable for its intended purpose.

2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to the 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 the Agreement.

3. **Time of Beginning and Completion of Performance.** The Agreement shall commence as of the Date of Contract Commencement and shall be completed by the Date of Contract Completion.

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 D.

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 D or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit D regarding expenses 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 D; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit D; 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 the Maximum Total Compensation Amount.

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 the Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to the payment address on the first page of the Agreement.

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit C. 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 the 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 the 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 the Agreement and (c) become a part of the 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 the 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 the 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 the 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 the 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 the 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 the Agreement or may demand Service Provider to promptly reimburse the City for such cost.

12. **Independent Contractor.**

A. The Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under the 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 the 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 the Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue revenue service for the type of service performed; and

(5) By the effective date of the 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 the 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 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. 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.

D. 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 the 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 the Agreement. For breach or violation of this warranty, the City shall have the right to annul the 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 the 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 the 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 the 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 the 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 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.

19. **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 the 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 the 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 the 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.

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

24. **Severability**. If any part of the 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 notice address on the first page of the Agreement.
B. Notices to the Service Provider shall be sent to the notice address on the first page of the Agreement.

26. **Venue.** Venue for any lawsuit arising out of the 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 the Agreement.

EXHIBIT B
SPECIAL CONDITIONS

None

Exhibit "C"
Scope of Services

City of Everett
Everett Downtown Streetscape Improvement
Hoyt Avenue from Pacific Avenue to Wall Street
Phase 2 - Final Design

This project involves completion of the City of Everett's Hoyt Avenue Streetscape Improvement project that was previously prepared and shelved at the 90% design level. This Scope of Services is to prepare environmental documents along with final Plans, Specifications and Opinion of Costs for the section of Hoyt Avenue between the intersections of Pacific Avenue and Wall Street. The improvements will include roadway improvements, utility improvements, urban design features, landscaping and environmental documentation. The project is funded with City funding and State Pedestrian and Bicycle Safety grant funds. Specific work elements for the project may include the following:

Project Management
Utility Coordination
Final Roadway Design (Preparation of PS&E documents)
Environmental Support
Bidding Assistance

SUBCONSULTANTS

Qualified sub-consultants included for this project:

- Makers –Urban Amenities
- JGM – Landscape, Irrigation and Urban Amenities

SCOPE OF SERVICES

This agreement includes professional services to provide engineering and consulting services for the second phase of work on this project.

Work Element 1 –PROJECT MANAGEMENT & DELIVERY

1.1 Meetings and Coordination: Attend coordination/discussion meetings with key City staff, and attend other meetings as needed. This element assumes up to 2 meetings. Maintain on-going contact with the City's Project Manager via informal meetings, telephone discussions, and electronic mail.

1.2 Staff and Sub-Consultant Coordination: Perteet will provide overall coordination of the project between City staff and Perteet staff, as well as schedule and coordinate with consultant and sub-consultants personnel and equipment.

1.3 Progress Reports and Invoices: The Consultant will prepare monthly progress reports and invoices for submittal to the City.

Deliverables:

- Meeting agendas and meeting notes for key meetings.
- Monthly Progress Reports and Invoices.

Work Element 2 – UTILITY COORDINATION

The Consultant shall coordinate with franchise utilities along the corridor in an effort to identify and possibly avoid utility conflicts.

The following franchise utilities have facilities within the project limits as previously identified:

- Frontier – Telephone
- Snohomish County PUD – Power
- Puget Sound Energy – Gas
- Comcast – Cable (not currently shown on topographic base map, however will contact as a confirmation)

This work element shall include the following tasks:

2.1 Utility Coordination and Contacts:
- Review utility coordination and conflict information from Phase 1 work and update the utility contacts list.
- Prepare and provide franchise utilities with an introductory letter to the project, preliminary plan set which includes the existing utilities as shown in the existing topographic base map and the proposed roadway footprint for franchise utility review. It is expected that the franchise utilities will review and confirm the location of existing utilities and provide additional utility location information if necessary.
- Provide franchise utilities with a copy of the 100% and final plan sets for informational purposes.

2.2 Conflicts Resolution: Identify potential utility conflicts and coordinate with franchise utilities as necessary to resolve conflicts.

2.3 Meetings: Coordinate and attend up to two meetings with franchise utilities as necessary and prepare meeting notes.

Assumptions:

- Franchise utilities will not need to be relocated as a result of this project. If it is determined that franchise utilities will need to be relocated as a result of the project improvements, or if the franchise utilities will do work (i.e. upgrades or modifications), coordination by the Consultant may be provided as an optional service.
- This assumes potholing will not be required. Potholing services not included in this Scope of Services.

Deliverables:
- Letter and preliminary plan set to franchise utilities.
- Copies of 100%, and final plans to franchise utilities.
- Meeting notes.

Work Element 3 – FINAL ROADWAY DESIGN & PS&E Preparation

The final design phase will taking the previously prepared 90% plans to final ad documents for plans, specifications, and opinion of cost (PS&E), and pavement design review. Since the project is being separated into phases, the previously prepared 90% plans will be parsed out. Under this Scope of Services, the roadway block of Hoyt Avenue will be prepared as a stand-alone set of bid documents.

PS&E design and preparation will be based on the following standards:

- City of Everett "Design and Construction Standards and Specifications for Development", current edition as published on the City website;
- City of Everett "Stormwater Management Manual", 2010 version;
- AASHTO guidance "A Policy on Geometric design of Highways and Streets", 2009;
- WSDOT "Standard Specifications for Road, Bridge, and Municipal Construction", 2016 edition;
- Plan sheets will prepared based on City of Everett Public Works Survey & CADD Standards, using Autodesk Civil 3D 2015 or newer;
- Plan and profile sheets will be prepared at a horizontal scale of 1"=20' (half size 1"=40'), and a vertical scale of 1"=5'.

This work element will consist of the following tasks:

3.1 100% PS&E: 100% design will proceed based on comments and direction from the City on the previously prepared 90% Design. The Consultant will parse the project sheets from the previous 90% submittal for the complete project. The limits of this project will only include Hoyt Avenue between Pacific Avenue and Wall Street. The Consultant will prepare a 100% contract plans, specifications and opinion of cost estimate for the proposed roadway improvements.

The 100% level PS&E plan set shall include the following sheets:

- Cover Sheet w/Vicinity Map and Index (1 Sheet)
- Legend and Abbreviation Sheet(1 Sheet)
- Survey Control Plan(1 Sheet)
- Site Preparation and Temporary Erosion and Sediment Control Plans(1 Sheet)
- Typical Roadway Sections(1 Sheet)
- Roadway Plan and Profile Sheets(2 Sheet)
- Curb Return and Misc. Roadway Details (7 Sheet)
- PCC Jointing Plan (1 Sheet)
- Drainage Profiles (1 sheet)
- Channelization and Signing Plans (1 Sheet)
- Channelization and Signing Details (2 Sheet)
- Landscaping Plan (by JGM, 3 sheets)
- Irrigation Plan (by JGM, 3 sheets)
- Urban Amenities Plan (by Makers, 6 sheets)
- Signal Plans and Details (6 sheets)

The Plans will include a Hot Mix Asphalt (HMA) and Portland Cement Concrete (PCC) roadway section as bid alternatives. This will include a PCC jointing plan.

Review of 90% Submittal/Response to Comments: This task will include the Consultants review of the City's 90% PS&E review comments. The Consultant will attend one review meeting with the City staff, and provide a written response to the City's comments.

Specifications: The Consultant shall –prepare the technical specifications based upon the specifications prepared in the previous completed phase of work. The Consultant will updated the special provisions

and amendments to be consistent with the 2016 WSDOT Standard Specifications, and assemble the Project Manual. The City will provide the latest boilerplate contract.

Opinion of Cost Estimate: A quantity estimate and Engineer's Opinion of Cost Estimate will be prepared at the 100% level. This will include updating unit costs.

Assumptions:

- It is assumed that the City will provide the Consultant with one set of written compiled comments from the City staff.
- It is assumed the City will provide a boiler plate of the Contract section of the Project Manual to the Consultant.
- It is assumed that walls will not be necessary. If it is determined during the 100% design phase that walls are necessary, this will be considered as additional work.
- It is assumed that parameters for construction sequencing and order of work will be included in the specifications and that a construction sequencing plan will not be included in the contract plans.

Deliverables:

- 7 sets of ½ size Plans, Specifications, and Opinion of Cost.
- Electronic copy of Plans in PDF format.
- Electronic copy of Draft Specifications in Microsoft Word format.
- Electronic copy of Opinion of Cost Estimate in PDF format.
- Written response to City's 90% Comments.

3.2 Final Bid Documents (PS&E): The Consultant will prepare final contract plans, specifications and opinion of cost, ad ready documents.

Preparation of Final PS&E: The Consultant will revise the100% Plans, Specifications and Opinion of Cost Estimate based on City comment and prepare a final, ad ready, PS&E package. This will include the preparation of the Bid Item List to be included in the Specifications.

Perteet will coordinate with Builders Exchange to provide a hard copy of ad ready documents.

Assumptions:

- It is assumed that the City will provide the Consultant with one set of written compiled comments from the City staff.

Deliverables:

- 2 sets of ½ size Plans, Specifications, and Opinion of Cost.
- 2 sets of full size Plans.
- Electronic copy of Plans in PDF format.
- Electronic copy of Plans in native Autodesk Civil 3D format.
- Electronic copy of Specifications in Microsoft Word format and PDF format.
- Electronic copy of Opinion of Cost in Excel format and PDF format.
- 1 set of ad ready PS&E documents provided to Builders Exchange.

3.3 QA/QC Reviews: An internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Work Element 4 – ENVIRONMENTAL AND LAND USE PERMITTING

During phase 1 design of this project, the SEPA Checklist was prepared and submitted, with a Notice of Planned Action Determination being issued on April 27, 2010. Some historic and cultural resources research was also performed which will be used to support some of the documentation efforts described below.

This work element will consist of the following:

4.1 Cultural Resources: The presence of the State funding will require a Historic & Cultural Resources Review Form EZ1 to meet the requirements of Executive Order 05-05. The Consultant will prepare the Form EZ1, including an area of potential effect (APE) memorandum, and submit to the City for submittal to the Department of Archaeology and Historic Preservation (DAHP). The Consultant will review the previous historic and cultural resources research documentation and use this as the basis of supporting documentation.

Assumptions:

- One round of City review comments have been budgeted.
- The City is responsible for all permit fees.
- No critical areas are present.
- A NPDES Notice of Intent will not be required for this project, as less than one acre of land disturbance will occur.

Deliverables:

- Draft and Final Form EZ1 and APE

Work Element 5 -- BIDDING ASSISTANCE

This work element will consist of the following:

5.1 RFIs: Perteet will provide assistance to the City during the bidding period (assume four weeks) to respond to Contractor inquiries

5.2 Addendums: Perteet will provide assistance to the City during the bidding period (assume four weeks) and prepare addenda as required (up to two assumed).

Assumptions:

- The City will issue addendums and submit to Builders Exchange.
- The City will take the lead on the project once the bid has been awarded. The City will provide a copy of a standard Letter of Award.

Deliverables:

- Up to 2 Addenda provided to City.

PROJECT DELIVERABLES

Designer's services shall be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Designer shall have no other obligations, duties or responsibilities associated with the project except as expressly provided in this Agreement.

The documents, exhibits or other presentations for the work covered by this Agreement ("Documents") shall be furnished by the CONSULTANT to the CITY upon completion of the various phases of the work. Whether the Documents are submitted in electronic media or in tangible format, any use of the Documents on another project or on extensions of this project beyond the use for which they were intended, or any modification of the Documents, or conversion of the Documents to an alternate system or format shall be without liability legal exposure to the CONSULTANT: CITY shall assume all risks associated with such use, modifications, or conversions. CONSULTANT may retain a tangible copy of the Documents delivered to CITY which shall govern the interpretation of the Documents and the information recorded. Electronic files are considered working files only-CONSULTANT is not required to maintain electronic files beyond 90 days after final project billing, and makes no warranty as to the viability of electronic files beyond 90 days from date of transmittal.

See deliverables under each task for those items the CONSULTANT will provide.

Optional Services Not Included in the budgeted Scope of Services

Upon request, the following additional services could be added to the contract via an amendment to this Scope of Services:

- Sanitary Sewer Main, Stormwater Main, or Water Main Design
- Traffic Control Plans
- Construction Staging Plans
- Right-of-Way acquisition and procurement services
- Traffic modeling and analysis
- Maximum Extent Feasible Documentation for ADA compliance
- Preparation of Right-of-Way Plans
- Air and Noise Analysis
- Construction Design Support
- Construction Management
- Geotechnical sub-surface field explorations and geotechnical reporting.

Exhibit "D"

Maximum Compensation

Perteet

Consultant Fee Determination Summary

2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700 | F 425.339.6018

Project: Everett Downtown Streetscape - Hoyt Ave, Pacific to Wall
Client: City of Everett

Hourly Costs

Classification	Hours	Rate	Amount
Sr. Associate	6	$190.00	$1,140
Sr. Associate	90	$190.00	$17,100
Lead Engineer / Mgr	8	$150.00	$1,200
Lead Engineer / Mgr	108	$150.00	$16,200
Engineer II	8	$110.00	$880
Engineer II	234	$110.00	$25,740
Lead Technician/Designer	46	$110.00	$5,060
Technician III	95	$95.00	$9,025
Planner II	16	$105.00	$1,680
Professional Land Survey II	2	$120.00	$240
Accountant	4	$90.00	$360
Total Hourly Costs	**617**		**$78,625.00**

Reimbursables

Expenses			Amount
Printing			$500
Total Expenses			**$500.00**

In-House Costs	Qty	Rate	Amount
Mileage - $.54	20	$0.540	$11
Total In-House Costs			**$11.00**

Subconsultants

Subconsultants	Cost	Markup	Amount
JGM Landscape Architects	$9,300.00	1.00	$9,300
Makers	$14,755.00	1.00	$14,755
Total Subconsultant Costs	**$24,055.00**		**$24,055.00**

Other

Management Reserve	$8,717
Total Other Costs	**$8,717.00**

Contract Total	**$111,908.00**

Prepared By: Regina M Parenteau Date: June 28, 2016

Client#: 326377 PERTEINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/13/2016

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 USI Kibble & Prentice PR 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-852 E-MAIL ADDRESS: PL.CertRequest@usi.biz
INSURED Perteet, Inc. P.O. Box 1186 Everett, WA 98206-1186	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Indemnity Company of — 25682 INSURER B : Travelers Casualty and Surety C — 31194 INSURER C : Phoenix Insurance Company — 25623 INSURER D : — INSURER E : — INSURER F : —

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6809A973147	06/27/2016	06/27/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			BA9A974666	06/27/2016	06/27/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	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		6809A973147 (WA Stop Gap)	06/27/2016	06/27/2017	PER STATUTE X 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
B	Professional Liability			106321064	06/27/2016	06/27/2017	$2,000,000 per claim $2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project #20130279, Everett Downtown Streetscape Improvements - Hoyt Ave. from Pacific Ave. to Wall St., Phase 2 - Final Design.

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE HOLDER	CANCELLATION
City of Everett Attn: Ryan Sass 3200 Cedar Street Everett, WA 98201	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 Brett M. Schultz

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KKUZP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to **WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;

b. In connection with premises owned by or rented to you; or

c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

e. This insurance does not apply to the rendering of or failure to render any "professional services".

f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph **a.** of **4. Other Insurance** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

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injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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