



Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, December 6, 2023
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: November 29, 2023

Mayor's Comments

Public Comment

Council Comments/Liaison Reports

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$1,135,444.18 For The Period Ending November 18, 2023 Through November 24, 2023.

Documents:

[RES CLAIMS PAYABLE NOV 18, 2023 - NOV 24, 2023.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,188,451.17 For The Period Ending November 18, 2023.

Documents:

[2023 RESOLUTION FOR PAYROLL PAY PERIOD 24.PDF](#)

(3) Authorize Release Of Invitation For Bid #2023-157 Vehicle Upfit And Service Bodies In The Form Substantially Provided.

Documents:

[UPFIT AND SERVICES BODIES.PDF](#)

(4) Adopt The Resolution Waiving Public Bidding Requirements And Approving A Multiple-Year Sole Source Purchase Of A MPC Buoy Algae Control System And Replacement Parts From LG Sonic Inc.

Documents:

[ALGAE CONTROL SYSTEM.PDF](#)

(5) Award The Construction Contract For The Citywide Bicycle Wayfinding Project To Always Active Services Of Seattle, WA In The Amount Of \$363,113.

Documents:

[CITYWIDE BICYCLE WAYFINDING-BID AWARD.PDF](#)

(6) Authorize The Mayor To Sign Amendment No. 3 To The Professional Services Agreement With Wood Environment And Infrastructure Solutions, Inc. For Environmental On Call Support, Extending The Term Of The Agreement.

Documents:

[WOOD ENVIRONMENT-ON CALL SUPPORT-AMEND NO. 3.PDF](#)

(7) Authorize The Mayor To Sign The Plan Adoption Renewal Agreement With Ready Rebound.

Documents:

[READY REBOUND AGREEMENT STATEMENT OF WORK.PDF](#)

PROPOSED ACTION ITEMS:

(8) CB 2312-60 – 2nd Reading - Adopt An Ordinance Establishing The Basic Salary Schedule For Employees Of The City Of Everett For 2024, Repealing Ordinance 3926.22. (3rd & Final Reading 12/13/23)

Documents:

[CB 2311-60.PDF](#)

(9) CB 2310-61 – 2nd Reading - Adopt An Ordinance Amending Ordinance No. 3839-21 Entitled A Special Improvement Project "Later Phase Eclipse Mill Park Project And Riverfront Trail Improvements Project", Fund 354, Program 073, To Accumulate Design And Construction Support Services For The Amount Of \$1,113,752. (3rd & Final Reading 12/13/23)

Documents:

[CB 2311-61.PDF](#)

(10) CB 2311-62 – 2nd Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Loganberry Trail Improvements", Fund 354, Program 091 To Accumulate All Costs For The Project. (3rd & Final Reading 12/13/23)

Documents:

[CB 2311-62.PDF](#)

(11) CB 2311-63 – 1st Reading – Adopt An Ordinance Closing A Special Improvement Project Entitled "17th Street Interceptor Upgrades" Fund 336, Program 020, As Established By Ordinance No. 3806-21. (3rd & Final Reading 12/20/23)

Documents:

[CB 2311-63.PDF](#)

(12) CB 2311-65 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Grand Avenue Utilities Replacement" Fund 336, Program 014, As Established By Ordinance No. 3762-20. (3rd & Final Reading 12/20/23)

Documents:

[CB 2311-65.PDF](#)

(13) CB 2311-66 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Lift Station #15 And Shore Avenue Forcemain" Fund 336, Program 005, As Established By Ordinance No. 3725-20. (3rd & Final Reading 12/20/23)

Documents:

[CB 2311-66.PDF](#)

(14) CB 2311-67 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Maple Heights Bridge Seismic Retrofit" Fund 303, Program 113, As Established By Ordinance No. 3603-18. (3rd & Final Reading 12/20/23)

Documents:

[CB 2311-67.PDF](#)

(15) CB 2311-68 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Reservoir No. 2 Replacement" Fund 336, Program 017, As Established By Ordinance No. 3792-20. (3rd & Final Reading 12/20/23)

Documents:

[CB 2311-68.PDF](#)

(16) CB 2311-69 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "SEI To SRI Intertie And SRO8 Rehabilitation" Fund 336, Program 010, As Established By Ordinance No. 3735-20. (3rd & Final Reading 12/20/23)

Documents:

[CB 2311-69.PDF](#)

(17) CB 2311-71 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Water Main Replacement "W"" Fund 336, Program 023, As Established By Ordinance No. 3813-21. (3rd & Final Reading 12/20/23)

Documents:

[CB 2311-71.PDF](#)

(18) CB 2311-73 – 1st Reading – Adopt An Ordinance Prohibiting City Council Members From Holding Other Elected Offices. (3rd & Final Reading 12/20/23)

Documents:

[CB 2311-73.PDF](#)

(19) CB 2312-75 – 1st Reading - An Ordinance Creating A Special Improvement Project Entitled "Lift Station #15" Fund 336, Program 041. (3rd & Final Reading 12/20/23)

Documents:

[CB 2312-75.PDF](#)

ACTION ITEMS:

(20) Authorize The Mayor To Sign Amendment No. 1 To The Professional Services Agreement With Commonstreet Consulting, LLC.

Documents:

[COMMONSTREET PSA AMENDMENT.PDF](#)

(21) CB 2312-74 – 1st, 2nd, 3rd Readings – Adopt An Emergency Ordinance Relating To Temporary Uses, Adopting An Interim Official Control Allowing Temporary Uses Under EMC 19.05.068 To Be Renewed, Declaring An Emergency, And Setting A Public Hearing Date. (Public Hearing Date To Be Determined)

Documents:

[CB 2312-74.PDF](#)

PUBLIC HEARING:

(22) CB 2310-55 – 3rd & Final Reading - Adopt An Ordinance Appropriating The Budget For The City Of Everett For The Year 2024 In The Amount Of \$746,730,743.

Documents:

[CB 2310-55.PDF](#)

COUNCIL BRIEFING AGENDA: (These Items Come Before The City Council Serving As A Council Committee Of The Whole And Are Likely To Be Scheduled At A Future Meeting.)

BRIEFINGS:

(23) CB 2311-72 – 1st & 2nd Readings - Adopt An Ordinance Approving The Appropriations Of The 2023 Revised City Of Everett Budget And Amending Ordinance No. 3970-23. (3rd & Final Reading 12/13/23)

Documents:

[CB 2311-72.PDF](#)

(24) CB 2310-56 – 3rd & Final Reading - Adopt An Ordinance Relating To Animal Control, Amending Chapters 6.04 And 6.08 Of The Everett Municipal Code.

Documents:

[CB 2310-56.PDF](#)
[ANIMAL CONTROL ORDINANCE_BRIEFING.PDF](#)

(25) CB 2311-64 – 1st Reading - Adopt An Ordinance Amending EMC 10.02.265, 10.18.025, 10.23.050, And 10.78.110 And Creating New Sections Of EMC 10.16 And EMC 10.78. (3rd & Final Reading 12/20/23)

Documents:

[CB 2311-64.PDF](#)

(26) CB 2311-70 – 1st Reading - Adopt An Ordinance Relating To Public Health And Safety Creating A Sentence Enhancement Ordinance Applicable At The Prosecutor's Option For Certain Qualifying Crimes When Necessary Preconditions Have Been Met. (3rd & Final Reading 12/20/23)

Documents:

[CB 2311-70.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

- o Call in to listen to the Council meetings: 425.616.3920, conference ID: 724 887 726#
- o Participate remotely via Zoom by registering to speak at everettwa.gov/speakerform. You must register no later than 30 minutes prior to the meeting. Or contact Angela Ely at 425.257.8703 or aely@everettwa.gov and identify the topic you wish to address.
- o Provide written public comments by email to Council@everettwa.gov or mail to 2930 Wetmore Avenue, Suite 9A, Everett, WA 98201. Emailing comments 24 hours prior to the meeting will ensure your comment is distributed to councilmembers and appropriate staff.
- o Persons seeking to comment on non-agenda items may be asked to submit the comments in writing if the comment does not address an issue of broad public interest.

AGENDAS, BROADCAST AND RECORDINGS

- o The Council agendas and meeting recordings can be found, in their entirety, at everettwa.gov/citycouncil.
- o The Council meetings are broadcast on government-access cable Comcast Channel 21 and Frontier Channel 29. They are rebroadcast on Monday and Tuesday at noon; Thursday at 2 p.m. and 7 p.m.; Friday and Sunday at 7 p.m.; Saturday at 10 a.m.
- o Watch live meetings and recordings at YouTube.com/EverettCity.

CONTACT THE COUNCIL

If you do not wish to participate in the meeting, we provide these other methods of contacting your elected officials: Email the Council at Council@everettwa.gov.

- o Call the Council offices at 425.257.8703
- o You may call in just to listen to the meeting: 425.616.3920, conference ID 724 887 726#

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. For additional information, please visit our website at <https://www.everettwa.gov/3129/American-Disabilities-Act-ADA-and-Title->.

RESOLUTION NO. _____

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

Whereas the claims payable by check against the City of Everett for the period November 18, 2023 through November 24, 2023, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
001	City Council	4,110.84	101	Parks & Recreation	22,470.94
002	General Government	(46.50)	110	Library	3,861.92
003	Legal	104,922.63	112	Community Theater	3,214.30
004	Administration	491.69	119	Public Works-Street Improv	19,839.78
005	Municipal Court	698.36	120	Public Works-Streets	753.56
007	Human Resources	2,045.92	130	Develop & Const Permit Fee	80.00
009	Misc Financial Funds	33,969.83	146	Property Management	18,215.70
010	Finance	3,685.42	152	Cum Reserve-Library	1,290.00
015	Information Technology	783.50	153	Emergency Medical Service	34,934.95
018	Communications, Mktg & Engag	2,783.73	155	Capital Reserve Fund	46,010.01
021	Planning & Community Dev	5,057.53	156	Criminal Justice	672.28
024	Public Works-Engineering	7,744.20	197	CHIP Loan Program	382.67
026	Animal Shelter	430.50	303	PW Improvement Projects	186.30
030	Emergency Management	287.73	336	Water & Sewer Sys Improv	203,694.93
031	Police	24,087.84	401	Public Works-Utilities	241,562.91
032	Fire	76,082.45	402	Solid Waste Utility	6,478.67
038	Facilities/Maintenance	9,856.24	425	Public Works-Transit	35,028.39
			430	Everpark Garage	362.67
TOTAL GENERAL FUND		\$ 276,991.91	440	Golf	40,538.17
			501	MVD-Transportation Service	853.84
			503	Self-Insurance	11,732.95
			505	Computer Reserve	78,790.61
			507	Telecommunications	4,083.83
			508	Health Benefits Reserve	19,663.76
			661	Claims	63,749.13
			TOTAL CLAIMS		\$ 1,135,444.18

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2023

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 November 18, and checks issued November 22, 2023, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	11,932.43	5,989.07
003	Legal	86,254.04	23,040.78
004	Administration	40,037.10	8,962.06
005	Municipal Court	66,159.95	22,566.06
007	Personnel	60,893.88	19,988.21
010	Finance	92,362.90	30,146.00
015	Information Technology	118,697.45	37,659.79
018	Communications and Marketing	19,615.78	6,601.11
021	Planning & Community Dev	109,639.56	32,907.46
024	Public Works	190,560.29	64,622.02
026	Animal Shelter	55,057.68	21,517.02
030	Emergency Management	9,863.60	3,133.26
031	Police	1,169,919.30	277,657.45
032	Fire	787,316.62	156,823.15
038	Facilities/Maintenance	101,194.04	37,240.40
101	Parks & Recreation	146,418.76	55,717.44
110	Library	117,309.93	37,934.47
112	Community Theatre	6,778.35	2,343.10
120	Street	69,988.74	25,377.91
153	Emergency Medical Services	438,280.21	77,724.55
197	CHIP	11,245.12	3,400.69
198	Community Dev Block	7,940.33	2,378.08
401	Utilities	857,144.26	312,681.35
425	Transit	499,441.22	180,762.24
440	Golf	31,077.43	12,209.38
501	Equip Rental	83,322.20	30,460.08
		<u>\$5,188,451.17</u>	<u>\$1,489,843.13</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2023.

Council President

Project title: Authorize Release of Invitation for Bid #2023-157 Vehicle Upfit and Service Bodies

Council Bill # *interoffice use*

Agenda dates requested:

December 6, 2023

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☒ No ☐

Budget amendment:

Yes ☒ No ☐

PowerPoint presentation:

Yes ☒ No ☐

Attachments:

Invitation for Bid

Department(s) involved:

Procurement & Motor
Vehicle Division

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

SH

Department head

Administration

Council President

Project: Vehicle Upfit and Service Bodies

Partner/Supplier: To be determined

Location:

Preceding action: None

Fund: various

Fiscal summary statement:

The estimated value of this contract is approximately \$700,000 annually, if awarded.

The lowest responsive and responsible supplier will be brought to Council for consideration and award.

Project summary statement:

Staff is requesting that the City Council authorize the issuance of Invitation for Bid (IFB) #2023-157 Vehicle Upfit and Service Bodies to receive bids from suppliers to install custom service bodies and miscellaneous auxiliary equipment on City supplied vehicles and truck chassis.

Annually, the City of Everett purchases several incomplete truck and van chassis, pick-up trucks, and empty but complete cargo vans destined to be made into service vehicles. These vehicles require upfitting before they can be used for daily operations.

Recommendation (exact action requested of Council):

Authorize release of Invitation for Bid #2023-157 Vehicle Upfit and Service Bodies in the form substantially provided.



EVERETT
WASHINGTON

PROCUREMENT

Invitation for Bid #2023-157

Procurement Professional Point of Contact:

Jenny Chang, CPPB

Buyer

(425) 257-8904

bids@everettwa.gov

Vehicle Upfit and Service Bodies

TIMELINE - The following represents the schedule for this solicitation.	
Event	Date
Issue Date	December 7, 2023
Deadline for Final Questions	January 4, 2024
Bid Due Date	January 16, 2024, 2:00 p.m. Pacific Time
Award	February 2024
Anticipated Contract Start Date.....	February 2024
Contract Term	One year with two (2) one-year extension options at the sole discretion of the City of Everett
<p align="center">Submit Sealed Bids to: City Clerk's Office – Attention: Procurement 2930 Wetmore Ave, Suite 1A Everett, WA 98201</p> <p>Clearly label the outside of the sealed envelope containing the original bid and one complete copy with the Bid Name, Bid Number and contact information listed above. Only bids that arrive in the City Clerk's office by the deadline will be considered.</p> <p>The Clerk's office is open Monday – Thursday from 8:00 a.m. – 12:00 p.m. and 1:00 p.m. – 5:00 p.m.</p> <p>Information & Addenda: All Information, including Addenda regarding this solicitation can be found at: https://www.everettwa.gov/2713/Bid-opportunities</p> <p>Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a bid.</p> <p>Questions: All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.</p> <p>Unauthorized contact regarding this Invitation for Bid with any other City of Everett employee or contractor may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Everett. Suppliers should rely only on written statements issued by the individual named listed above.</p>	

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SECTION 1 - INSTRUCTIONS

1.1 BID SUBMITTAL

The City Clerk's Office must receive the Supplier's bid, in its entirety by 2:00 p.m. Pacific Time. Bids arriving after the deadline will be returned unopened to their senders.

All bids must be submitted on the forms provided in this document. To receive consideration for award, the bid shall be completed and signed by an authorized representative of the supplier.

Only firm bids will be accepted and the City reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the City. No supplier may withdraw its bid after the hour set for the opening unless the award is delayed for a period exceeding ninety (90) days. The City further reserves the right to make awards to the lowest and most responsive Bidder as deemed in the best interests of the City.

No exceptions to the City's terms, conditions, and specifications will be accepted. Any attempt to modify the City's terms, conditions, and specifications may result in a non-responsive bid.

1.2 BID OPENING

At the appointed time, all bids will be opened and read aloud publicly via live streaming or bidders may attend the bid opening in person at 2930 Wetmore Ave, Suite 9E, Everett WA 98201. The link to view live streaming bid opening can be found at: <https://everettwa.gov/319/Procurement>.

1.3 OFFER PERIOD

All bids submitted shall remain open for sixty (60) days from the receipt date. The City of Everett reserves the right to extend this period.

1.4 REQUEST FOR DUE DATE EXTENSION

Suppliers may request an extension of the Bid Due Date. Supplier shall supply any justification and additional information that will facilitate an evaluation and decision by the City of Everett. Any approved extension will be issued in an addendum.

1.5 WITHDRAWAL OF BIDS

Suppliers may withdraw a bid which has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the supplier must be submitted to the Procurement Professional named on the Invitation to Bid cover sheet.

1.6 PROCEDURE WHEN ONLY ONE BID IS RECEIVED

If the City of Everett receives a single responsive, responsible bid, the City shall have the right to conduct a price or cost analysis on such bid. The supplier shall promptly provide all cost or pricing data, documentation and explanation requested by the City to assist in such analysis. By conducting such analysis, the City shall not be obligated to accept the single bid; the City reserves the right to reject such bid or any portion thereof.

1.7 MULTIPLE BIDS

Suppliers interested in submitting more than one bid may do so, so long as each bid stands alone and independently complies with the instructions, conditions and specifications of this Invitation to Bid.

1.8 EVALUATION AND AWARD

The City of Everett will award the Bid to the responsive and responsible Supplier(s) with the lowest offer that best meets the needs of the City, or reject any and all Bids.

- a. Responsive Bidder- A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.
- b. Responsible Bidder - A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.9 METHOD OF AWARD

After bids are received, the City will determine the method of award based on the best interest of the City. The City will choose between two methods:

“All or Nothing”: The City awards all bid items to a single bidder, with the award made to the responsive and responsible bidder with lowest price on the sum of all the bid items. If a bidder on its bid leaves a bid item blank or inserts “no-bid” or equivalent language, then the City may (1) declare the bid non-responsive and not eligible for an “All or Nothing” award or (2) solely for the purpose of comparing the bid to other bids, deem the unit price for that bid item to be equal to the highest unit price for that item found in the other bids.

“Item by Item”: The City awards on an item-by-item basis to one or more bidders, with the award for each item made to the responsive and responsible bidder with the lowest price on that item. The City may award some or all of the bid items, and may elect to not award some bid items. If a bidder on its bid leaves a bid item blank or inserts “no-bid” or equivalent language, then the City will not consider that bidder for award on that bid item.

1.10 BIDDING ERRORS

The City of Everett will not be liable for any errors in supplier bids. Suppliers will not be allowed to alter bids after the deadline for bid submission.

The City of Everett reserves the right to make corrections or amendments due to errors identified in bids by the City of Everett or the Supplier. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Suppliers are liable for all errors or omissions contained in their bids.

After receiving bids, the City of Everett will review and check each bid for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any quoted item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the City of Everett.

When, after the opening of the bids a supplier claims an error, and requests to be relieved of award, they will be required to promptly present certified work sheets. The Procurement Professional will review the work sheets and if the Procurement Professional is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the supplier may be relieved of their bid.

1.11 CANCELLATION

The City, at its sole discretion may choose to reject any or all bids, in whole or in part.

1.12 EXCLUDED PARTIES

All Suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.

<https://www.sam.gov>.

1.13 BUSINESS LICENSE

The successful Supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett Business & Occupation Tax (B & O), when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

1.14 BID PROTEST PROCEDURES

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46 which can be found at: <https://everett.municipal.codes/>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

1.15 NON-ENDORSEMENT

As a result of the selection of a Supplier to provide the commodities described in Section 2 to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The supplier agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Everett.

1.16 NO CONFIDENTIALITY

By submitting a bid, the bidding supplier understands and agrees that the bid and all the materials submitted in connection with the bid will not be treated as confidential or proprietary by the City. The City will disclose the bid and all such materials to anyone at any time and without notice to the bidding supplier.

1.17 RESPONSE PROPERTY OF THE CITY OF EVERETT

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

1.18 NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this Invitation for Bid does not compel the City of Everett to purchase. The City of Everett reserves the right to reject any and all Bids.

1.19 COST OF PREPARING BIDS

The City of Everett is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to this Invitation for Bid.

1.20 CONTRACT TERMINATION

In determining any contract award, the City of Everett reserves the right to consider past performance by supplier in City of Everett contracts. If the City of Everett has previously terminated a contract with a

supplier for supplier's default or other non-performance, the City of Everett reserves the right to reject bids or quotes received from that supplier.

1.21 RECYCLE

The City of Everett is committed to the environment and encourages suppliers to recycle material to the extent practicable.

1.22 COOPERATIVE PURCHASING

Suppliers: RCW 39.34 allows cooperative purchasing between public agencies also called political subdivisions. Public agencies which have an Intergovernmental Cooperative Purchasing Agreement with the City of Everett may purchase from City of Everett contracts, provided that the supplier has agreed to such participation. Each supplier must indicate on the quote submittal form if they will not honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Everett. The City of Everett does not accept any responsibility for purchase orders issued by other public agencies.

Cooperating Political Subdivisions: Public agencies desiring to use Everett's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett, as required by RCW 39.34. Only those public agencies who have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency must be affected by a purchase order from the public agency, directed to the supplier or other party contracting to furnish goods or services to the City of Everett.

The City of Everett accepts no responsibility for the performance of any purchasing contract by the supplier, and the City of Everett accepts no responsibility for payment of the purchase price for any public agency.

SECTION 2 - SPECIFICATIONS

2.1 INTENT

The City of Everett is seeking a supplier or suppliers for the installation of a variety of custom service bodies and miscellaneous auxiliary equipment on City of Everett supplied vehicles and truck chasses.

This bid is separated into two parts. Companies may bid for either or both parts. Each part below will be awarded separately.

Part A describes equipment and labor needed to upfit complete pick-up trucks, as well as truck and van chasses, into complete vehicles able to complete work needed by user groups.

Part B describes equipment and labor needed to upfit cargo vans into useful vehicles to complete work needed by user groups.

There is no guarantee the City will provide a certain amount of equipment or vehicles to be installed in any given year. This is due to the fluctuating nature of the City's vehicle replacement policy and economic climate.

2.2 INTENT OF SPECIFICATIONS

The apparent silence or omission in the specifications as to any detail of the work to be done or materials to be furnished means that the best general practice shall prevail and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.

2.3 CITY OF EVERETT FLEET

Annually, the City of Everett purchases several incomplete truck and van chassis, pick-up trucks, and empty but complete cargo vans destined to be made into service vehicles. These vehicles require upfitting into useful vehicles. With this upfitting, many City vehicles could be used for daily operations. Due to the critical nature of providing City services, certain department vehicles may be prioritized.

2.4 GENERAL REQUIREMENTS

- All components must be new, unused, up-to-date models.
- Six (6) complete sets of keys for all locks must be provided with the unit.
- Each unit must include all warranty, service, and user manuals furnished by all component manufacturers.
- If applicable, hydraulic filters must be easily accessible and replaceable without removing or disconnecting other components. If necessary, filters may be remotely mounted to meet this requirement. Spin-on filters are required for fluid service unless specified otherwise or approved by the City of Everett Fleet Program Manager or designee. All filters shall be heavy-duty and sized for severe service.
- Hose, wire and tube routing shall not impede normal maintenance and adjustment of the unit. Hoses, wires and tubes must be securely and neatly positioned and secured with non-corrosive clamps.

- In the situation where the supplier is unable to provide the requested brand, the supplier may request approval of an alternative. The supplier must provide applicable information, such as the part number, model, description, and performance data of the alternative proposed to the City of Everett Fleet Program Manager or designee. If the alternative is approved, the Fleet Program Manager or designee will provide written approval.

PART A – PICK-UP TRUCKS, TRUCK & VAN CHASSES

2.5 GENERAL INFORMATION

Truck and van chasses need to be made into complete service trucks with service bodies and custom options i.e., lights, cranes, hydraulics, welding equipment compartments, liftgates, etc. Complete pick-up trucks also sometimes require upfit. The following list of configurations will represent the common types of complete vehicles or chasses the City of Everett will supply for this portion of the contract. The vehicle models available and manufactured will change from year to year. This list should be used as a reference only and does not guarantee that these are the only vehicles the City may supply or require to be upfitted.

A. Ford, gas or diesel

1. F-250 pick-up.
2. F-250 pick-up with bed delete option.
3. F-350 pick-up, single rear wheel.
4. F-350 pick-up, dual rear wheel.
5. F-350 chassis, single rear wheel.
6. F-350 chassis, dual rear wheel.
7. F-450 chassis.
8. F-550 chassis.
9. F-650 chassis.
10. Ford Transit chassis, single rear wheel.
11. Ford Transit chassis, dual rear wheel.

B. Chevrolet, gas, or diesel

1. 2500 pick-up.
2. 2500 pick-up with bed delete option.
3. 3500 pick-up, single rear wheel.
4. 3500 pick-up, dual rear wheel.
5. 3500HD chassis.
6. 4500HD chassis.
7. 5500HD chassis.

8. 6500HD chassis.
- C. Ram, gas or diesel
1. 2500 pick-up.
 2. 3500 pick-up, single rear wheel.
 3. 3500 pick-up, dual rear wheel.
 4. 3500 chassis.
 5. 3500 10K chassis.
 6. 4500 chassis.
 7. 5500 chassis.
- D. Isuzu
1. NPR-HD gas chassis.
 2. NQR gas chassis.
 3. NRR gas chassis.
 4. NRR diesel chassis.

2.6 LIGHTING AND ELECTRICAL

- Wiring standards as per City of Everett electrical requirements noted in Appendix A.
- Body lighting will all be of Whalen brand, when possible, with the exception of rear Truck-Lite sealed lighting.
- All lights and reflectors required by DOT, FMVSS 108 standards, and Chapter 46.37 of the Revised Code of Washington must be furnished.

2.7 PICK-UP TRUCK UPFITTING

- Bed liner: material such as "Line-X" or City of Everett Fleet Program Manager approved equal installed over the rail, in the truck bed and tailgate.
- Bed inserts.
- Cab guards (headache racks)
- Canopies.
- Tonneau covers.
- Tommy gate liftgates.
- Bed-mounted fuel tanks.
- Winches: various sizes Warn winches.

- Miscellaneous items not previously listed.

2.8 TRUCK CAB AND CHASSIS UPFITTING ITEMS

- Toolboxes: aluminum Pro-Tech boxes or City of Everett Fleet Program Manager approved equal boxes from other manufacturers.
- Tommy Gate liftgates.
- Liftmoore cranes, hydraulic or electric.
- Compartment heaters.
- Harrison Hydra-Gen hydraulic generators.
- Cab guards: "Pro-Tech" Cab guards or City of Everett Fleet Program Manager approved equal.
- Miller EnPak self-contained generator/welder.
- Winches: various sizes Warn winches.
- Hose reels.
- Pass-through bumpers.
- Miscellaneous items not previously listed.

PART B – CARGO VANS UPFIT

2.9 GENERAL INFORMATION

Complete cargo vans will need to have internal shelves, compartments, and other accessories, such as hooks, installed to allow the vehicle to be used appropriately by the respective user group. The following list of configurations will represent the common types of complete vehicles or chasses the City of Everett will supply for this portion of the contract. The vehicle models available and manufactured will change from year to year. This list should be used as a reference only and does not guarantee that these are the only vehicles the City may supply or require to be upfitted.

A. Ford

1. Transit 150 cargo, all roof heights and lengths.
2. Transit 250 cargo, all roof heights and lengths.
3. Transit 350 cargo, all roof heights and lengths.
4. Transit 350HD cargo, dual rear wheel, all roof heights and lengths.
5. E-Transit cargo, all roof heights and lengths.
6. E-450 van chassis, all roof heights and lengths.

B. Ram

1. Promaster 1500 cargo, all roof heights and lengths.

2. Promaster 2500 cargo, all roof heights and lengths.
3. Promaster 3500 cargo, all roof heights and lengths.

2.10 LIGHTING AND ELECTRICAL

- Wiring standards as per City of Everett electrical requirements noted in Appendix A.
- Body lighting will all be of Whalen brand, when possible, with the exception of rear Truck-Lite sealed lighting.
- All lights and reflectors required by DOT, FMVSS 108 standards, and Chapter 46.37 of the Revised Code of Washington must be furnished.
- Truck-Lite sealed lighting system installation is required in the rear of service bodies.

2.11 CARGO VAN

- All equipment must be Weather Guard brand, unless approved by the Fleet Program Manager or designee.
 - Partition.
 - Shelving.
 - Cab storage.
 - Cabinets.
 - Hooks.
 - After-market heaters.
 - Miscellaneous items not previously listed.

2.12 SERVICE BODY

- Dakota brand, in both steel and aluminum. Other acceptable brands are:
 - Scelzi
 - Knapheide
 - Reading
 - Harbor
 - Royal
 - Highway Products
 - Stellar
- Bed liner: material such as "Line-X" or City of Everett Fleet Program Manager approved equal installed over the rail, in the truck bed and tailgate.

- DOT-approved mud flaps must be installed with anti-sail brackets.

2.13 HYDRAULICS

- Hydraulically or electrically operated crane.
- Hydraulics for a hydraulically operated generator.
- Hydraulically operated outriggers for cranes.
- Hydraulically operated tool circuit (able to run equipment such as jackhammers).
- Other miscellaneous hydraulic-related needs.

2.14 SERVICE BODY PAINT

- The surface must be prepped to specific paint manufacturers guidelines, cleaned, and washed with industry standard cleaning solvent.
- The standard color for service bodies and boxes is the OEM white to match the cabs.
- Other colors will be approved only by the City Fleet Manager or designee in writing.
- The entire unit, aft of cab, must be painted with primer/sealer. Finished paint shall be 3 mils when dry.
- The entire unit, aft of cab, must be coated with Axalta Imron, finished with a commercial grade clear coat protectant. Finished paint shall be 3 mils.

2.15 INSPECTION AND ACCEPTANCE

- The City of Everett Fleet Program Manager or designee will perform an inspection to confirm that all systems are functional prior to acceptance of the completed vehicle. The city reserves the right to inspect at any point in the building process.
- The supplier must have the capability to send photos via e-mail at the Fleet Program Manager or designee's request. These photos will be used for up-fitting clarifications or to provide a preliminary review before an inspection is scheduled.
- The City reserves the right to conduct a welding inspection prior to acceptance of the completed vehicle. If the City's certified welder determines the welding does not meet American Welding Society (AWS) standards, the supplier must take back the vehicle and make any adjustments at its own cost.
- Supplier location must be convenient and local to the City of Everett preferably no more than one (1) hour travel time in normal peak traffic, without accidents or incidents. Google Maps will be used to determine travel time from 3200 Cedar Street to the Supplier's physical location.

The City reserves the right to withhold payment until the work is deemed acceptable by the Fleet Program Manager or designee.

2.16 WARRANTY

- The manufacturer's standard warranty must be included in the price. The warranty must be a minimum of 12 months and commence the date the equipment or vehicle is placed in service, as documented by the City of Everett.
- Warranty service, extended warranty, and recall work, with the exception of minor warranty repairs, must be performed by the supplier or the supplier's service facility, who must accept responsibility for all transportation.
- Minor warranty repairs that can be one in one (1) hour or less, including diagnosis, will be performed by City of Everett personnel, with supplier authorization. In the event a covered repair will take more than one (1) hour, the City will call the supplier's assigned contact person for repair authorization or request the supplier pick up the vehicle for repairs. All warranty repairs completed by the City of Everett will be reimbursed by the supplier at the current shop rate of \$136.00 per hour as of 2023. The shop rate changes up to twice per year.
- The supplier must bear all costs of warranty repair and service.
- The City will only bill for actual time spent. There will be no minimum charge on any repair.

2.17 MATERIALS OR PARTS

Materials will be the expense and responsibility of the Contractor. The City will allow a percentage markup on materials purchased by the Contractor. **The percentage markup provided does not apply to taxes and shipping and handling costs.** The contractor must keep manufacturer's or supplier's invoices for materials available to the City should the City wish to review the invoiced costs. Upon request, the contractor will provide the invoices to the City Project Manager and/or Procurement Division.

2.18 QUANTITIES

The quantities listed in the price sheet are expressly agreed to be an estimated usage only and nothing will bind the City of Everett to purchase any specified number of parts or equipment. It is also understood that the City of Everett will not be obligated to purchase or pay for any items until ordered and received by the City. The City reserves the right to order and receive quantities as needed.

2.19 ADDITIONAL REQUIREMENTS

The City of Everett reserves the right to make changes, additions to, or deductions from these specifications provided that they conform to the general Specifications. The Supplier shall not affect any change without the prior written approval of City.

2.20 ADDITIONAL FEES

No additional charges for trip fees, truck fees, administration fees, environmental fees, travel time, or any other miscellaneous charges will be allowed. Except as otherwise provided in the solicitation, there shall be no additional costs of any kind.

2.21 EQUIPMENT INSTALLATION AND ASSEMBLY

The supplier is responsible for installation of the service body or upfit on City vehicles.

2.22 FUEL SURCHARGE – ONLY APPLIES TO DELIVERED PRODUCT

After contract award, the city may consider the implementation of fuel surcharges based on fuel price increases. Prices will be tracked using information obtained through the Energy Information Administration, United States Department of Energy's website: West Coast less California Gasoline and Diesel Retail Prices (eia.gov). The city will consider a request for a fuel surcharge for the time periods when the EIA-DOE website shows that the price of the fuel for which the surcharge is requested has increased by more than 1.5 times since the Monday before bid opening day. If a fuel surcharge is requested and approved, it will only be in effect until the price of fuel falls back under the 1.5X threshold and the surcharge will only cover actual documented gallons burned during delivery from supplier's Western Washington facility to the City of Everett.

For example, if the price of diesel on the Monday before bid opening day is \$4.00/gallon on the EIA-DOE website, and the price increases during the term of the contract on the EIA-DOE website to \$5.00 for three weeks, to \$6.00 for two weeks, and \$8.00 for one week, the supplier could not request a surcharge for the \$5.00 or \$6.00 prices (because those increases are not more than 1.5X), but could request a surcharge for the \$8.00 week.

2.23 PRICING ADJUSTMENTS

Hourly rates and delivery fees shall remain firm for the duration of the initial twelve (12) months of the contract period. Reasonable price changes based on market conditions and price or cost analysis may be made after the initial twelve (12) months of the contract period. The supplier shall supply documentation satisfactory to the City of Everett such as documented changes to the Producers Price Index for the commodity or the Consumer Price Index for the Seattle-Tacoma-Bellevue area.

The City of Everett will evaluate this information to determine if revising the price is considered fair and reasonable to the satisfaction of the City. Requests for any such change are to be made in writing to the Procurement Division. A written contract amendment will be issued by the City which will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The supplier shall give the City of Everett Procurement Division, thirty (30) calendar days written notice prior to the effective date of the price increase. The City may cancel by individual line item or contract if the price increase request is not approved.

2.24 PAYMENT

Within thirty (30) days after delivery, acceptance of items ordered and a properly prepared invoice the City of Everett will pay the Supplier according to the rate(s) stated on the price sheet.

No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. All invoices must list the PO number and are to be submitted to the following address:

City of Everett – Accounts Payable
PO Box 12130
Everett, WA 98206
accountspayable@everettwa.gov

SECTION 3 – BID SUBMITTAL REQUIREMENTS

3.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a bid which must demonstrate an understanding of the bid requirements as stated throughout this Invitation for Bid.

Bids in response to this IFB must be submitted in the order specified below. Bids must include:

- 1. Form 3.01 – Supplier Commitment and Information**
- 2. Form 3.02 – Price Sheet**
- 3. Form 3.03 – Certificate of Non-Debarment/Suspension**
- 4. Form 3.04 – Emergency Information**

Sealed Bid Submissions must be submitted in a SEALED ENVELOPE using the optional Bid Opening Label (below) or clearly marked with the Bid Number and Title to the City of Everett no later than the bid due date and time.

URGENT – SEALED BID ENCLOSED	
Do Not Delay – Deliver Immediately	
U R G E N T	 EVERETT WASHINGTON
	City Clerk's Office Attention: Procurement 2930 Wetmore Ave, Suite 1A Everett, WA 98201
	IFB Number: 2023-157
	IFB Title: Vehicle Upfit and Service Bodies Procurement Professional: Jenny Chang, CPPB
	Supplier:
U R G E N T	

FORM 3.01 SUPPLIER COMMITMENT AND INFORMATION**INVITATION FOR BID #2023-157 VEHICLE UPFIT AND SERVICE BODIES**

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:		
Website:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (If different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, shall be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Bid and that the information herein is valid for 60 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Bid and that those questions have been answered.
- That this Bid response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and Date :	

**FORM 3.02 PRICE SHEET – PART A PICK-UP TRUCKS, TRUCK & VAN CHASSES
INVITATION FOR BID #2023-157 VEHICLE UPFIT AND SERVICE BODIES**

Supplier Name:

Complete the price sheet. Quotes for goods or services other than those specified will not be considered unless authorized by the solicitation. Prices must be rounded to the nearest two (2) decimal places. If there is a conflict between the unit price and the extended price, the unit price shall govern.

Part A – Equipment					
<i>For award purposes: Estimated Value * (1 + Markup Percentage) = Extended Price.</i>					
#	Description	Reference Section(s)	Estimated Value	Markup Percentage	Extended Price
1	Body lighting	2.6	\$25,000	%	\$
2	Bed liners	2.7	\$25,000	%	\$
3	Bed inserts	2.7	\$40,000	%	\$
4	Cab guards	2.7, 2.8	\$25,000	%	\$
5	Canopies	2.7	\$80,000	%	\$
6	Tonneau covers	2.7	\$15,000	%	\$
7	Liftgates	2.7, 2.8	\$30,000	%	\$
8	Bed-mounted fuel tanks	2.7	\$15,000	%	\$
9	Winches	2.7	\$10,000	%	\$
10	Toolboxes	2.8	\$25,000	%	\$
11	Cranes	2.8	\$150,000	%	\$
12	Compartment heaters	2.8	\$10,000	%	\$
13	Hydraulic generators	2.8	\$10,000	%	\$
14	Miller EnPak self-contained generator/welder	2.8	\$60,000	%	\$
15	Hose reels	2.8	\$20,000	%	\$
16	Pass-through bumpers	2.8	\$20,000	%	\$
17	Miscellaneous items not listed	2.7, 2.8	\$200,000	%	\$
Part A Equipment Subtotal:					\$

Part A - Category 2.A – Labor and Delivery					
<i>For award purposes: Unit Price * Estimated Quantity = Extended Price.</i>					
#	Description - per Section 2 Specifications	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
1	Installation Labor, including incidental supplies such as paint	HOUR	\$	500	\$
2	Pick-Up	FLAT FEE	\$	8	\$
3	Standard Delivery	FLAT FEE	\$	8	\$
4	Expedite: Delivery within 60 days from receipt of vehicle	FLAT FEE	\$	2	\$
Part A Labor and Delivery Subtotal:					\$

Copy category subtotals from the previous pages. If there is a conflict between a subtotal listed above and the subtotal listed below, the mathematically correct subtotal will prevail.

Category Description	Subtotal
Part A Equipment	\$
Part A Labor and Delivery	\$
Subtotal:	\$
9.9% Sales Tax: <i>9.9% sales tax is being used for award purposes only. If the City opts to pick-up the completed vehicle, the actual sales tax will be paid according to the location the pick-up occurred.</i>	\$
Part A Total used for award:	\$
Do you certify that you are NOT on the Comptroller General's list of ineligible contractors, nor the list of parties excluded from Federal procurement or non-procurement programs? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Do you agree to provide these products to other public agencies pursuant to RCW 39.34 and Section 1.21 above? Yes <input type="checkbox"/> No <input type="checkbox"/>	
State the estimated or average number of calendar days to have equipment constructed and installed on a chassis or cargo van after receipt of order:	
State the estimated or average number of calendar days to have a completed vehicle delivered to the City:	
State the estimated or average number of calendar days to have a completed vehicle available for pick-up:	

FORM 3.02 PRICE SHEET – PART B CARGO VANS UPFIT
INVITATION FOR BID #2023-157 VEHICLE UPFIT AND SERVICE BODIES

Supplier Name:

Complete the price sheet. Quotes for goods or services other than those specified will not be considered unless authorized by the solicitation. Prices must be rounded to the nearest two (2) decimal places. If there is a conflict between the unit price and the extended price, the unit price shall govern.

Part B – Equipment					
<i>For award purposes: Estimated Value * (1 + Markup Percentage) = Extended Price.</i>					
#	Description	Reference Section(s)	Estimated Value	Markup Percentage	Extended Price
1	Body lighting	2.10	\$10,000	%	\$
2	Partitions	2.11	\$20,000	%	\$
3	Shelving	2.11	\$20,000	%	\$
4	Cab storage	2.11	\$5,000	%	\$
5	Cabinets	2.11	\$30,000	%	\$
6	Hooks	2.11	\$2,000	%	\$
7	After-market heaters	2.11	\$5,000	%	\$
8	Service body	2.12	\$300,000	%	\$
9	Bed liners	2.12	\$25,000	%	\$
10	Hydraulically or electrically operated crane	2.13	\$125,000	%	\$
11	Hydraulics for generator	2.13	\$3,000	%	\$
12	Hydraulically operated outriggers for crane	2.13	\$5,000	%	\$
13	Hydraulically operated tool circuit	2.13	\$15,000	%	\$
14	Other miscellaneous hydraulic-related needs	2.13	\$30,000	%	\$
15	Miscellaneous items not listed	2.11, 2.12	\$75,000	%	\$
Part B Equipment Subtotal:					\$

Part B – Labor and Delivery

*For award purposes: Unit Price * Estimated Quantity = Extended Price.*

#	Description - per Section 2 Specifications	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
1	Installation Labor, including incidental supplies such as paint	HOUR	\$	500	\$
2	Pick-Up	FLAT FEE	\$	3	\$
3	Standard Delivery	FLAT FEE	\$	3	\$
4	Expedite: Delivery within 60 days from receipt of vehicle	FLAT FEE	\$	1	\$
Part B Labor and Delivery Subtotal:					\$

Copy category subtotals from the previous pages. If there is a conflict between a subtotal listed above and the subtotal listed below, the mathematically correct subtotal will prevail.

Category Description	Subtotal
Part B Equipment	\$
Part B Labor and Delivery	\$
Subtotal:	\$
9.9% Sales Tax:	\$
<i>9.9% sales tax is being used for award purposes only. If the City opts to pick-up the completed vehicle, the actual sales tax will be paid according to the location the pick-up occurred.</i>	
Part B Total used for award:	\$
Do you certify that you are NOT on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs?	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
Do you agree to provide these products to other public agencies pursuant to RCW 39.34 and Section 1.21 above?	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
State the estimated or average number of calendar days to have a service body or equipment constructed and installed on a chassis or cargo van after receipt of order:	
State the estimated or average number of calendar days to have a completed vehicle delivered to the City:	
State the estimated or average number of calendar days to have a completed vehicle available for pick-up:	

FORM 3.03 CERTIFICATE OF NON-DEBARMENT/SUSPENSION

INVITATION FOR BID #2023-157

VEHICLE UPFIT AND SERVICE BODIES

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER

INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project), _____ hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

The Supplier, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Signature of Authorized Official

Title of Authorized Official

Date

SECTION 4 – ACRONYMS & DEFINITIONS

Bidder: see “Supplier”.

CFR: Code of Federal Regulations.

City Facility: the location(s) work is to be performed.

City: refers to the City of Everett (“COE”), located in Washington State.

Contractor: see “Supplier”.

Contract Administrator: see “Procurement Professional”.

Cost Analysis: comparison of offered price to the offeror’s own costs and evaluation of the difference (profit).

DOT: Washington State Department of Transportation.

Equipment: an assembly of machines and components in a logical manner that works systematically to provide an intended, conditioned environment for the facility.

FMVSS: Federal Motor Vehicle Safety Standards.

L&I: the Washington State Department of Labor and Industries.

Lower Tier Participant: see “Supplier”.

Must: see “Shall”.

OEM: Original Equipment Manufacturer.

Offeror: see “Supplier”.

OSHA: Occupational Safety and Health Administration.

Price Analysis: comparison of proposed price to comparable pricing data.

Prime Contractor: see “Supplier”.

Procurement Professional: the individual in Procurement assigned by the City of Everett who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details, or delivery schedule.

Project Manager: the individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring all Contractor work performed to ensure compliance with the contract requirements. The Project Manager is the Contractor’s primary point of contact and acts as the agency’s representative in charge of work at the site.

Proposer: see “Supplier”.

RCW: Revised Code of Washington.

Recipient: see “City”.

Shall or Must: the terms “shall” or “must” are used whenever a specification expresses a requirement by either the City or the Supplier.

Subcontractor: the individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Supplier to perform any portion of the work covered by this contract.

Submittals: information that is submitted to the City of Everett by the Supplier.

Supplier: the individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a response to perform the work.

UCC: Uniform Commercial Code.

WAC: Washington Administrative Code.

WISHA: Washington Industrial Safety and Health Act of 1973.



SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is effective as of the date of the Mayor's signature below and is between the City of Everett, a Washington municipal corporation (the "**City**"), and Service Provider identified in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing the services as set forth in this Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, and the documents listed as Agreement Documents in the Basic Provisions.

BASIC PROVISIONS	
Solicitation	2023-157 Vehicle Upfit and Service Bodies
Service Provider	Enter Service Provider name
	Enter Service Provider street address
	Enter Service Provider city, state, zip
	Enter Service Provider email address
City Project Manager	Enter PM name
	City of Everett -- Enter PM 's department
	Enter PM office street address
	Enter PM office city, state, zip
	Enter PM email address
Brief Summary of Work	Enter summary. One line maximum
Completion Date	Select date
Extension Provision	Enter extension provision or N/A

BASIC PROVISIONS	
Maximum Compensation Amount	Enter dollar amount
Agreement Documents	<p>The following documents (“Agreement Documents”) are incorporated by reference and are hereby made a part of this Agreement: this Services Agreement; the solicitation and addenda thereto, including without limitation any Instructions, specifications, and any other document included in the solicitation, and the following document(s), if any:</p> <p>Enter additional contract document(s) or N/A.</p> <p>Service Provider’s response to the solicitation is part of the Agreement Documents, but only to the extent the response is responsive to the solicitation and is in accordance with Section 1 of the General Provisions.</p> <p>During the Contract term, the City may issue one or more purchase orders, each of which will operate as notice to proceed, but only for the Work specified in the purchase order. A purchase order is only a notice to proceed, and the purchase order’s preprinted terms and conditions are not part of this Agreement.</p>
Service Provider Insurance Contact Information	Enter insurance contact name
	Enter insurance contact phone number
	Enter insurance contract email address
Additional Provision(s)	Enter other provision(s) or N/A.

State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Click for Dropdown Menu</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: Click for Dropdown Menu</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
--------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, and the Agreement Documents listed in the Basic Provisions.

**CITY OF EVERETT
WASHINGTON**

Enter Service Provider name – must match name in Basic Provisions

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Enter signer's name

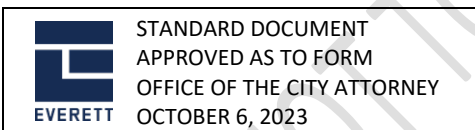
Signer's Email Address: Enter email address

Date

Title of Signer: Enter title

ATTEST

Office of the City Clerk



**ATTACHMENT
SERVICES AGREEMENT
(GENERAL PROVISIONS)**

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent manner and provide the services described in the Agreement Documents. The work so described is hereafter referred to as "Work".
 - 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.
 - B. If Service Provider's proposal or other document generated by Service Provider is incorporated or attached as an Agreement Document or any part of Agreement Document or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work. Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement, unless the to-be-included term or condition is specifically referenced in the "Additional Provision(s)" portion of the Basic Provisions.
 - C. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider, except that the following provisions in the Basic Provisions shall always govern: the Completion Date, the Maximum Compensation Amount, the Extension Provision, and the Additional Provisions.
2. **Time of Beginning and Completion of Performance.** This Work shall commence as of the date of mutual execution of this Agreement and shall be completed by Completion Date stated in the Basic Provisions. The Completion Date may be extended as set forth in the Basic Provisions.
3. **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 described in the Agreement Documents.
 - C. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
 - D. 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.
4. **Method of Payment.** To obtain payment, the Service Provider shall follow procedures as required by the City Project Manager.
5. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider. Unless terminated for Service Provider's material breach, Service Provider shall be paid for Work completed prior to termination.
6. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

7. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless 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. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section 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. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section 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) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's liability under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless 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. As used in this Section: (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 or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. 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 and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the expiration or termination of this Agreement.
8. **Insurance.**
- A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section 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, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.
 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
- 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 Service Provider to furnish the required insurance during the term of this Agreement.
- C. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
- D. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance and endorsements acceptable to the City Attorney evidencing the required insurance.
- E. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
9. **Risk of Loss**. Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
10. **Independent Contractor**. 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. 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.
11. **City of Everett Business License**. Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
12. **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.
13. **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.
14. **Equal Employment Opportunity**. Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age,

disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.

15. **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.
16. **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.
17. **Modification of Agreement.** This Agreement may only be modified by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
18. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
19. **Notices.**
 - A. Notices to the shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
20. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
21. **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.
22. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
23. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

END OF GENERAL PROVISIONS

Project title: Adopt a Resolution Waiving Public Bidding Requirements and Approving a Multiple-Year Sole Source Purchase of a MPC Buoy Algae Control System and Replacement Parts from LG Sonic Inc.

Council Bill # *interoffice use*

Agenda dates requested:

December 6, 2023

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Resolution, Sole Source, Proposal, and Brand Name Standardization

Department(s) involved:

Procurement & Public Works

Contact person:

Theresa Bauccio-Teschlog

Phone number:

425-257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

sh

Department head

Administration

Council President

Project: Resolution to waive public bidding requirements

Partner/Supplier: LG Sonic Inc.

Location: Everett Water Pollution Control Facility (WPCF)

Preceding action: None

Fund: 401 Public Works Utilities

Fiscal summary statement:

The anticipated spend is approximately \$285,000 in year one for the MPC Buoy algae control system and installation, which includes Washington state sales tax. After year one, the estimated spend will be approximately \$4,200 annually for support services.

Project summary statement:

Public Works requires a lagoon algae control system at the Water Pollution Control Facility (WPCF). Approval of the sole source resolution will allow Public Works to purchase the system, control the lagoon's total suspended solids, and stay in compliance with National Pollution Discharge Elimination System (NPDES) permit requirements.

The lagoons system at the WPCF can experience a large amount of algae growth due to the environmental conditions. The WPCF staff does not have an established process to control algae bloom at the lagoons.

By installing the MPC Buoy algae control system from LG Sonic, the City would proactively control lagoon algae with low, long-term costs and maintenance. Improving the water quality is part of the WPCF mission and vision to provide exceptional wastewater treatment, while ensuring a clean and natural resource for future generations.

Recommendation (exact action requested of Council):

Adopt the resolution waiving public bidding requirements and approving a multiple-year sole source purchase of a MPC Buoy Algae Control system and replacement parts from LG Sonic Inc.



RESOLUTION NO. _____

A RESOLUTION waiving public bidding requirements and approving a multiple-year sole-source purchase of an Algae Control System from LG Sonic, Inc.

WHEREAS,

1. The City chose the MPC Buoy Algae Control system for installation at the Water Pollution Control Facility; and
2. LG Sonic Inc. is the sole supplier and owner of the MPC Buoy system and replacement parts; and
3. As long as LG Sonic, Inc. is the only authorized provider of the MPC Buoy Algae Control System and replacement parts, it is in the City's best interests to approve the sole source purchase for multiple years rather than on an annual basis.

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

There is clearly and legitimately only one source capable of supplying MPC Buoy Algae Control System and replacement parts at the Water Pollution Control Facility. The City hereby waives competitive bidding requirements and authorizes the purchase of the Algae Control System and replacement parts from LG Sonic Inc., which will extend for multiple years, in an amount of approximately \$285,000 in year one and approximately \$4,200 annually in years thereafter.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2023.

Council President



PROCUREMENT

SOLE SOURCE JUSTIFICATION

Purchases \$10,000 & Above

When filling out a sole source, use this [document](#) as a guide to answer each section.

A sole source is defined as:

A purchase that is clearly and legitimately limited to a single source or supply.

- A. If there is a way to draft the specifications so that more than one respondent will reply, it is not a sole source.
- B. The use of sole source purchases shall be limited only to specific instances which are totally justified to satisfy compatibility or technical performance needs.

All sole source purchases shall follow the City of Everett Standard Procurement Policy & Federal Emergency Contracting Section 9.4.

I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A SOLE SOURCE PURCHASE.

Proposed supplier name and address: LG SONIC
201 Lackawanna Ave, Suite 222 Scranton, PA 18503

Estimated cost of goods or services:
\$285,000

Purchase Requisition #:

Cayenta Supplier #
Or attach Supplier's W-9 Form

This is a sole source purchase because (Check all that apply):

- ☒ Licensed or patented – supplier has a license or patent that makes them the sole provider.
- ☒ One-of-a-kind – there is no competitive alternatives available on the market.
- ☒ Sole Distributor – Supplier is the sole distributor for the region or municipality
- ☐ Compatibility – must match existing brand or equipment for compatibility.
- ☐ Replacement part – for a specific brand or existing equipment.
- ☐ Warranty – sole provider of factory authorized warranty service.
- ☒ Unique design – must meet physical design or quality standards.
- ☐ Public Utility Services – Necessary adjustment of utility facilities
- ☐ Other - _____

- If the justification for sole source is "Standardization" then additional supporting documentation must be provided. See Brand Name or Standardization Justification Form.
- Procurements of items which the City has established a standard of designating a brand name or manufacturer or by pre-approving via testing shall be competitively bid if there is more than one supplier for the item.

Describe the proposed goods or services.

LG Sonic is a company that makes as ultrasonic emitter system for algae control.

What are the specific necessary features that this supplier provides that are not available from other suppliers?

Interactive Algae Control (IAC) is an algorithm used to detect algae concentrations and the system automatically starts making changes to the programming (see sole source letter). Specific frequencies are used to maximize and target specific effective programs. All sensors and emitters contain a wiper system that can clean every 30 minutes.

Discuss how similar goods or services are unable to meet the required objective.

Other ultrasonic emitter programs scan through thousands of programs and are not as effective for certain species of algae. There is an allot of exposure time wasted roaming through non-effective programs. Other ultrasonic emitters do not have the instrumentation or wiper system for frequent cleanings. Properly cleaned instruments are vital for monitoring, predicting, and control of algae. LG Sonic is the sole supplier and owner of the patented

	control buoy called the MPC Buoy. LG Sonic is the sole owner of the monitoring services provided with this system (see sole source letter).
Describe your efforts to identify other potential sources.	Other sources were evaluated via the web and did not have the necessary specifications as above for optimum algae control.
List any other facts supporting the use of a non-competitive process.	Purchase of other competitor ultrasonic emitters without the adaptable programming with frequent cleaning capabilities on the sensors and emitters can likely cause noncompliance, resulting in potential violations on the City of Everett's NPDES permit.
Is this a one-time procurement? <input checked="" type="checkbox"/> No* <input type="checkbox"/> Yes	*If an on-going sole source procurement is <u>required</u> , include or attach an estimate that shows total annualized expenditure for each year.
PRICE REASONABLENESS (Check all that apply and attach back-up documentation)	
<p>I determined that the price is fair and reasonable because:</p> <p><input type="checkbox"/> I compared the proposed price to prices I previously paid for the same or similar goods and/or services. See PO # . Specify price:</p> <p><input type="checkbox"/> I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments and the proposed price is similar or less. <u>Attach relevant documentation.</u></p> <p><input type="checkbox"/> I compared the proposed price to rough yardsticks, such as dollars per pound, per horsepower, or other units of measure and did not discover significant inconsistencies that warrant additional pricing inquiry.</p> <p><input checked="" type="checkbox"/> Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.</p> <p><input type="checkbox"/> The price is set by law or regulations.</p> <p><input type="checkbox"/> Market research reveals that same or similar goods or services are available for a similar price.</p> <p><input type="checkbox"/> Other: _____</p> <p><input type="checkbox"/> Back-up documentation is attached.</p> <p><u>Explanation of above-checked justification:</u> There are no similar products on the market.</p>	
<p>STATEMENT OF NEED AND CERTIFICATION:</p> <p>My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the City of Everett. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.</p> <p>I hereby certify that this justification for sole source procurement is accurate and complete to the best of my knowledge and belief.</p>	
<p>_____ Signature (Requestor) Date 10/26/2023</p>	
Printed Name: Derek Kerlee	Title: Wastewater Quality Process Analyst
DEPARTMENT DIRECTOR	
Based upon the above, I authorize the sole source acquisition of the goods or services specified.	
<p>_____ Signature Date</p> <p>Printed Name: _____</p>	
INFORMATION TECHNOLOGY – For any technology purchases including software	

Based upon the above, I authorize the sole source acquisition of the goods or services specified.	
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Signature	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Date
PROCUREMENT MANAGER	
Based upon the above, I authorize the sole source acquisition of the goods or services specified.	
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Signature	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Date

Note: If additional space is required, use additional sheets of paper and submit with this completed form.

9.1 SOLE SOURCE

Sole source procurements are governed by RCW 39.04.280(1)(a). Sole source procurements may be made directly from a sole source supplier without soliciting additional competition if there is clearly and legitimately only one source capable of supplying the commodity that result in only one source.

In the event the commodity is available from only one supplier, a Sole Source Justification Form must be completed and provided to the Procurement Manager.

When a single or annual proposed sole source purchase exceeds the Council authorization limit, the Purchasing Manager must seek the City Council’s approval, by resolution, that there is only one source. The resolution will recite the factual basis for the exception from competitive procurement.

LG Sonic US, LLC

201 Lackawanna Ave. Suite 222 Scranton, PA 18503

Sole Source Letter

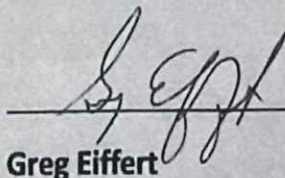
30th May 2023

To Whom it May Concern:

This letter is to confirm that LG Sonic is the sole supplier and owner of a patented algae control buoy called the MPC Buoy. This system has an algorithm that changes treatment frequencies & programs based on the water quality data that is downloaded every 30 minutes. LG Sonic is also the sole owner of the monitoring services provided with this system. There is no similar products on the market.

The MPC Buoy and its replacement parts are manufactured by LG Sonic.

You can find more information about our intellectual property at www.lgsonic.com/terms.



Greg Eiffert

Director – LG Sonic US, LLC

570.996.7282

g.eiffert@lgsonic.com

Derek Kerlee
 Water Quality Process Analyst
 City of Everett – Water Pollution Control Facility
 Procurement Sole Source Justification

LG Sonic US – Estimated yearly expenditure (high end).

• Sim Card : yearly fee per MPC – buoy	330.00	Quantity 4	1320.00
• 1 – year Interactive algae control services			
Each MPC-Buoy Pro	1080.00/yr	Quantity 2	2160.00
Each MPC- Buoy Lite	360.00/yr	Quantity 2	720.00
Estimated Total Yearly Costs:			\$4200.00

Algae Control Proposal



HDR – City of Everett

Prepared by

Greg Eiffert

g.eiffert@lgsonic.com

570.996.7282

10 / 09 / 2023 14:39

LG Sonic US

201 Lackawanna Ave.

Suite 222

Scranton, PA 18503

Executive summary

In this proposal you will find an installation advice for monitoring and controlling algae in Everett Reservoir.

Benefits for ultrasonic algae control

- Reduce algal blooms by up to 70-90%*
- Prevent growth of algae
- Reduce chemical use
- Payback period of ± 1.8 years

Ultrasound technology

In all water bodies, a basic level of algae is present. These algal concentrations belong to the normal lake ecology and are also important for the ecological balance within the water. However, when a specific algal type starts growing exponentially, it can suffocate other organisms within the water that are important for a balanced lake ecology. The ultrasonic algae control devices from LG Sonic emit specific ultrasonic parameters to control algae in lakes, reservoirs, and industrial applications. Ultrasound waves create a sound layer in the top layer of the water, which has a direct impact on the buoyancy of the algae. The algae cells will sink to the deeper and darker layers of the water column and are unable to photosynthesise, thus will eventually die due to a lack of light.

The advantages of ultrasound technology

- No release of toxins
- Environmentally friendly
- Safe for fish, plants, zooplankton and insects

Project proposal

Based on the dimensions the reservoir, we advise to install a total of 4 systems MPC-Buoy. The system MPC-Buoy is a floating, solar powered, platform that combines continuous online water quality monitoring, web-based software, and ultrasonic technology to effectively control harmful algal blooms in large water surfaces, such as lakes and larger ponds.

Similar projects



*In optimal conditions, depends on the specific water quality characteristics.

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Treatment proposal

Proposed solution

Proposed installation

Initial costs

Maintenance and annual service costs

Specifications

Concept: monitor, predict and control algae

Key system elements

Technical specifications

Delivery and warranty

Delivery method

Warranty

LG Sonic company profile

Testimonials

Results

1. Treatment proposal

The algae control systems developed by LG Sonic offer an environmentally friendly solution to control algae by making use of ultrasound waves.

1.1. Proposed solution

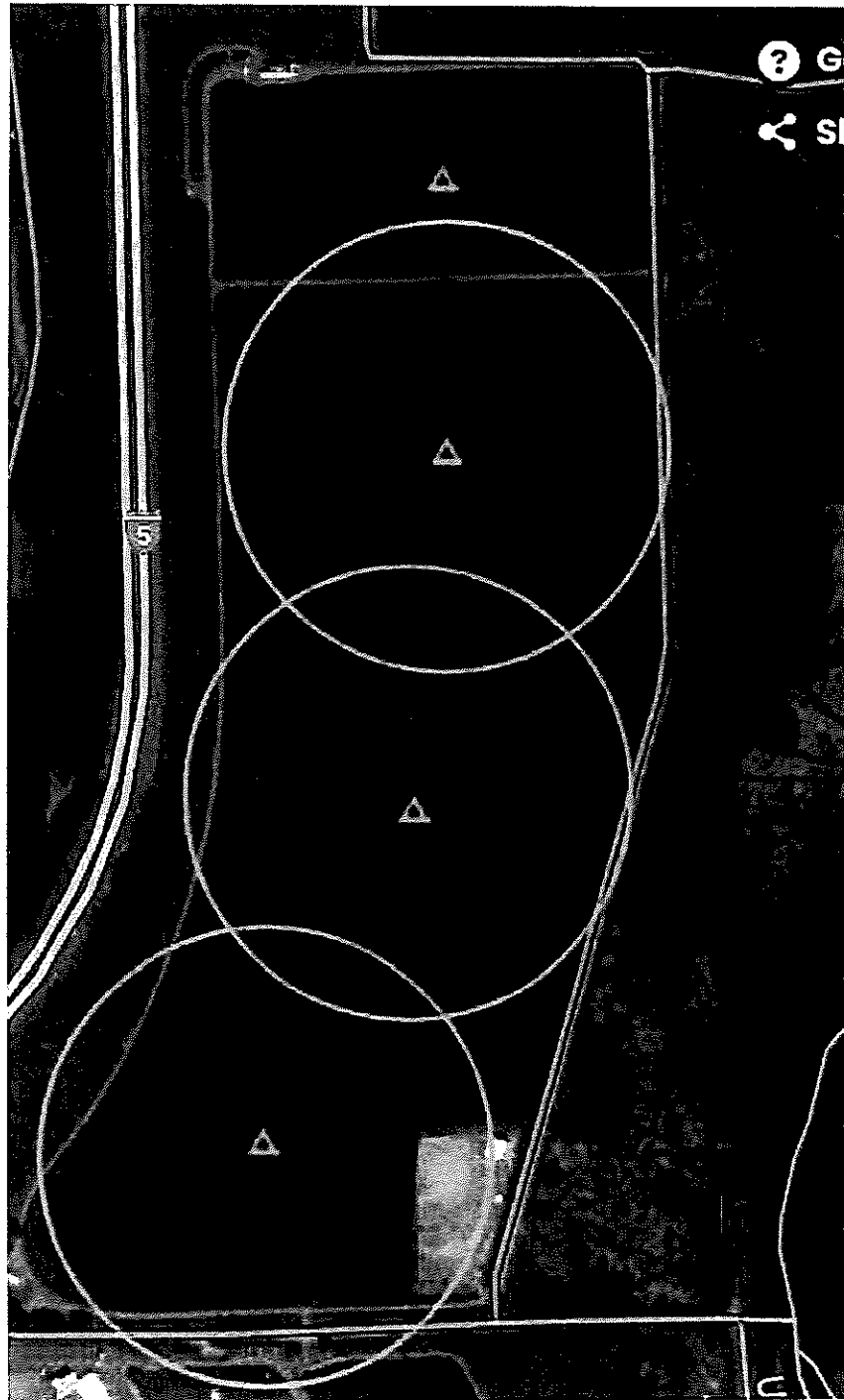
Based on the dimensions of Everett Reservoir, we advise the installation of 4 MPC-Buoy systems.

One MPC-Buoy system can treat large surface areas up to 1600ft/50 acres in diameter coverage. The MPC-Buoy is anchored in the centre of the water body, ensuring correct coverage of the ultrasound waves.



1.2. Proposed installation

Below you will find an installation proposal to reduce the algae level in Everett Reservoir. A total of 4 MPC-Buoy systems should be anchored in the water. The blue circles indicate the MPC-Buoy treatment area. It is recommended in the larger portion, to have 3 buoys, one Pro buoy with monitoring and 2 lite buoys. The MPC-Buoy Lite systems do not contain water quality sensors since it is not necessary to measure the water quality every 1600ft; this way, we can offer our customers a more cost-effective solution. Each buoy system has a treatment range of 1600ft/50 acres diameter coverage.



FAQ

Is ultrasound harmful for fish, plants, zooplankton, or insects?

No. The effects of LG Sonic products have been tested by various universities and are proven to be safe for fish, plants, zooplankton, and insects.

What happens to the algae after the ultrasonic treatment?

The ultrasound creates a sound layer in the top layer of the water. This ultrasonic sound barrier prevents the algae from rising to the surface and absorbing light for photosynthesis. Therefore, algae are no longer capable of growing further. The algae will die while the cell wall remains intact, preventing the release of toxins from the algae into the water. The algae will sink to the bottom of the water reservoir and are degraded by the bacteria present.

Does the algae release toxins in the water?

Algae control by ultrasound is based on the interference with their buoyancy and hence preventing their photosynthetic activity. Ultrasound does not break or lyse the cells, and as such toxins are not released into the water. As the ultrasound process is generally a longer process (3-4 weeks) and growth of new algae is being prevented, you can see a gradual reduction in toxin concentration once ultrasound is introduced.

How is the system installed?

The MPC-Buoy is anchored in the water reservoir. Each system has 4 ultrasonic transmitters ensuring complete 360-degree sound coverage.

Do you want to receive more information or have any other questions? Please contact your account manager.

**SIGN
HERE**



1.3. Initial costs

Table 1: Total project costs

Product details	List price	Quantity	Subtotal
MPC-Buoy Pro	\$57,600.00	2	\$115,200.00
MPC-Buoy Lite	\$50,700.00	2	\$101,400.00
Anchor system Complete anchor system incl. anchor, D- shackles, marine rope, sinker, galvanized, chains and swivels	\$3,860.00	4	\$15,440.00
Sim Card SIM Card: yearly fee per MPC-buoy	\$330.00	4	\$1,320.00
Transport Transport	\$17,600.00	1	\$17,600.00
Installation and Set up LG Sonic	\$6,900.00	1	\$6,900.00
Grand total			\$257,860.00

Table 2: Product/service description

Product/Service	Amount	Included
MPC-Buoy	2	<ul style="list-style-type: none"> • Ultrasonic treatment • Water quality sensor package • Solar panels • 1-year of interactive algae control services • Web-based software package • Floating buoy construction

Product/Service	Amount	Included
MPC-Buoy Lite	2	<ul style="list-style-type: none">• Ultrasonic treatment• Solar panels• 1-year of interactive algae control services Web-based software package• Floating buoy construction <p>The MPC-Buoy lite receives ultrasonic program updates from the MPC-Buoy in lakes where more than one buoy is required</p>
Installation	1	Installation supervision and start-up of the software

Recommended by LG Sonic

Table 3: Recommended product/service description

Product/Service	Amount	Included
Anchor system	4	Complete anchor system incl. anchor, D-shackles, marine rope, sinker, galvanized, chains and swivels
Sim Card	4	Annual Data download
Solar-powered warning light	Optional	Marking of algae control systems in lakes and reservoirs

1.4. Maintenance and annual service costs

The sensors and ultrasonic transmitters on the MPC-Buoy are all equipped with wipers to ensure they stay clean. This keeps the efficiency and specificity of the MPC-Buoy optimal and makes frequent maintenance to the system redundant.

Besides that, the technical status of the system can also be monitored through the MPC-View software, minimizing visits to the MPC-Buoy itself. What is left for maintenance is the calibration of the sensors. LG Sonic can do this for you simply by you sending the sensor package to us once a year.

We recommend performing an on-site physical inspection bi-monthly to check the state of all the parts comprising the MPC-Buoy.

Table 4: Maintenance and annual service costs

Type	Included	Costs
Interactive algae control services	<ul style="list-style-type: none"> Interactive algae control services Data management Web hosting Setup of server Software licensing 	<p>The first 12 months are included in the price. After 12 months, use can be paid for on a yearly basis: Project service costs of \$6,120/year +</p> <ul style="list-style-type: none"> Each MPC-Buoy Pro: \$1080/year Each MPC-Buoy Lite: \$360/year
Calibration of the water quality sensors	<ul style="list-style-type: none"> Fluorobrobe (phycocyanin, turbidity, Chlorophyll a) DO sensor Replacement of pH cartridge Revision of sensor wiper engine 	\$3,400 / three years

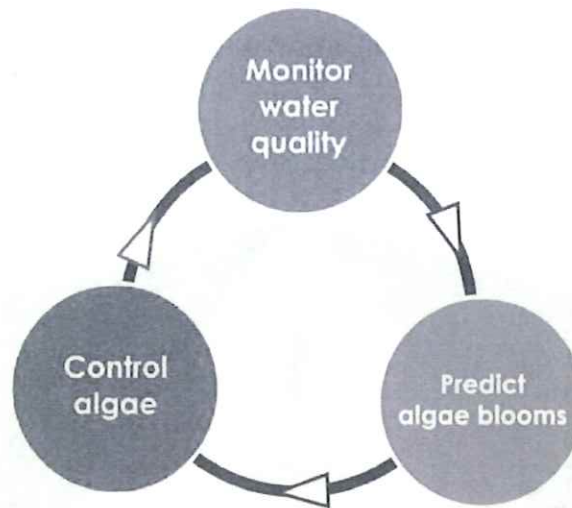
Table 5: Interactive algae control service – annual cost starting from the second year of the project

Product details	Price price	Quantity	Subtotal
Project service costs	\$6,120.00	1	\$6,120.00
MPC-Buoy Pro	\$1,080.00	2	\$2,160.00
MPC-Buoy Lite	\$360.00	2	\$720.00
		Subtotal	\$9,000.00
		Grand total	\$9,000.00

2. Specifications

2.1. Concept: monitor, predict and control algae

2.2.



The MPC-Buoy is specially designed for large water surfaces and combines online water quality monitoring, web-based software and ultrasound technology to provide complete and cost-effective treatment against algae in lakes, ponds and drinking water reservoirs.

1. Monitor water quality

The MPC-Buoy provides a complete overview of the water quality by collecting the following parameters every 10 minutes: Chlorophyll α (green algae), Phycocyanin (blue-green algae), pH, Turbidity, Dissolved Oxygen, and Temperature.

2. Predict algal blooms

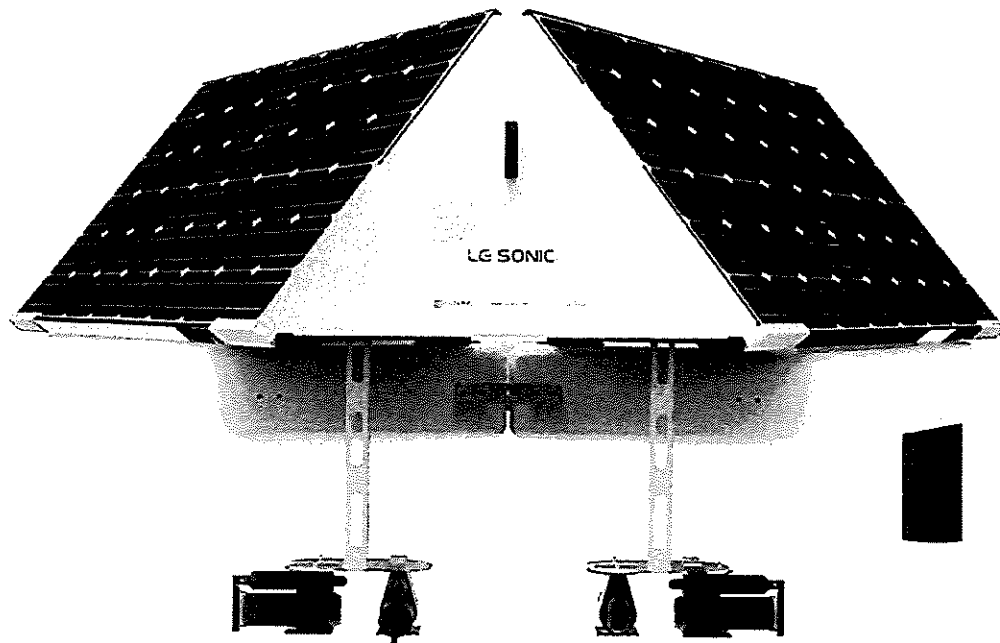
The collected data is delivered in real time via radio, GPRS, or 3G to web-based software. Based on our developed algorithm we are able to modify the ultrasonic program to the specific water conditions and predict algal blooms a few days ahead.

3. Control algae

Based on the received information, the ultrasonic program can be activated according to the water conditions and type of algae present. In this way, it is possible to eliminate existing algae and prevent the growth of new algae.

2.3. Key system elements

1. Ultrasonic treatment
2. Water quality sensor package
3. Solar panels
4. Floating construction anchored at the bottom of a lake
5. Data communication for remote control
6. Water quality software package

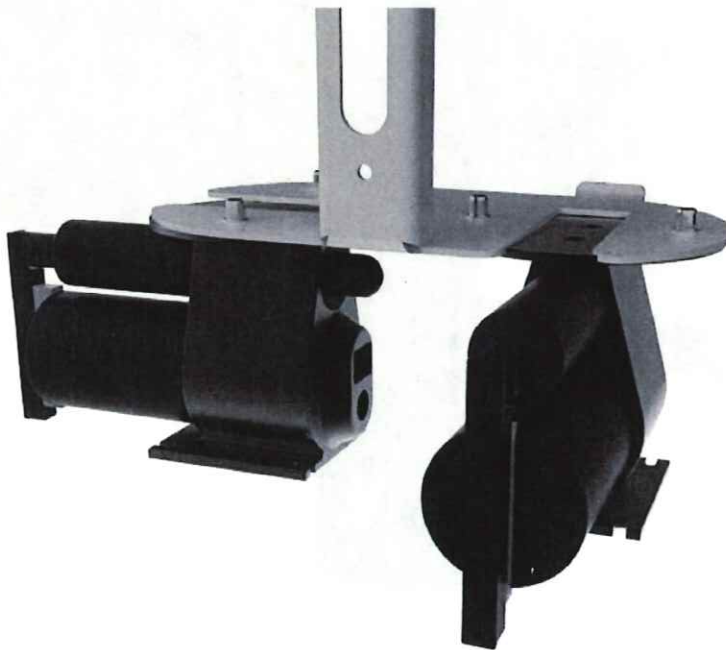


1. Ultrasonic treatment for algae control

The MPC-Buoy is equipped with 4 ultrasonic transmitters for 360-degree algae control. Each transmitter has an ultrasonic treatment range of 1600ft/50 acres in diameter. Based on the measured water quality data, the system can remotely activate the right ultrasonic program. Web-based software (MPC-View) allows users to visually track the water quality and the progress of the ultrasonic treatment.

The transmitters send ultrasonic sound waves of several specific frequencies, amplitudes, waveforms and durations into the water. The specific ultrasonic waves create a sound layer in the top layer of the water, which has a direct impact on the buoyancy of the algae. The algae cells will sink to the deeper and darker layers of the water column and are not able to photosynthesize and will eventually die due to a lack of light. However, for the efficiency of the technology it is important that specific frequency programs are used, based on the algae that require a control strategy.

Affected algae cells will sink to the bottom of the water reservoir, where they will be degraded by the bacteria present in the soil. After 3 to 4 weeks, the LG Sonic® devices control the growth of new algae from 70% to 90%. The LG Sonic products are not based on cavitation; the LG Sonic technology uses low-power ultrasound to control algae growth. This prevents the release of algal toxins into the water.



4 ultrasonic transmitters for complete 360-degree algae control

- Treatment range of 1600ft/50 acres in diameter
- Integrated Aquawiper™, an automatic cleansing system for the ultrasonic transmitters
- Chameleon Technology™, adjusts the ultrasonic program to the specific water conditions

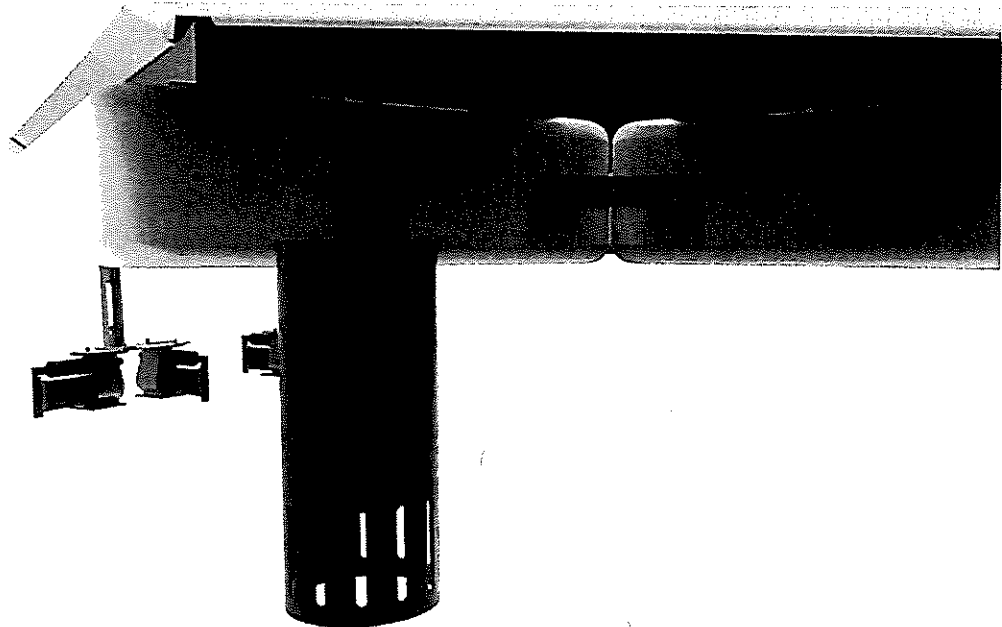
2. Water quality sensors for effective algae control

The MPC-Buoy is equipped with a set of sensors that monitor important parameters of your water quality in real time. The basic set of sensors are:

- Chlorophyll a (Algae)
- Phycocyanin (Blue-green algae)
- Dissolved Oxygen
- Turbidity
- Temperature
- pH

*Optional sensors are available based your needs and preferences.

These sensors can be used to provide a good overview of the concentration and type of algae present in your water reservoir. Besides that, levels of pH, temperature and turbidity can be used to predict the formation of new algal blooms and anticipate them before any problems arise. Levels of Dissolved oxygen provides you with vital information about the health of your water and condition of fish and plants within the lake.



In-situ water quality sensors to provide real-time water quality data

- **Monitors chlorophyll α , phycocyanin, DO, turbidity, temperature and pH**
- **Automatic antifouling wiper ensures optimal readings**
- **Optional sensors are available according to your needs and preferences**

3. Solar panels for power supply

The MPC-Buoy is equipped with 3 solar panels of 195 Wp and 40-amp lithium batteries for autonomous power supply. The device has a power consumption of 5-20 Watts. The MPC-Buoy can provide power all year round anywhere around the world. During low battery charge, the device automatically powers off the ultrasonic transmitters. Furthermore, the device automatically switches to an energy-saving program during periods of low sun radiation.

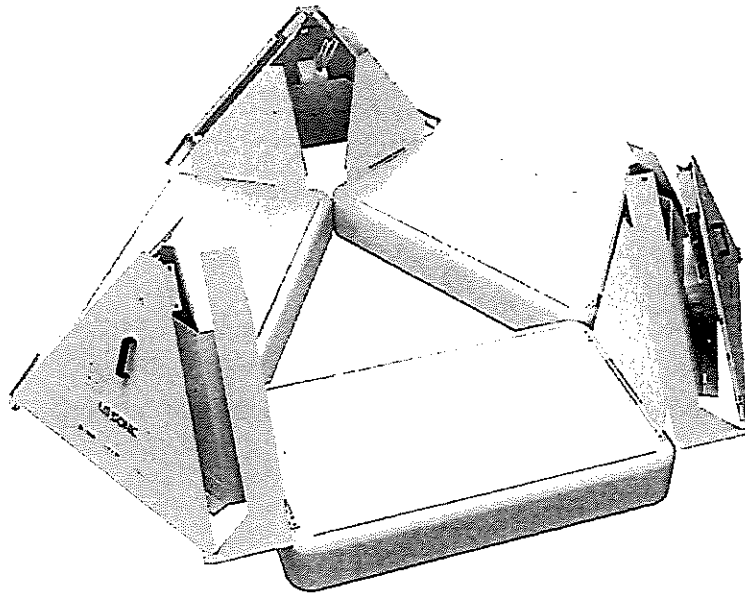


Solar panels for autonomous power supply

- 3x 195 Wp high-quality solar panels that provide power, all year round in any country
- 1x 24 Volt, 40 AMP lithium battery
- Switches to energy-saving program during periods of low sun radiation
- Solar regulator

4. UV- resistant buoy construction

The MPC-Buoy system consists of three unsinkable floats that carry the weight of the system. The aluminium powder coated frame is both UV and corrosion resistant. Because the construction is relatively light (250 kg), you only need a small boat to drag the device to the required installation spot, where the unit can be installed and moored.



Floating construction anchored to the bottom of a lake

- Aluminium powder-coated frame
- UV and corrosion resistant construction
- Unsinkable floats

5. Data communication for remote control

The LG Sonic data logger is designed specifically for its application in a watery environment, where monitored data needs to be continuously delivered. The LG Sonic datalogger will communicate with the online software from LG Sonic (MPC-View) through a 3G data connection. Other data connections are available on request (GPRS, Satellite).



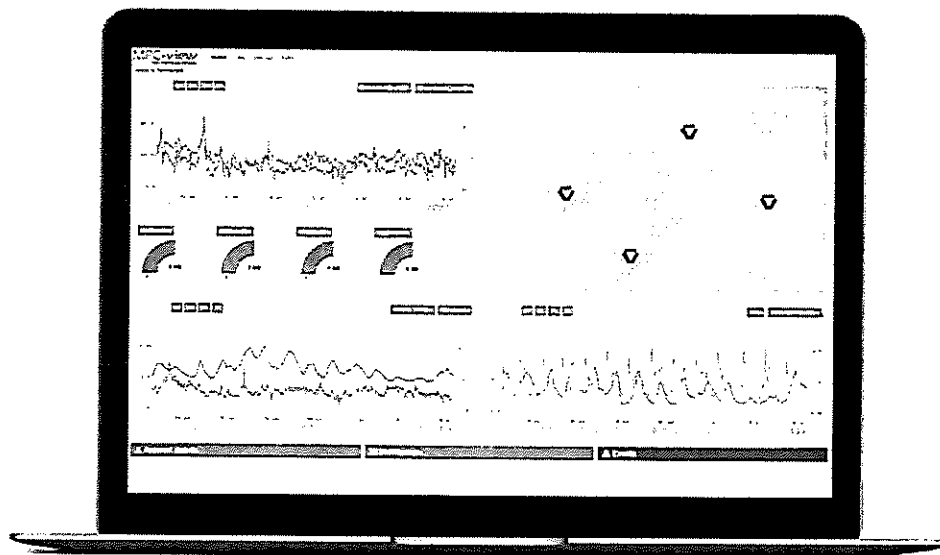
Smart communication system for remote control

- 3G (CDMA, Radio, GPS and Iridium Satellite optional)
- Real-time water quality data with the MPC-View software
- Integrated alarm functions

6. Water quality software package: MPC-View

The MPC-View software allows you to visually track the water quality in your lake or reservoir. The software receives its data from advanced water quality sensors that are integrated into the MPC-Buoy.

You can log in to the software where you will find a personal dashboard displaying an overview of your algae control projects. The software provides insight into the water quality, algae trends, and the progress of the ultrasonic treatment. Furthermore, the software displays technical parameters, such as the status of the ultrasonic transmitters, signal strength, and battery strength. This way, customers and employees of LG Sonic can remotely monitor to see whether the devices are working properly. Generated reports can be exported to Excel or converted to PDF, and from there they can be shared or published.



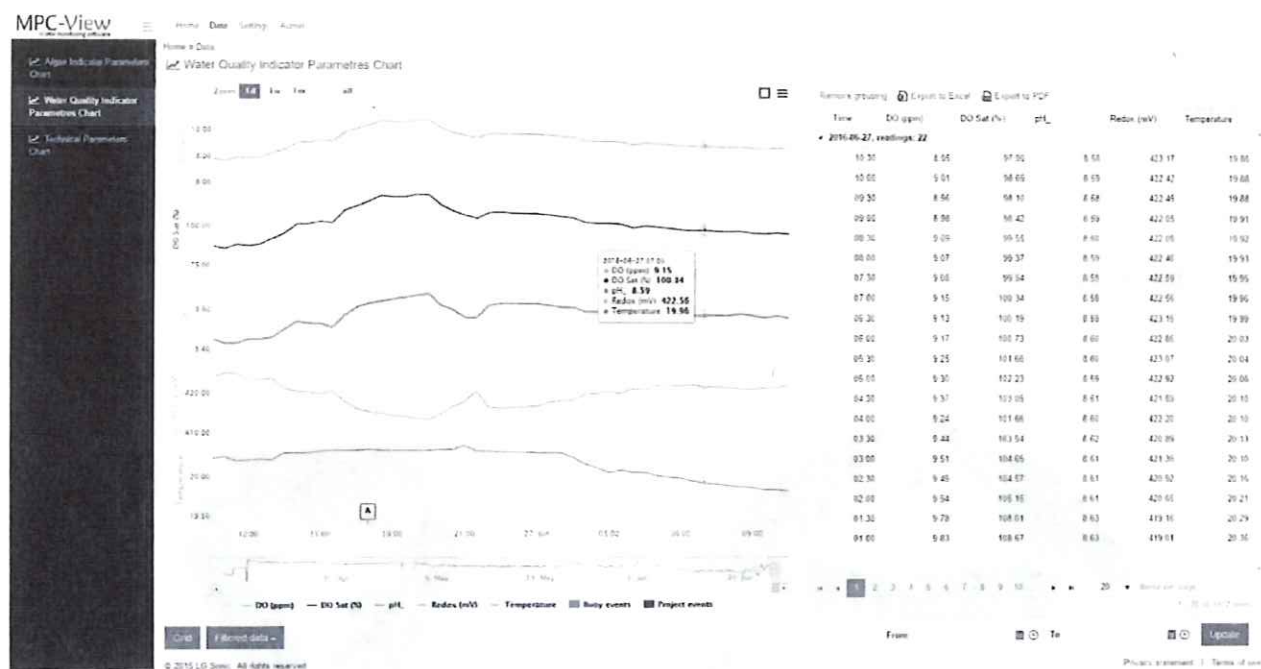
MPC-View

- Dashboard with an overview of the water quality
- Set up alarms for changing water conditions and maintenance activities
- Visual insight into various parameters at a specific moment in time

Dashboard with an overview of the algae control project



Visual insight into various parameters at a specific moment in time



2.4. Technical specifications

Frame

- Aluminum framed polyethylene buoy
- Material: Rotationally-moulded UV-stabilized HDPE polyethylene
- Filling: Closed-cell polyurethane foam
- Buoy frame: Anodized aluminum
- Weight: 15 kg
- Size: 1200x600x200mm
- Buoyancy capacity 95 kg

Solar panels (3x)

- Solar cell: Monocrystalline cell
- Rated Power (Pmax): 200Wp
- Weight: 16 kg
- Connectors IP67
- Size: 1580x808x35mm

Battery

- 1 x 24 volt lithium lifepo4
- Capacity: 40 Ah
- Weight: 15kg

Data acquisition system

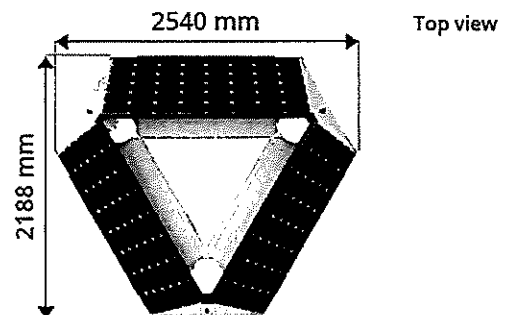
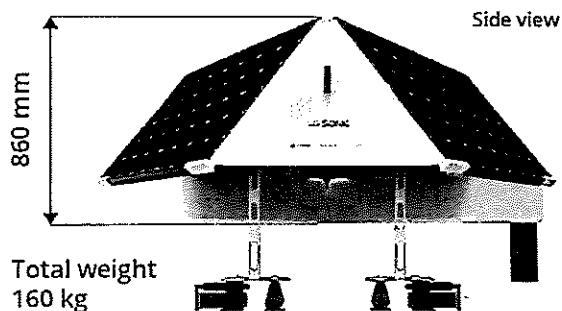
- 4 x analog channel (user-configurable for either 4-20mA)
- 1 x RS485 port for instruments
- 1 x high frequency pulse counting channel
- 1 SDI-12 input
- 3X RS232

Telemetry

- 3G
- Quadband (850/ 900 /1800 / 1900 MHz)
- CDMA optional
- Radio (UHF/VHF)

Solar Charge Controller

- Overcharge and Deep discharge protection
- Ip68 Protection



Water quality sensor package

Fluorescence, including anti-fouling Wiper: chlorophyll a, phycocyanin, turbidity

- 470nm – Chlorophyll a
- 610nm – Phycocyanin
- 685nm Turbidity

Dissolved Oxygen

- Optical measure by luminescence
- Measure ranges:
- 0.00 to 20.00 mg/L
- 0.00 to 20.00 ppm
- 0-200%

pH

- Combined electrode
- (pH/ref):
- special glass, Ag/AgCl ref.
- Gelled electrolyte (KCl)
- Range 0 – 14 pH
- Resolution 0,01 pH
- Accuracy +/- 0,1 pH

Temperature

- Technology CTN
- Range 0.00 °C à + 50.00°C
- Resolution 0,01 °C
- Accuracy ± 0,5 °C
- Response time < 5 s

3. Delivery and warranty

3.1. Delivery method

Sea cargo/airfreight/road

Method of shipment: Delivery at Place (DAP)

Delivery time

The products will be shipped within 6 weeks after receiving payment. Shipping time depends on shipping method: 1 and 3 weeks

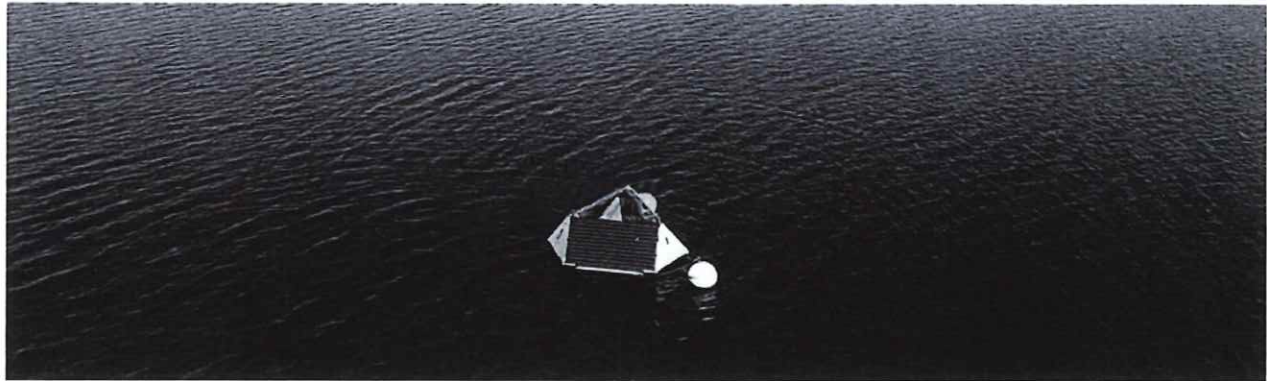
3.2. Warranty

LG Sonic BV, the producer, has great confidence in its products and guarantees the quality of assembly and materials used. The warranty is limited to materials and faulty construction and covers terms of ONE, TWO, THREE or FIVE YEARS after purchase date for different parts of the MPC-Buoy.

The system specifications and the assigned years of warranty coverage are listed in the table below:

System element	Includes	Years of warranty
Ultrasonic system	<ul style="list-style-type: none"> Up to 4 LG Sonic e-line XXL transmitters connected to one control box Treatment range of 1600ft in diameter Ultrasonic treatment coverage of 360° 	3
Water quality sensor package	Water quality sensors: pH, dissolved oxygen, temperature, redox, turbidity, chlorophyll a, phycocyanin.	1
Solar system	<ul style="list-style-type: none"> 3x 200 WP solar panels 2x 12 Volt, 40 AMP lithium batteries Solar regulator 	5 2 2
Buoy construction	<ul style="list-style-type: none"> Aluminum-framed polyethylene buoy Stainless steel construction for solar panel mount HDPE enclosure for electronic box and batteries 	3

4. LG Sonic company profile



LG Sonic is a highly innovative algae control solutions provider based in the Netherlands. Since 2011, the company has dedicated itself to development of environmentally friendly solutions to treat algal blooms in lakes and large reservoirs.

Environmental pollution

(Harmful) algal blooms have a tremendous negative impact on wildlife, domestic animals and humans living near infected lakes. While the problem is annually increasing globally, the severity of the consequences of algal blooms are becoming clear to public and regulators. At its source, lies years of environmental pollution.

Our vision

LG Sonic believes that solutions for severe environmental degradation do not lie in the addition of more chemicals or other components that pollute our lakes further. Instead, solutions should be used that support our lake's ecology, to establish a healthy aquatic ecosystem.

Our solutions

LG Sonic has established a line of water treatment solutions based on ultrasound technology. Combined with a line of smart water quality sensors, Remote Sensing (satellite imaging) to monitor water quality from space, and efficient aerating solutions based on Nanobubbles, LG Sonic's solutions work together to recover the ecology of a water body.

What we have accomplished so far

- Active in over 50 countries around the world
- Successful long-term treatment of lakes from 20 hectares to many square kilometres
- Winner of several awards such as Aquatech Innovation Award and Shell LiveWIRE Award.
- Four offices worldwide: the Netherlands, United States, United Arab Emirates and Brazil
- Solution provider to water utilities, (nuclear) power generation industry, recreational lakes and wastewater treatment plants.

4.1. Testimonials



AMERICAN WATER

"Extensive testing conducted during 2014 showed that the buoys had a significant impact on the algae, allowing the plant to reduce chemical consumption by more than 20 percent, and reducing the concentration of undesirable taste and odor causing compounds in the treated water delivered to customers".

Orren Schneider, Manager Water Technology



"We were using both an algaecide (quaternary amine) and a UV-blocker at all our cooling towers. By the end of the season we eliminated using the UV-blocker chemical and we reduced the algaecide by 25%. We intend to reduce more in 2020 [with MPC-Buoy]. You have a quality product [MPC-Buoy] that has potential to help many customers such as ourselves. We enjoy working with quality people."

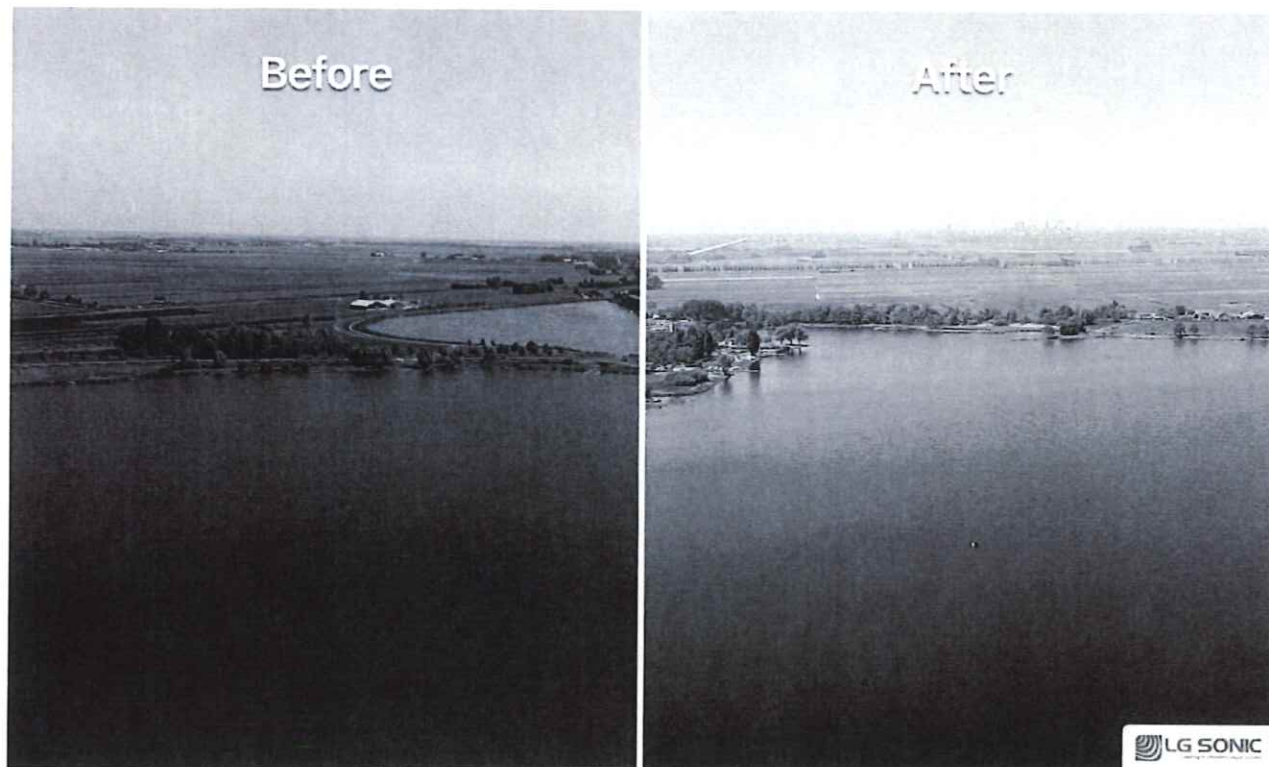
Brian Snyder – Senior Chemical & Environmental Specialist, NIPSCO



"The device performed excellently when dealing with blue-green algae.
[Reducing chemical costs by 27% in the first year]".

Cathy Willets, Emmitsburg Town Manager

4.2. Results



Before (left) and after (right) since using MPC-Buoy systems in a recreational lake in the Netherlands.



Before (left) and after (right) picture of an irrigation reservoir in Australia since using LG Sonic ultrasound.



PROCUREMENT

BRAND NAME OR STANDARDIZATION JUSTIFICATION Purchases Above \$10,000

A brand name description is defined as:

A title, term, symbol, design or any combination used to describe a product by a unique identifier and its producer.

Standardization is defined as -

The adoption of a single product or group of products to be used by different entities or all parts of one organization.
(Nash, Schooner, & O'Brien, 1998)

The agency understands that:

- Use of brand name descriptions and standardization is the least preferred type of specification as it limits competition and potentially equivalent products are not considered for award.
- Procurements of items for which the City has established a standard of designating a brand name manufacturer or by pre-approving via testing shall be competitively bid if there is more than one supplier for the item.

THE REQUESTER PROVIDES THE FOLLOWING JUSTIFICATION FOR REQUIRING

- ☒ Brand Name justification
☐ Standardization justification

What product are you standardizing: LG Sonic ultrasonic emitter.

This brand name or standardization is necessary because (Check all that apply):

- ☐ Interchangeability
☒ Expertise
☐ Compatibility
☒ Maintenance
☐ Regulation/Law
☐ Uniformity
☐ Prior Functionality Testing
☒ Other - __Automated cleaning devices are on all sensors and transmitters capable of 30 minute interval cleanings.

☒ Other - __Patented algae control system

Describe the reasons above.

LGsonic ultrasonic emitters have a patented algae control buoy called the MPC Buoy. This system has an algorithm that changes treatment frequencies and programs based on the water quality data that is downloaded every 30 minutes. There are no similar products on the market. LGsonic emitters also have a cleaning system for all sensors and emitters that competitors do not have. This is critical for the EWPCF lagoons. LGsonic provides support via web-based monitoring to verify, correct, or advise as needed.

Describe the process that the department used to verify or test that this was the only suitable

Search efforts were made to find other competitive ultrasonic emitters for algae treatment and did not have the specifications as needed such as the all the sensors and emitters have self-cleaning capabilities. The adaptive programming to immediately treat specific

<p>solution. Attached additional sheets if necessary.</p>	<p>species of algae is not available with other competitors which is critical to prevent exposure time for new algal growth.</p>
<p>How was performance effectiveness demonstrated? Include existing conditions, prior history, and equipment longevity or durability.</p>	<p>Multiple references with similar pond environments were contacted with the same LGsonic ultrasonic emitters and have described their successes. Successes were due to the adjustable frequency in the programming and are working well to date.</p>
<p>If the standardization or brand name is not approved, what is the consequence to the agency? For example, additional costs or expenses that could be incurred.</p>	<p>The Water Pollution Control Facility does not have algae control. Algae blooms will continue to occur in the lagoon system and likely violate our NPDES (National Pollutant Discharge Elimination System) permit for excessive total suspended solids in the final treated effluent. A complete facultative lagoon upgrade with mixing and/or filtration would have to take place which would be a much greater cost to the city.</p>
<p>What are the associated risks of non-standardization?</p>	<p>Risks of not complying with our NPDES permit.</p>
<p>List any additional facts supporting the standardization or brand name justification.</p>	<p>LG Sonic is the sole owner of the monitoring services provided with this system.</p>
<p>STATEMENT OF NEED AND CERTIFICATION: My department's recommendation for brand name or standardization is based upon an objective review of the product/service required and appears to be in the best interest of the City of Everett. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence in this request. I hereby certify that this justification is accurate and complete to the best of my knowledge and belief.</p>	
<p>Signature (Requestor) _____ Date 10/23/2023</p>	
<p>Printed Name: Derek Kerlee</p>	<p>Title: Wastewater Quality Process Analyst</p>
<p align="center">DEPARTMENT DIRECTOR</p>	
<p>Based upon the above, I authorize the brand name or standardization of the goods or services specified.</p>	
<p>Signature _____</p>	<p>Date _____</p>
<p>Printed Name: _____</p>	
<p align="center">PROCUREMENT MANAGER</p>	
<p>Based upon the above, I authorize the brand name or standardization of the goods or services specified.</p>	
<p>Signature _____</p>	<p>Date _____</p>

Note: If additional space is required, use additional sheets of paper and submit with this completed form.

Project title:

Award the construction contract for the Citywide Bicycle Wayfinding project to Always Active Services of Seattle, WA in the amount of \$363,113.

Council Bill #**Agenda dates requested:**

12/6/23

Briefing

Proposed action

Consent ☒ No

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Bid Summary

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Award of Construction Contract

Project: Citywide Bicycle Wayfinding

Partner/Supplier: Washington State Dept. of Transportation

Location: Citywide

Preceding action: Call for Bids 9/27/23

Fund: 303 – Public Works Improvement Projects

Fiscal summary statement:

The programmed available funding for this project includes a State Pedestrian & Bicycle Safety Program (PB) grant of \$373,090 and local matching funds of \$100,000 from Fund 119 – Street Improvements for a total of \$473,090.

Project summary statement:

This project will install wayfinding signs and pavement markings for bicyclists at multiple locations to facilitate the safe travel of bicyclists and pedestrians.

Bids were opened on October 24, 2023, with five bid proposals received for the Citywide Bicycle Wayfinding project. Always Active Services of Seattle, WA submitted the lowest responsive bid in the amount of \$363,113.

Recommendation (exact action requested of Council):

Award the construction contract for the Citywide Bicycle Wayfinding project to Always Active Services of Seattle, WA in the amount of \$363,113.



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

BID SUMMARY

Citywide Bicycle Wayfinding

W.O.# 3786

Date: 10/24/2023

For:

Bidder Name:	Bidder Totals:
ENGINEER'S ESTIMATE	\$463,747.50
Always Active Services	\$363,113.00
Road Construction Northwest Inc	\$495,918.50
Specialized Pavement Marking	\$499,900.00
Granite Construction Company	\$606,600.00
Award Construction Inc	\$638,065.00

Project title: Amendment No. 3 to the Professional Services Agreement with Wood Environment and Infrastructure Solutions, Inc. for Environmental On-Call Services

Council Bill #**Project:** Environmental Permitting Support**Partner/Supplier:** Wood Environment**Location:****Preceding action:** 05.13.2022 – Amendment No. 2**Fund:** 401 – Water and Sewer Utility Fund**Agenda dates requested:**

12/6/23

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☒ No**Budget amendment:**Yes ☒ No**PowerPoint presentation:**Yes ☒ No**Attachments:**

Amendment No. 3

Department(s) involved:

Public Works

Contact person:

Grant Moen

Phone number:

(425) 257-8947

Email:

gmoen@everettwa.gov

Fiscal summary statement:

This amendment makes no changes to expenditures or budget.

Project summary statement:

Identified dike maintenance and repair projects are required to protect critical public infrastructure; both maintenance and repair project require environmental permitting support. Wood Environment and Infrastructure Solutions, Inc. currently provides direct permitting support to Public Works for identified Maintenance and CIP projects related to environmental work.

Amendment No. 3 extends the terms of the existing Professional Services Agreement between the City and Wood Environment and Infrastructure Solutions, Inc. to December 31, 2024.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 3 to the Professional Services Agreement with Wood Environment and Infrastructure Solutions, Inc. for environmental on call support, extending the term of the agreement.

Initialed by:

RLS

Department head

Administration

Council President



**AMENDMENT NO. 3
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") is effective as of the date of the Mayor's signature below, and is between the City of Everett, a Washington municipal corporation (the "***City***"), and the person identified as the Service Provider below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may be previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

Service Provider	Wood Environment and Infrastructure Solutions, Inc.
City Project Manager	Emily Coba
	ecoba@everettwa.gov
Original Agreement Date	4/22/2019

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2024 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	Enter amount, if applicable
	Compensation Added (or Subtracted) by this Amendment	Enter amount, if applicable
	Maximum Compensation Amount After this Amendment	Enter amount, if applicable

Changes to Scope of Work	<div>Click for Dropdown Menu I</div> <div>Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.</div>
Other Amendments	<div>Enter other changes to the Agreement, if any.</div>
Standard Amendment Provisions	<p>Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.</p>
	<p>This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature.</p>
	<p>All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.</p>

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Service Provider have executed this Amendment.

**CITY OF EVERETT
WASHINGTON**

**WOOD ENVIRONMENT AND INFRASTRUCTURE
SOLUTIONS, INC.**

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Sean F. Gormley

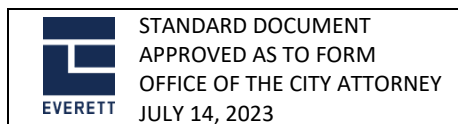
Signer's Email Address: sean.gormley@wsp.com

Date

Title of Signer: Northwest Operations Manager

ATTEST

Office of the City Clerk



Project title: Ready Rebound Agreement/Statement of Work.

Council Bill # *interoffice use*

Agenda dates requested:

12/6/2023

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ X No

Budget amendment:

Yes ☒ X No

PowerPoint presentation:

Yes ☒ X No

Attachments:

Department(s) involved:

Legal

Human Resources

Contact person:

Michael Duerr

Phone number:

425-257-8769

Email:

mduerr@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Ready Rebound Agreement/Statement of Work

Partner/Supplier: Ready Rebound

Location: NA

Preceding action: None

Fund: Self-Insured Fund

Fiscal summary statement:

The total fees for the renewal agreement term of January 1, 2024 to December 31, 2026 is \$400,125.00.

Project summary statement:

The City has an existing contract with Ready Rebound which provides services related to healthcare navigation for injured first responders and consultative services to employers to establish targeted programs and practices to assist the injured employee. This program helps reduce injury-related costs, streamline the management of injury treatment and rehabilitation, and improve quality of life for first responders during their career and post-retirement.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the plan adoption renewal agreement with Ready Rebound.



AGREEMENT/STATEMENT OF WORK (SOW)

by and between

Ready Rebound, Inc., a Delaware company
and the City of Everett ("Client")

Dated: November 1, 2023

Ready Rebound *Recover*

Introduction. Ready Rebound, *Recover* is dedicated to creating an integrated, comprehensive, and personalized health and performance program for Client. Ready Rebound's innovative solutions will add value to the job for Client's employees through implementation of programs targeting job preparation and recovery as well as provide resources and initiatives that support an improved process of management and prevention of injury. Ready Rebound's research and clinical expertise will create integrated single-source service solutions for Client that will help reduce injury-related costs, streamline the management of injury treatment and rehabilitation, and lead to the implementation of a sustainable and efficient evidence-based health, fitness, and performance programming. This innovative program will lead to the discovery of new information, knowledge, and possibly tools that provide data and outcome driven metrics to improve the quality of life for a city worker, both during his/her career and post-retirement.

Project Description. The strategic phases of this project will begin with an initial period of consultative assessment that will inform the development of strategic research initiatives and implementation of targeted programs and practices. Our short-term goals include (a) creating an awareness and understanding for the added value that Rebound brings to the individual employee, (b) identifying gaps in knowledge and practices that, if closed, will improve health of Client's employees, and (c) establish an injury management system that rewards the employee and employer through efficiency, reduced costs, and reduced time lost.

Deliverables: Ready Rebound will provide a team of experts and professionals who are licensed as physical therapists and athletic trainers, credentialed in advanced assessment of movement and strength and conditioning, trained in cutting edge technology and software, and established educators and researchers. The Ready Rebound team will work with Client to:

1. Establish and implement a network-based system for management of the treatment of orthopedic injury.

Achieving this milestone will involve:

- a. Full Assessment and determination of best practice for implementation of the Network based on workers compensation laws, HIPAA, and practice acts in the State of Washington;
- b. Selection of physicians (orthopedic and primary care) and physical therapists or athletic trainers for the Network;
- c. Implementation of Ready Rebound software for current employees; and
- d. Access to the Ready Rebound Network will be allowed for Client's employees, current and future retired employees, and their immediate family members.

2. Development of outcome metrics. Achieving this milestone will involve:

- a. Ready Rebound will work with the Client Representative (as identified below) to obtain data necessary to build a metric model (i.e., days lost, # of injuries, body part, injury type, dollars spent on health claims, dollars spent on "backfill", participation in healthy initiatives); and
- b. Develop predictive/proprietary algorithm(s) for determination of # of injuries/lost days and the cost

benefits of the collective and individual programs (such models and algorithms may require three (3) years of data in order to obtain a sample size large enough to create a valid and reliable metric).

Implementation Timeline. Access to Ready Rebound shall commence on January 1, 2024. Education is dependent on the City administration's timely response to all critical deliverables, including contract signatures, sharing integration data, and supporting Ready Rebound in training of its members.

Fees.

Year 1. Total Fees due and payable for the Services performed during the term of January 1, 2024, to December 31, 2024, will be ***One Hundred Thirty-Three Thousand Three Hundred Seventy-Five Dollars and 00/100 Cents*** [\$133,375.00 = (\$229 x 194 police members + 181 fire members) + (\$100 x 146 transit members + 327 public works members)] payable in monthly installments with the first monthly payment being due on or before January 1, 2024.

Year 2. Total Fees due and payable for the Services performed during the term of January 1, 2025, to December 31, 2025, will be ***One Hundred Thirty-Three Thousand Three Hundred Seventy-Five Dollars and 00/100 Cents*** [\$133,375.00 = (\$229 x 194 police members + 181 fire members) + (\$100 x 146 transit members + 327 public works members)] payable in monthly installments with the first monthly payment being due on or before January 1, 2025.

Year 3. Total Fees due and payable for the Services performed during the term of January 1, 2026, to December 31, 2026, will be ***One Hundred Thirty-Three Thousand Three Hundred Seventy-Five Dollars and 00/100 Cents*** [\$133,375.00 = (\$229 x 194 police members + 181 fire members) + (\$100 x 146 transit members + 327 public works members)] payable in monthly installments with the first monthly payment being due on or before January 1, 2026.

All payments can be mailed to:

Ready Rebound, Inc.
PO Box 8282
Carol Stream, IL 60197-8282

Client Billing Contact:

Name: _____

Email: _____

Telephone Number: _____

Terms and Conditions. This SOW adopts and incorporates by reference Ready Rebound's standard terms and conditions. Notwithstanding anything to the contrary contained in or incorporated into any other document executed between the parties, the terms and conditions shall apply to this SOW and any subsequent orders, agreements, or SOWs and shall govern the relationship between the parties, unless there is a specific exception to the terms and conditions outlined in such agreement.

1. Applicability. These terms and conditions of purchase (these "**Terms**") are the only terms which govern the purchase of the services ("**Services**") by client set forth in the Proposal ("**Client**") from Ready Rebound, LLC ("**Service Provider**" and together with Client, the "**Parties**", and each a "**Party**"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the services covered hereby, these Terms shall prevail to the extent they are inconsistent with those terms and conditions. The accompanying Statement of Work, and these Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

2. Services. Service Provider shall provide to Client the Services set out in one or more statements of work or proposals to be issued by Client and accepted by Service Provider (each, a “**Statement of Work**“). Additional Statements of Work shall be deemed issued and accepted only if signed by the Service Provider and the Client, appointed pursuant to Section 1 and Section 4.1, respectively.
3. Service Provider Obligations. Service Provider shall:
 - 3.1 Designate employees that it determines, in its sole discretion, to be capable of filling the following positions:
 - (a) A primary contact to act as its authorized representative with respect to all matters pertaining to these Terms (the “**Service Provider**”).
 - (b) A number of employees that it deems sufficient to perform the Services set out in each Statement of Work, (collectively, with the Service Provider, “**Provider Representatives**“).
 - 3.2 Make no changes in Provider Representatives except:
 - (a) Following notice to Client.
 - (b) Upon the resignation, termination, death or disability of an existing Provider Representative.
4. Client Obligations. Client shall:
 - 4.1 Designate one of its employees to serve as its primary contact with respect to these Terms and to act as its authorized representative with respect to matters pertaining to these Terms (the “**Client**“), with such designation to remain in force unless and until a successor Client is appointed.
 - 4.2 Require that the Client respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.
 - 4.3 Cooperate with Service Provider in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.
 - 4.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Service Provider’s provision of the Services.
5. Fees and Expenses.
 - 5.1 In consideration of the provision of the Services by the Service Provider and the rights granted to Client under these Terms, Client shall pay the fees set out in the applicable Statement of Work. Unless otherwise provided in the applicable Statement of Work, said fee will be payable within thirty (30) days of receipt by the Client of an invoice from Service Provider. Client shall pay an additional percentage fee for any invoices paid by credit or debit card.
 - 5.2 Except for invoiced payments that the Client has successfully disputed, all late payments may be subject to interest rates permissible under applicable law. Client shall also reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under these Terms or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Client fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.
6. Limited Warranty and Limitation of Liability.
 - 6.1 Service Provider warrants that it shall perform the Services:
 - (a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and these Terms.
 - (b) Using personnel of commercially reasonable skill, experience, and
 - (c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
 - 6.2 Service Provider’s sole and exclusive liability and Client’s sole and exclusive remedy for breach of this warranty shall be as follows:
 - (a) Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable

time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 9.

6.3 Service provider makes no warranties except for that provided in section 6.1, above. All other warranties, express and implied, are expressly disclaimed.

7. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Client under these Terms or prepared by or on behalf of the Service Provider in the course of performing the Services (collectively, the "**Deliverables**") except for any Confidential Information of Client or Client materials shall be owned by Service Provider. Service Provider hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services.

8. Confidentiality. From time to time during the Term, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), information that is treated as confidential by the Disclosing Party, including but not limited to all non-public information about its business affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" ("Confidential Information"); provided, however, that "Confidential Information" does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 8; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. During the Term and for the twelve (12) months thereafter, the Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these Terms; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under these Terms.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 8 only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, members, managers, attorneys, accountants, and financial advisors.

9. Term, Termination, and Survival.

9.1 These Terms shall commence as of the date of the first Statement of Work and shall continue

thereafter for a period of three (3) years unless sooner terminated pursuant to Section 9.2 or Section 9.3 (the “Initial Term”), and shall automatically renew for additional one (1) year terms (each a “Subsequent Term” and together with the Initial Term, the “Term”), unless either Party notifies the other at least ninety (90) days prior to the expiration.

9.2 Either Party may terminate these Terms, effective upon written notice to the other Party (the “Defaulting Party”) if the Defaulting Party:

- (a) Materially breaches these Terms, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.3 Notwithstanding anything to the contrary in Section 9.2(a), Service Provider may terminate these Terms before the expiration of these Terms on written notice if Client fails to pay any amount when due hereunder and such failure continues for ten (10) days after Client’s receipt of written notice of nonpayment.

9.4 Termination for Non-Appropriation. After the first full year of this Agreement, Customer may terminate this Agreement if it does not appropriate funds to continue this Agreement in a future fiscal year. To invoke termination under this Section, the Customer’s staff responsible for the management of this Agreement must use good faith efforts to secure the appropriate funds for the next year’s fees, and provide written notice of the non-appropriation 90 days before the anniversary of the Effective Date. Customer may not terminate for non-appropriation if it acquires similar products or services or requests a proposal for similar products or services.

9.5 In the event these Terms are terminated prior to the end of the Term, Client shall within ten (10) days after the effective date of termination, refund to Service Provider any costs or expenses paid by the Service Provider as of the date of termination for the Service, plus the fees for such Service up to and including the date of termination on a pro-rated basis based on the percentage of completed Services.

9.6 The rights and obligations of the Parties set forth in Section 5 and in Sections 7, 8, 9.4, 9.5, 10, 23 and 24, and any right or obligation of the Parties in these Terms which, by their nature, should survive termination or expiration of these Terms, will survive any such termination or expiration of these Terms.

10. Indemnification.

10.1 Service Provider shall defend, indemnify, and hold harmless Client and its officers, directors, employees, agents, successors, and permitted assigns from and against all losses arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of Service Provider or Service Provider Personnel; and
- (b) Service Provider’s breach of any representation, warranty, or obligation of Service Provider set forth in these Terms.

10.2 Client shall defend, indemnify, and hold harmless Service Provider and its officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of

or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the negligent or willful acts or omissions of Client; and
- (b) Client's breach of any representation, warranty, or obligation of Client in these Terms.

10.3 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent. The indemnified party's failure to perform any obligations under this Section 10.3 shall not relieve the indemnifying party of its obligations under this Section 10.3 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

11. Limitation of Liability.

11.1 In no event shall service provider be liable to client or to any third party for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not service provider has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

11.2 In no event shall service provider's aggregate liability arising out of or related to these terms, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amounts paid or payable to service provider pursuant to the applicable statement of work.

11.3 The exclusions and limitations in Sections 11.1 and 11.2 shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 7 (Intellectual Property);
- (b) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Confidentiality);
- (c) a party's indemnification obligations under Section 10 (Indemnification);
- (d) damages or other liabilities arising out of or relating to a party's negligence, willful misconduct, or intentional acts;
- (e) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions; and
- (f) a party's obligation to pay attorneys' fees and court costs in accordance with Section 15.

12. Entire Agreement. These Terms, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between these Terms and the terms and conditions of any Statement of Work, these Terms shall supersede and control.

13. Notices. All notices, requests, consents, claims, demands, waivers and other communications under these Terms (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at such address set forth in the Statement of Work, (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these

Terms, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 13.

14. Force Majeure.

14.1 No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of these Terms, when and to the extent such failure or delay is caused by or results from the following force majeure events (“**Force Majeure Events**”): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of these Terms; (f) action by any governmental authority; (g) national or regional emergency; or (h) other similar events beyond the reasonable control of the party affected by the Force Majeure Event. The affected party shall give notice within five (5) business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

14.2 During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.

14.3 The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause.

15. Remedies. Each Party acknowledges that a breach by a Party of Section 7 (Intellectual Property) or Section 8 (Confidentiality), may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in these Terms to the contrary. If any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to these Terms, the prevailing Party shall be entitled to recover its attorneys’ fees and court costs from the non-prevailing Party.

16. Consent for Use of Likeness. Client hereby consents to any and all uses and displays by Service Provider of the client logo, client name, and photos of mutually agreed upon training sessions and meetings in, on, or in connection with, any pictures, photographs, audio or video recordings, digital images, websites, social media, television programs, sales and marketing brochures, books, magazines, publications, and all other forms of media throughout the world (collectively, the “Materials”) created by, or at the direction of, the Service Provider at any time during or after the Term of this Agreement, for any legitimate business purposes of the Service Provider (“Permitted Uses”). Client acknowledges that Client has no right to review or approve any Materials before any Permitted Use by the Service Provider and that Provider has no liability to Client for any editing or alteration of the Materials for any Permitted Use or for any distortion or other effects resulting from Service Provider’s editing, alteration, or use of the Materials for any Permitted Use. Client hereby forever releases the Service Provider and its owners, directors, officers, employees, and agents, to the maximum extent permitted by applicable law, from any and all claims, actions, damages, losses, costs, expenses, and liability of any kind, arising under any legal or equitable theory whatsoever at any time during or after the Term of this Agreement, in connection with the Permitted Use of the Materials, including, without limitation, claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy, violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction.

17. Severability. If any term or provision of these Terms are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not

affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of these Terms are invalid, illegal or unenforceable, the remainder of these Terms shall be unenforceable. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify these Terms to affect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

18. Amendments. No amendment to or modification of or rescission, termination or discharge of these Terms is effective unless it is in writing and signed by an authorized representative of each Party.

19. Waiver. No waiver by any Party of any of the provisions of these Terms shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these Terms, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20. Assignment. Client shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under these Terms without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 20 shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under these Terms. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without Client's consent.

21. Successors and Assigns. These Terms are binding on and inures to the benefit of the Parties to these Terms and their respective permitted successors and permitted assigns.

22. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Client being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in these Terms shall give the Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Client's final approval and shall be subject to the Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries. These Terms benefit solely the Parties to these Terms and their respective permitted successors and assigns and nothing in these Terms, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

24. Choice of Law. These Terms and all related documents including all exhibits attached hereto, and all matters arising out of or relating to these Terms, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Wisconsin, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin.

25. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to these Terms, including all exhibits, schedules, attachments and appendices attached to these Terms, and all contemplated transactions, in any forum other than the United States District Court – Eastern District of Wisconsin or, if such court does not have subject matter jurisdiction, the courts of the State of Wisconsin sitting in Milwaukee County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in United States District Court – Eastern District of Wisconsin or, if such court does not have subject

matter jurisdiction, the courts of the State of Wisconsin sitting in Milwaukee County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

26. Waiver of Jury Trial. Each party acknowledges that any controversy that may arise under these terms, including exhibits, schedules, attachments, and appendices attached to these terms, is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to these terms, including any exhibits, schedules, attachments or appendices attached to these terms, or the transactions contemplated hereby.

Exceptions to the Terms and Conditions.

Section 8 of the Terms and Conditions shall be modified to "Confidentiality. From time to time during the Term, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), information that is treated as confidential by the Disclosing Party, including but not limited to all non-public information about its business affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information ("Confidential Information"); provided, however, that "Confidential Information" does not include any information that:

- (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 8;
- (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information;
- (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or
- (d) was or is independently developed by Receiving Party without using any Confidential Information.
- (e) is subject to disclosure under the Washington Public Records Act;
- (f) includes these Terms/this Agreement, Statements of Work, purchase orders or other documents stating what Client pays Ready Rebound (all which may be put on Client's public website or otherwise disclosed with no notice to Ready Rebound)

During the Term and for the twelve (12) months thereafter, the Receiving Party shall:

- (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these Terms; and
- (c) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under these Terms.

If the Receiving Party is required by applicable law or legal process (other than the Washington Public Records Act) to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

Section 10 of the Terms and Conditions is deleted.

Section 11.1 of the Terms and Conditions shall be modified to "In no event shall either party be liable to the other party or to any third party for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of

whether such damage was foreseeable and whether or not service provider has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose."

Section 11.2 of the Terms and Conditions shall be modified to "In no event shall either party's aggregate liability arising out of or related to these terms, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed an amount equal to the aggregate amounts paid or payable to Service Provider pursuant to the applicable statement of work."

Section 12 of the Terms and Conditions shall be modified to "Entire Agreement/Counterparts/Signatures. These Terms, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between these Terms and the terms and conditions of any Statement of Work, these Terms shall supersede and control. Execution and delivery of this Agreement/these Terms by a party shall be legally valid and effective through any of the following: (i) executing and delivering a paper copy, (ii) execution and/or transmittal by Adobe Sign or DocuSign or other e-signature method, or (iii) transmitting an executed copy by email in pdf format or other electronically scanned format. This Agreement/these Terms may be signed in counterparts."

Section 16 of the Terms and Conditions is deleted.

Section 24 of the Terms and Conditions shall be modified to "These Terms and all related documents including all exhibits attached hereto, and all matters arising out of or relating to these Terms, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Washington, United States of America, without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Washington."

Section 25 of the Terms and Conditions shall be modified to "Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to these Terms, including all exhibits, schedules, attachments and appendices attached to these Terms, and all contemplated transactions, in any forum other than the United States District Court – Western District of Washington or, if such court does not have subject matter jurisdiction, the courts of the State of Washington sitting in Snohomish County, and any appellate court from any thereof. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law."

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed on the day and year of the first above written. No portion of this SOW may be reproduced, duplicated, or revealed in any manner without the prior written consent of READY REBOUND.

READY REBOUND:

Ready Rebound, Inc.

By: _____
David Reeves, Chief Executive Officer

CLIENT:

By: _____
Name: _____
Title: _____
Address: _____

Project title: CITY OF EVERETT SALARY ORDINANCE

Council Bill #

CB 2311-60

Agenda dates requested:

11/29/23 (1st), 12/06/23 (2nd), 12/13/23 (3rd)

Briefing ☒ x

Proposed action

Consent

Action

Ordinance ☒ x

Public hearing

Yes ☒ x No

Budget amendment:

Yes ☒ x No

PowerPoint presentation:

Yes ☒ x No

Attachments:

Ordinance

Department(s) involved:

Human Resources

Contact person:

Kandy Bartlett, Labor and Administrative Services Director

Phone number:

425-257-8767

Email:

kbartlett@everettwa.gov

Initialed by:

KB

Department head

Administration

Council President

Consideration: Adopt the 2024 Salary Ordinance for City employees

Project: Ordinance establishing 2024 salary schedule for City employees

Partner/Supplier:

Location:

Preceding action:

Fund: All Funds

Fiscal summary statement:

The salary schedule contained in this Ordinance for union employees have been previously approved by City Council, as part of the City's collective bargaining process. To minimize compression issues, non-represented employees generally receive the same wage adjustment as AFSCME employees; therefore, a 4.6% increase is included for all non-represented positions. The wage increases included in this Ordinance for all employees are included in the 2024 budget.

Project summary statement:

Adopt an Ordinance establishing the basic salary schedule for employees of the City of Everett for 2024, repealing Ordinance 3926-22.

Recommendation (exact action requested of Council):

Adopt an Ordinance establishing the basic salary schedule for employees of the City of Everett for 2024, repealing Ordinance 3926.22.

ORDINANCE NO. _____

AN ORDINANCE establishing the basic salary schedule for employees of the City of Everett for 2024, repealing Ordinance 3926-22.

THE CITY OF EVERETT DOES ORDAIN:

Section 1: It is the purpose of this ordinance to fix the classification and salary for each employee in the City of Everett and to establish part-time employment and day laborer rates and nothing herein shall be construed to prevent the various department heads, with the consent of the Mayor, from employing such additional employees from time to time as may be necessary in the proper discharge of the duties of such office or from discharging such temporary or part-time employees when the necessity therefore has ceased to exist.

Section 2: The salary schedule for all employees shall be as contained herein for January 1, 2024 to December 31, 2024.

Section 3: This salary schedule identifies existing classifications within the City of Everett. Due to organizational review and natural attrition, some classifications will be vacant throughout the year.

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
A. ADMINISTRATION									
Chief Administrative Assistant	6001	06-024	15437	-	17360	-	20107		
Director of Emergency Management	6030	06-017	12041	-	13540	-	15683		
Executive Administrator	6012	06-017	12041	-	13540	-	15683		
Executive Assistant - City Council	6017	06-009	6801	-	7642	-	8841		
Executive Assistant - Mayor's Office	6003	06-009	6801	-	7642	-	8841		
Executive Director	6004	06-021	14184	-	16188	-	18472		
Executive Project Coordinator	6006	06-011	7735	-	8689	-	10059		
Government Affairs Director	6005	06-015	10205	-	11467	-	13273		
Labor & Administrative Services Director	6031	06-021	14184	-	16188	-	18472		
Senior Executive Director	6000	06-023	14987	-	16855	-	19521		
Special Projects Manager	6010	06-015	10205	-	11467	-	13273		
B. BUDGET AND FINANCE									
Accountant I	1200	01-018	6888	7230	7589	7972	8376		
Accounting Manager	6051	06-015	10205	-	11467	-	13273		
Assistant Accounting Manager	6049	06-014	9504	-	10679	-	12358		
Budget Manager	6053	06-015	10205	-	11467	-	13273		
City Clerk	6054	06-015	10205	-	11467	-	13273		
Deputy City Clerk/Public Records Officer	6056	06-012	8271	-	9297	-	10753		
Finance Director/Treasurer	6057	06-019	13256	-	14909	-	17269		
Procurement Manager	6060	06-015	10205	-	11467	-	13273		
Procurement Technician	1432	01-015	5949	6252	6563	6888	7230		
Procurement Specialist	1434	01-017	6563	6888	7230	7589	7972		
Senior Procurement Specialist	1436	01-019	7230	7589	7972	8376	8791		
Tax & License Compliance Auditor	6050	06-011	7735	-	8689	-	10059		
Warehouseworker	1430	01-010	4664	4897	5136	5393	5659		
C. COMMUNICATIONS AND ENGAGEMENT									
Communications Director	6009	06-017	12041	-	13540	-	15683		
Communications & Marketing Manager	6024	06-014	9504	-	10679	-	12358		
Engagement & Communications Specialist	6020	06-009	6801	-	7642	-	8841		
Engagement Director	6018	06-017	12041	-	13540	-	15683		
Marketing and Design Specialist	6021	06-009	6801	-	7642	-	8841		
Multimedia & Digital Communications Program Manager	6023	06-012	8271	-	9297	-	10753		
Multimedia Communications Coordinator	6022	06-010	7241	-	8142	-	9420		
Senior Communications Officer	6019	06-012	8271	-	9297	-	10753		
Visual Information Specialist	2480	01-014	5659	5949	6252	6563	6888		
D. COMMUNITY, PLANNING, AND ECONOMIC DEVELOPMENT									
Assistant Planner	1540	01-016	6252	6563	6888	7230	7589		
Associate Planner	1550	01-018	6888	7230	7589	7972	8376		
Case Management Coordinator	6149	06-010	7241	-	8142	-	9420		
Community Development Director	6150	06-019	13256	-	14909	-	17269		
Community Development Manager	6152	06-012	8271	-	9297	-	10753		
Community Development Specialist	6151	06-010	7241	-	8142	-	9420		
Community Outreach Specialist	6145	06-008	6388	-	7181	-	8312		
Community Outreach Specialist - Library	6144	06-008	6388	-	7181	-	8312		
Community Outreach Specialist - Police	6143	06-008	6388	-	7181	-	8312		

Category 2: Sensitive Information

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
Community Support Manager	6160	06-014	9504	-	10679	-	12358		
Community Support Specialist/Social Worker	6312	06-010	7241	-	8142	-	9420		
Community Support Specialist/Social Worker - Fire	6140	06-010	7241	-	8142	-	9420		
Community Support Specialist/Social Worker - Library	6142	06-010	7241	-	8142	-	9420		
Community Support Specialist/Social Worker - Police	6141	06-010	7241	-	8142	-	9420		
Community Support Supervisor/Social Worker	6159	06-011	7735	-	8689	-	10059		
Economic Development & Marketing Manager	6167	06-014	9504	-	10679	-	12358		
Economic Development & Placemaking Program Manager	6165	06-012	8271	-	9297	-	10753		
Economic Development Director	6013	06-017	12041	-	13540	-	15683		
Environmental Planner	1590	01-020	7527	7904	8287	8696	9064		
Homeless Response Coordinator	6148	06-010	7241	-	8142	-	9420		
Housing Improvement Inspector	6155	06-010	7241	-	8142	-	9420		
Land Use Planning Manager	6156	06-015	10205	-	11467	-	13273		
Long Range Planning Manager	6157	06-015	10205	-	11467	-	13273		
Neighborhoods & Community Engagement Coordinator	6002	06-012	8271	-	9297	-	10753		
Planner	1670	01-020	7527	7904	8287	8696	9064		
Planning Director	6158	06-019	13256	-	14909	-	17269		
Planning & Community Engagement Coordinator	6147	06-009	6801	-	7642	-	8841		
<u>E. FACILITIES/PROPERTY MANAGEMENT</u>									
Asst. Real Property Manager	6202	06-011	7735	-	8689	-	10059		
Custodial Supervisor	1945	01-017	6563	6888	7230	7589	7972		
Custodian	1950	01-008	4229	4438	4664	4897	5136		
Facilities Maintenance Supervisor	6204	06-011	7735	-	8689	-	10059		
Facilities Manager	6205	06-012	8271	-	9297	-	10753		
Facilities Planning & Capital Development Manager	6210	06-013	8860	-	9957	-	11519		
Project Manager - Architect	6206	06-012	8271	-	9297	-	10753		
Real Property Manager	6207	06-015	10205	-	11467	-	13273		
<u>F. FIRE</u>									
Assistant Fire Chief	6250	06-020	13804	-	15738	-	17980		
Assistant Fire Chief/Fire Marshal	6254	06-020	13804	-	15738	-	17980		
Assistant Fire Marshal	2110	04-023	12765	-	-	-	-		
Deputy Fire Chief	6252	06-016	10978	-	12338	-	14277		
Emergency Management Public Education Coordinator	6015	06-010	7241	-	8142	-	9420		
Emergency Preparedness Program Manager	6260	06-012	8271	-	9297	-	10753		
Fire and Emergency Medical Services Analyst	6255	06-009	6801	-	7642	-	8841		
Fire and EMS Support Specialist	2148	01-016	6252	6563	6888	7230	7589		
Fire Apparatus/Equipment Mechanic	2145	01-020	7527	7904	8287	8696	9064		
Fire Battalion Chief	2150	04-023	12765	-	-	-	-		
Fire Captain ⁴	2160	04-021	11398	-	-	-	-		
Fire Chief	6253	06-022	14551	-	16364	-	18952		
Fire Department PIO & Public Education Coordinator	6256	06-012	8271	-	9297	-	10753		
Fire Division Chief	2251	04-024	13677	-	-	-	-		
Fire Inspector	2180	04-021	11398	-	-	-	-		
Firefighter	2200	04-017	6388	7069	7749	8428	9118		
Firefighter	2200	04-117	6388	7294	8205	9118	-		
Firefighter/Driver	2210	04-018	10030	-	-	-	-		
Firefighter/EMTA	2220	04-018	10030	-	-	-	-		
Firefighter/Paramedic ⁵	2230	04-020	10577	10668	-	-	-		
Medical Services Officer	2250	04-022	11945	-	-	-	-		
<u>G. HUMAN RESOURCES</u>									
Assistant Human Resources Director	6550	06-017	12041	-	13540	-	15683		
Environmental Health & Safety Specialist	6551	06-012	8271	-	9297	-	10753		
Employee Benefits Coordinator	6553	06-009	6801	-	7642	-	8841		
Environmental Health & Safety Manager	6552	06-014	9504	-	10679	-	12358		
Equity Manager	6562	06-012	8271	-	9297	-	10753		
Human Resources Analyst	6557	06-009	6801	-	7642	-	8841		
Human Resources Business Analyst	6565	06-011	7735	-	8689	-	10059		
Human Resources Coordinator	6554	06-008	6388	-	7181	-	8312		
Human Resources Director	6555	06-019	13256	-	14909	-	17269		
Human Resources Manager	6558	06-015	10205	-	11467	-	13273		
Labor & Employee Relations Coordinator	6560	06-011	7735	-	8689	-	10059		
Labor Relations Program Manager	6561	06-012	8271	-	9297	-	10753		

Category 2: Sensitive Information

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
Workers Compensation Coordinator	6559	06-010	7241	-	8142	-	9420		
H. INFORMATIONAL TECHNOLOGY									
Information Technology Director	6062	06-019	13256	-	14909	-	17269		
Information Technology Manager	6055	06-016	10978	-	12338	-	14277		
Information Technology Project Manager	6064	06-014	9504	-	10679	-	12358		
Information Technology Support Specialist I	1384	01-015	5949	6252	6563	6888	7230		
Information Technology Support Specialist II	1386	01-017	6563	6888	7230	7589	7972		
Information Technology Support Specialist Senior	1388	01-019	7230	7589	7972	8376	8791		
Network Engineer I	1396	01-022	8287	8696	9064	9518	9995		
Network Engineer II	1406	01-025	9518	9995	10493	11018	11569		
Network Engineer Senior	1416	01-027	10493	11018	11569	12146	12754		
Security Analyst I	1398	01-022	8287	8696	9064	9518	9995		
Security Analyst II	1408	01-025	9518	9995	10493	11018	11569		
Security Analyst Senior	1418	01-027	10493	11018	11569	12146	12754		
System Administrator I	1392	01-022	8287	8696	9064	9518	9995		
System Administrator II	1402	01-025	9518	9995	10493	11018	11569		
System Administrator Senior	1412	01-027	10493	11018	11569	12146	12754		
System Analyst I	1394	01-022	8287	8696	9064	9518	9995		
System Analyst II	1404	01-025	9518	9995	10493	11018	11569		
System Analyst Senior	1414	01-027	10493	11018	11569	12146	12754		
Telecommunications Assistant	2015	01-010	4664	4897	5136	5393	5659		
Telecommunications Manager	6208	06-010	7241	-	8142	-	9420		
I. INTERDEPARTMENTAL									
Accounting Asst/Customer Svc Representative	2300	01-011	4897	5136	5393	5659	5949		
Accounting Technician	2310	01-012	5136	5393	5659	5949	6252		
Administrative Assistant*	6301	06-107	5679	-	6377	-	7382		
Administrative Coordinator	6302	06-008	6388	-	7181	-	8312		
Administrative Secretary*	6303	06-104	4823	-	5418	-	6271		
Assistant Buyer	1222	01-012	5136	5393	5659	5949	6252		
Associate Engineer - NPE	6304	06-010	7241	-	8142	-	9420		
Associate Engineer - PE	6305	06-012	8271	-	9297	-	10753		
Business Analyst	6710	06-011	7735	-	8689	-	10059		
Buyer	1260	01-016	6252	6563	6888	7230	7589		
Capital Projects Coordinator	6313	06-011	7735	-	8689	-	10059		
Development Construction Supervisor	6311	06-011	7735	-	8689	-	10059		
Electrician	1960	01-020	7527	7904	8287	8696	9064		
Engineering Technician	4260	01-016	6252	6563	6888	7230	7589		
Engineering Technician Trainee	4270	01-014	5659	5949	6252	6563	6888		
Financial Analyst	6306	06-009	6801	-	7642	-	8841		
GIS Programmer/Analyst	4275	01-018	6888	7230	7589	7972	8376		
Maintenance Mechanic	2370	01-017	6563	6888	7230	7589	7972		
Office Assistant	2390	01-008	4229	4438	4664	4897	5136		
Office Specialist	2400	01-012	5136	5393	5659	5949	6252		
Office Technician	2420	01-010	4664	4897	5136	5393	5659		
Principal Engineer	6307	06-015	10205	-	11467	-	13273		
Project Coordinator	6308	06-010	7241	-	8142	-	9420		
Public Service Aide	2425	01-002	3155	3314	3482	3654	3836		
Ranger II	3090	01-014	5659	5949	6252	6563	6888		
Senior Engineer	6310	06-014	9504	-	10679	-	12358		
Senior Financial Analyst	6314	06-011	7735	-	8689	-	10059		
Small Tool & Equipment Repair Technician	2445	01-015	5949	6252	6563	6888	7230		
Supervisor I	2450	01-017	6563	6888	7230	7589	7972		
Supervisor II	2460	01-020	7527	7904	8287	8696	9064		
Transportation Maintenance Technician	3860	01-015	5949	6252	6563	6888	7230		
J. LEGAL									
Assistant City Attorney I	6351	06-009	6801	-	7642	-	8841		
Assistant City Attorney II	6352	06-013	8860	-	9957	-	11519		
Assistant City Attorney III	6353	06-015	10205	-	11467	-	13273		
Assistant City Attorney/Safe Streets Manager	6016	06-016	10978	-	12338	-	14277		
City Attorney	6354	06-022	14551	-	16364	-	18952		
Deputy City Attorney	6355	06-019	13256	-	14909	-	17269		
Lead Prosecuting Attorney	6359	06-016	10978	-	12338	-	14277		
Legal Administrator/Risk Manager	6356	06-015	10205	-	11467	-	13273		

Category 2: Sensitive Information.

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
Legal Assistant	2395	01-010	4664	4897	5136	5393	5659		
K. LIBRARY									
Assistant Library Director/Librarian IV	6401	06-013	8860	-	9957	-	11519		
Circulation Assistant II	2606	01-008	4229	4438	4664	4897	5136		
Circulation Assistant III	2609	01-010	4664	4897	5136	5393	5659		
Circulation Assistant IV	2612	01-012	5136	5393	5659	5949	6252		
Circulation Supervisor	2615	01-017	6563	6888	7230	7589	7972		
Digital Services Librarian	2633	01-020	7527	7904	8287	8696	9064		
ILS and Acquisitions Coordinator	2645	01-014	5659	5949	6252	6563	6888		
Librarian I	2624	01-018	6888	7230	7589	7972	8376		
Librarian II	2627	01-020	7527	7904	8287	8696	9064		
Librarian II - Cataloging	2648	01-020	7527	7904	8287	8696	9064		
Library Branch Manager/Librarian III	6403	06-012	8271	-	9297	-	10753		
Library Director	6404	06-019	13256	-	14909	-	17269		
Library Fundraising & Marketing Coordinator	6408	06-010	7241	-	8142	-	9420		
Library Office Specialist	2720	01-012	5136	5393	5659	5949	6252		
Library PC Technician	2762	01-016	6252	6563	6888	7230	7589		
Library Specialist	6406	06-010	7241	-	8142	-	9420		
Library Technical Services Manager/Librarian III	6407	06-012	8271	-	9297	-	10753		
Library Technician II	2636	01-008	4229	4438	4664	4897	5136		
Library Technician III	2639	01-010	4664	4897	5136	5393	5659		
Library Technician IV	2642	01-012	5136	5393	5659	5949	6252		
Northwest Room Assistant	2618	01-008	4229	4438	4664	4897	5136		
Youth Services Assistant	2621	01-008	4229	4438	4664	4897	5136		
Youth Services Manager/Lib III	6402	06-012	8271	-	9297	-	10753		
L. MUNICIPAL COURT									
Assistant Municipal Court Administrator	6451	06-011	7735	-	8689	-	10059		
Detention Monitoring Assistant*	6455	06-107	5679	-	6377	-	7382		
Judicial Assistant	2811	01-012	5136	5393	5659	5949	6252		
Municipal Court Administrator	6452	06-015	10205	-	11467	-	13273		
Municipal Court Security Officer*	6453	06-103	4586	-	5148	-	5963		
Probation Counselor	6454	06-010	7241	-	8142	-	9420		
M. PARKS AND COMMUNITY SERVICES									
Animal Care and Customer Service Assistant	1535	01-008	4229	4438	4664	4897	5136		
Animal Control Officer	1510	01-014	5659	5949	6252	6563	6888		
Animal Services Manager	6201	06-012	8271	-	9297	-	10753		
Animal Shelter Attendant	1530	01-007	4021	4229	4438	4664	4897		
Animal Shelter Volunteer & Foster Supervisor	1515	01-017	6563	6888	7230	7589	7972		
Arborist	3000	01-015	5949	6252	6563	6888	7230		
Assistant Animal Services Manager	6754	06-010	7241	-	8142	-	9420		
Assistant Parks & Recreation Director	6502	06-017	12041	-	13540	-	15683		
Athletic Program Supervisor	3038	01-017	6563	6888	7230	7589	7972		
Cultural Arts Manager	6014	06-014	9504	-	10679	-	12358		
Fundraising Coordinator	6757	06-010	7241	-	8142	-	9420		
Golf and Athletic Supervisor	3037	01-020	7527	7904	8287	8696	9064		
Golf and Grounds Equipment Technician	3025	01-015	5949	6252	6563	6888	7230		
Golf and Park Program Manager	6511	06-012	8271	-	9297	-	10753		
Golf Course Supervisor	3035	01-017	6563	6888	7230	7589	7972		
Groundskeeper/Maintenance Technician II	3020	01-015	5949	6252	6563	6888	7230		
Horticulturist	3040	01-017	6563	6888	7230	7589	7972		
Landscaper	3050	01-015	5949	6252	6563	6888	7230		
Maintenance Technician	3026	01-012	5136	5393	5659	5949	6252		
Park Ranger I	3080	01-012	5136	5393	5659	5949	6252		
Park Ranger Supervisor	3095	01-017	6563	6888	7230	7589	7972		
Parks & Grounds Maintenance Supervisor	3105	01-020	7527	7904	8287	8696	9064		
Parks & Recreation Director	6504	06-019	13256	-	14909	-	17269		
Parks and Facilities Program Coordinator	6507	06-010	7241	-	8142	-	9420		
Parks Business Program Manager	6510	06-012	8271	-	9297	-	10753		
Parks Planning and Capital Development Manager	6512	06-013	8860	-	9957	-	11519		
Recreation Leader	3160	01-009	4438	4664	4897	5136	5393		
Recreation Supervisor	3190	01-017	6563	6888	7230	7589	7972		
Resource Conservation Program Manager	6509	06-012	8271	-	9297	-	10753		
Senior Center Coordinator	1700	01-017	6563	6888	7230	7589	7972		
Senior Center Manager	6753	06-011	7735	-	8689	-	10059		

Category 2: Sensitive Information.

Classification Title	Occup. Code	Range No.	<u>MIN</u> Step A	Step B	Step C	Step D	Step E	Step F	<u>MAX</u> Step G
Shelter Operations Coordinator	6755	06-009	6801	-	7642	-	8841		
Structural Maintenance Supervisor	3100	01-020	7527	7904	8287	8696	9064		
Urban Forester	3210	01-017	6563	6888	7230	7589	7972		
Veterinarian	6750	06-011	7735	-	8689	-	10059		
Veterinary Clinic Coordinator	6756	06-007	6017	-	6760	-	7823		
Veterinary Manager	6758	06-015	10205	-	11467	-	13273		
Veterinary Technician	1525	01-009	4438	4664	4897	5136	5393		
<u>N. POLICE</u>									
Deputy Police Chief	6601	06-021	14184	-	16188	-	18472		
Forensic Imaging Analyst	6611	06-009	6801	-	7642	-	8841		
Parking Enforcement Officer	3420	01-011	4897	5136	5393	5659	5949		
Police Captain	3430	03-014	-	15794	-	-	-		
Police Chief	6602	06-023	14987	-	16855	-	19521		
Police Crime Analyst	6610	06-009	6801	-	7642	-	8841		
Police Inspector	6604	06-017	12041	-	13540	-	15683		
Police Lieutenant	3450	03-013	-	14697	-	-	-		
Police Officer	3460	03-021	7842	8588	10278	-	-		
Police Officer (BLEA)	3475	03-021	7842	8588	10278	-	-		
Police Officer (BLEA) Recruit	3465	03-021	7842	8588	10278	-	-		
Police Officer Entry-Level	3470	03-021	7842	8588	10278	-	-		
Police Property Room Manager	6609	06-011	7735	-	8689	-	10059		
Police Property Room Specialist	3531	01-013	5393	5659	5949	6252	6563		
Police Public Disclosure Manager	6608	06-011	7735	-	8689	-	10059		
Police Public Disclosure Specialist	3525	01-013	5393	5659	5949	6252	6563		
Police Records Unit Shift Supervisor	3505	01-015	5949	6252	6563	6888	7230		
Police Sergeant	3510	03-012	12853	-	-	-	-		
Police Services Program Manager	6606	06-012	8271	-	9297	-	10753		
Police Specialist	3520	01-012	5136	5393	5659	5949	6252		
Records Information Specialist	3530	01-012	5136	5393	5659	5949	6252		
Records Unit Manager	6607	06-011	7735	-	8689	-	10059		
Wellness Coordinator - Police	6613	06-010	7241	-	8142	-	9420		
<u>O. PUBLIC WORKS/ENGINEERING/PUBLIC SERVICES</u>									
Building Inspector	4150	05-023	9080	9443	9823	-	-		
Building Inspector II	4152	05-024	10315	-	-	-	-		
Building Official	6701	06-016	10978	-	12338	-	14277		
Chief Inspector	4170	05-025	11346	-	-	-	-		
City Engineer/Assistant Public Works Director	6702	06-018	12444	-	13992	-	16207		
City Traffic Engineer	6703	06-015	10205	-	11467	-	13273		
Civil Design Technician	4215	01-019	7230	7589	7972	8376	8791		
Code Compliance Supervisor	6612	06-011	7735	-	8689	-	10059		
Code Enforcement Officer	6102	06-009	6801	-	7642	-	8841		
Computer Aided Design (CAD) Manager	6709	06-011	7735	-	8689	-	10059		
Construction Inspector	4210	01-019	7230	7589	7972	8376	8791		
Development Technician	4220	01-019	7230	7589	7972	8376	8791		
Electrical Inspector	4230	05-023	9080	9443	9823	-	-		
Electrical Inspector II	4232	05-024	10315	-	-	-	-		
Capital Program Funding Manager	6708	06-015	10205	-	11467	-	13273		
Permit Services Manager	6706	06-015	10205	-	11467	-	13273		
Permit Support Assistant	4325	01-010	4664	4897	5136	5393	5659		
Permit Technician	4320	01-014	5659	5949	6252	6563	6888		
Permit Technician Supervisor	4315	01-019	7230	7589	7972	8376	8791		
Plumbing/Mechanical Inspector	4340	05-023	9080	9443	9823	-	-		
Plumbing/Mechanical Inspector II	4342	05-024	10315	-	-	-	-		
Public Works Plan Review Supervisor (NPE)	6713	06-013	8860	-	9957	-	11519		
Public Works Plan Review Supervisor (PE)	6714	06-014	9504	-	10679	-	12358		
Senior Signal Technician	4410	01-020	7527	7904	8287	8696	9064		
Traffic Electronic Technician	4420	01-019	7230	7589	7972	8376	8791		
Traffic Electronic Technician Trainee	4425	01-017	6563	6888	7230	7589	7972		
Traffic Operations Supervisor	4441	01-021	7904	8287	8696	9064	9518		
Traffic Signal Electrician	4430	01-019	7230	7589	7972	8376	8791		
Traffic Signal Technician	4435	01-018	6888	7230	7589	7972	8376		
Traffic Technician	4440	01-019	7230	7589	7972	8376	8791		
<u>P. PUBLIC WORKS/UTILITIES</u>									
Assistant Construction Manager	6674	06-013	8860	-	9957	-	11519		

Category 2: Sensitive Information

Classification Title	Occup. Code	Range No.	<u>MIN</u> Step A	Step B	Step C	Step D	Step E	Step F	<u>MAX</u> Step G
Assistant Inventory Control/Dispatch Technician	3600	01-014	5659	5949	6252	6563	6888		
Cement Finisher	3610	01-015	5949	6252	6563	6888	7230		
Construction Manager	6664	06-014	9504	-	10679	-	12358		
Encampment Response Supervisor	4090	01-018	6888	7230	7589	7972	8376		
Engineering Superintendent	6665	06-016	10978	-	12338	-	14277		
Environmental Permit Coordinator	4385	01-020	7527	7904	8287	8696	9064		
Environmental Technician	4395	01-016	6252	6563	6888	7230	7589		
Equipment Operator	3700	01-014	5659	5949	6252	6563	6888		
Heavy Equipment Operator	3720	01-015	5949	6252	6563	6888	7230		
Industrial Waste Inspector	3730	01-019	7230	7589	7972	8376	8791		
Inventory Control Technician	3740	01-017	6563	6888	7230	7589	7972		
Lead Utility Serviceworker	3750	01-017	6563	6888	7230	7589	7972		
Maintenance Superintendent	6662	06-016	10978	-	12338	-	14277		
Maintenance Superintendent/Assistant Public Works Director	6679	06-018	12444	-	13992	-	16207		
Maintenance/Operations Supervisor	6663	06-013	8860	-	9957	-	11519		
Operations Maintenance Manager	6678	06-015	10205	-	11467	-	13273		
Operations Superintendent	6654	06-016	10978	-	12338	-	14277		
Operations Superintendent/Assistant Public Works Director	6666	06-018	12444	-	13992	-	16207		
Plant/Pump Maintenance Mechanic ¹	3820	01-016	6252	6563	6888	7230	7589		
Pretreatment Manager	6655	06-012	8271	-	9297	-	10753		
Public Information/Education Specialist	3809	01-016	6252	6563	6888	7230	7589		
Public Works Budget Manager	6680	06-014	9504	-	10679	-	12358		
Public Works Director	6667	06-021	14184	-	16188	-	18472		
Public Works Finance & Support Services Manager	6658	06-016	10978	-	12338	-	14277		
Public Works Information & Education Officer	6656	06-012	8271	-	9297	-	10753		
Public Works Project Manager	6677	06-012	8271	-	9297	-	10753		
Public Works Supervisor - Sewer/Drainage/Utilities	4082	01-019	7230	7589	7972	8376	8791		
Public Works Supervisor - Streets	4085	01-019	7230	7589	7972	8376	8791		
Public Works Supervisor - TSG/Utilities	4084	01-019	7230	7589	7972	8376	8791		
Public Works Supervisor - Water/Utilities	4083	01-019	7230	7589	7972	8376	8791		
Records Systems Specialist	4400	01-014	5659	5949	6252	6563	6888		
SCADA/Telemetry Technician I	3875	01-019	7230	7589	7972	8376	8791		
SCADA/Telemetry Technician II	3876	01-020	7527	7904	8287	8696	9064		
SCADA/Telemetry Technician Lead	3877	01-021	7904	8287	8696	9064	9518		
Senior Environmental Specialist	6668	06-014	9504	-	10679	-	12358		
Senior Public Information/Education Specialist	3808	01-017	6563	6888	7230	7589	7972		
Senior Records Systems Specialist	4398	01-016	6252	6563	6888	7230	7589		
Senior Wastewater Treatment Plant Operator	6670	06-012	8271	-	9297	-	10753		
Senior Water Treatment Plant Operator	6657	06-012	8271	-	9297	-	10753		
Source Control Inspector	3725	01-019	7230	7589	7972	8376	8791		
Surface Water Inspector	3735	01-019	7230	7589	7972	8376	8791		
Surface Water Manager	6675	06-015	10205	-	11467	-	13273		
Treatment Plant Operator-in-Training	4070	01-012	5136	5393	5659	5949	6252		
Utilities Electrician & Electrical Safe Worker Program Admin	3885	01-021	7904	8287	8696	9064	9518		
Utilities GIS Program Manager	6659	06-011	7735	-	8689	-	10059		
Utilities Maintenance Technician I	3878	01-018	6888	7230	7589	7972	8376		
Utilities Maintenance Technician II	3879	01-019	7230	7589	7972	8376	8791		
Utilities Maintenance Technician III	3880	01-020	7527	7904	8287	8696	9064		
Utilities Records Manager	6660	06-010	7241	-	8142	-	9420		
Utility Laborer	3900	01-010	4664	4897	5136	5393	5659		
Utility Mapping Supervisor	3890	01-019	7230	7589	7972	8376	8791		
Utility Service Worker	3920	01-015	5949	6252	6563	6888	7230		
Utility Services Supervisor	6661	06-012	8271	-	9297	-	10753		
Wastewater Plant Manager	6651	06-015	10205	-	11467	-	13273		
Water Plant Manager	6669	06-015	10205	-	11467	-	13273		
Water Pollution Control Operator I	3940	01-017	6563	6888	7230	7589	7972		
Water Pollution Control Operator II	3950	01-019	7230	7589	7972	8376	8791		
Water Pollution Control Operator III	3960	01-021	7904	8287	8696	9064	9518		
Water Pollution Control Operator IV	3965	01-020	7527	7904	8287	8696	9064		
Water Quality Analyst	3980	01-019	7230	7589	7972	8376	8791		
Water Quality Control Operator	3990	01-017	6563	6888	7230	7589	7972		
Water/Wastewater Quality Process Analyst	6671	06-012	8271	-	9297	-	10753		
Water Quality Technician	4010	01-016	6252	6563	6888	7230	7589		
Water Service Technician ¹	4020	01-016	6252	6563	6888	7230	7589		
Water Treatment Plant Operator I	4040	01-017	6563	6888	7230	7589	7972		
Water Treatment Plant Operator II	4050	01-019	7230	7589	7972	8376	8791		
Water Treatment Plant Operator III	4060	01-021	7904	8287	8696	9064	9518		

Category 2: Sensitive Information.

Classification Title	Occup. Code	Range No.	<u>MIN</u> Step A	Step B	Step C	Step D	Step E	Step F	<u>MAX</u> Step G
Water Treatment Plant Operator IV	4065	01-020	7527	7904	8287	8696	9064		
Welder	4080	01-018	6888	7230	7589	7972	8376		
Q. TRANSIT									
Bus Maintenance Person	4500	02-014	28.19	29.45	30.75	32.12	33.57		
Bus Operator	4510	02-110	30.07	32.14	34.21	36.29	38.44		
Bus Operator ⁴	4510	02-010	-	-	-	-	38.44		
Bus Operator Trainee	4520	02-011	28.15	-	-	-	-		
Communications Technician	3640	01-019	7230	7589	7972	8376	8791		
Director of Everett Transit	6807	06-019	13256	-	14909	-	17269		
Equipment Serviceworker	3710	01-014	5659	5949	6252	6563	6888		
Everett Station Building Manager	6814	06-011	7735	-	8689	-	10059		
Fleet Maintenance Supervisor	3685	01-021	7904	8287	8696	9064	9518		
Fleet Program Manager	6813	06-011	7735	-	8689	-	10059		
Fleet Service Technician	3690	01-019	7230	7589	7972	8376	8791		
Fleet Support Specialist	4549	01-016	6252	6563	6888	7230	7589		
Paratransit Operator	4530	02-113	27.06	28.93	30.79	32.66	34.60	36.52	38.44
Paratransit Operator ³	4530	02-013	-	-	-	-	38.44		
Paratransit Operator Trainee	4540	02-009	25.34	-	-	-	-		
Paratransit Schedule Technician	4545	01-010	4664	4897	5136	5393	5659		
Transit Inspector	4550	02-012	44.21	45.36	47.63	-	-		
Transit Operations Manager	6805	06-015	10205	-	11467	-	13273		
Transit Operations Supervisor	6804	06-011	7735	-	8689	-	10059		
Transit Training/Safety Coordinator	6812	06-010	7241	-	8142	-	9420		
Security Officer	2016	01-011	4897	5136	5393	5659	5949		
Transportation Program Manager	6808	06-011	7735	-	8689	-	10059		
Transportation Services Customer Service Technician	4590	01-010	4664	4897	5136	5393	5659		
Transportation Services Manager	6803	06-015	10205	-	11467	-	13273		
Transportation Systems Manager	6809	06-013	8860	-	9957	-	11519		
Vehicle Electronics Technician	3695	01-019	7230	7589	7972	8376	8791		
Vehicle Maintenance Manager	6810	06-015	10205	-	11467	-	13273		
Vehicle Parts Storekeeper	4547	01-011	4897	5136	5393	5659	5949		

- Section 4: To provide a method of orderly transition from old salary schedules to a new salary schedule, the following shall apply:
- A. Any employee whose base salary under a previous schedule is greater than the base salary provided in the schedule contained in this ordinance shall continue to receive the previous base pay; salaries not covered by collective bargaining will be set per the compensation ordinance.
- Section 5: Day Laborers
- A. Day laborers employed by the City will be rated by their qualifications, experience, nature of duties and background, and compensated at a minimum of no less than the current minimum wage.
 - B. The Mayor and/or his designee together with each Department Head employing day laborers shall establish the rate of pay based on the qualifications, experience, duties and background of each day laborer (other than Parks Department nine-month seasonals).
 - C. The Library Board, together with the Library Director, shall establish the rate of pay of Library Day Laborer employees based on the qualifications, experience, duties and background of each Library day laborer employee.
- Section 6:
- A. There is hereby adopted as part of this salary schedule, longevity pay for those employees who are covered under AFSCME Local 113, Everett Firefighters Local 46, Everett Police Management Association, Everett Police Officers Association, Amalgamated Transit Union Local 883 and the Snohomish County Construction Crafts, per their respective collective bargaining agreements.
 - B. Longevity pay shall not be paid to appointive employees, temporary employees or day laborers (other than Parks Department nine-month seasonals) and elected officials.
- Section 7: There is hereby adopted as part of this salary ordinance an educational incentive plan for commissioned police officers represented by the Everett Police Officers Association. Such officers, upon becoming eligible, may choose to participate in either the longevity plan or the educational incentive plan until completing 12 years of service. After 12 years of service, employees covered by this collective bargaining agreement may participate in both the longevity and the education plans as set forth in the collective bargaining agreement.
- Section 8: There is hereby adopted as part of this salary ordinance an educational incentive plan for employees represented by Everett Firefighter Local 46. Such employees, upon becoming eligible shall receive the educational incentive payment as set forth in the collective bargaining agreement.
- Section 9: Bus Operators/Paratransit Operators who are requested by their supervisors to act as Bus Operator/Paratransit Operator Trainers shall be paid 10% of their base hourly rate premium pay in addition to their regular hourly rate.
- Section 10: Employees represented by AFSCME, Local 113, and Snohomish County Construction Crafts receiving promotions will advance to the same step in the higher classification pay range or shall be assured of a minimum increase equal to one step in the employee's previous classification, whichever is less.
- Section 11: Employees represented by Everett Firefighters Local 46 shall have 3% added to base salary while meeting HAZMAT and Rescue Technician standards and serving as a member of either team.
- Section 12: Upon demotion, an employee shall be paid either at the step in the lower pay range which is the amount equal to the amount s/he had been at in the higher classification or at the highest step of the lower classification if all of the steps in the lower range are below the step the employee has been at in the higher classification.
- Section 13: All employees, except Circulation Assistant I/Shelver and those who are members of the Amalgamated Transit Union, Local 883, who are paid on an hourly basis as hereinafter or herein set forth shall be considered day laborers as defined by the City Charter governing civil service.
- Section 14: The addition of new classification(s) within salary ranges may be made by Council resolution during the life of this ordinance.
- Section 15: Any and all ordinances in conflict herewith of the City of Everett and all amendments thereto be and the same, are hereby repealed.
- Section 16: The effective date of this ordinance shall be January 1, 2024.

Footnotes:

- 1 Plant/Pump Maintenance Mechanic and Water Service Technician: Positions assigned to cross-connection responsibilities and possessing a state certification = 5% above salary
- 2 Fire Captain - 3% added to base salary while assigned as Station Captain
- 3 Firefighter/Paramedic classification - 3% added to base salary while assigned as Lead Paramedic

- 4 Transit Operators hired in the classification prior to 1/1/99

*Non-exempt in accordance with Fair Labor Standards Act

Cassie Franklin, Mayor

Marista Jorve, City Clerk

Date Passed:

Date Valid:

Date Published:

Effective Date:

An Ordinance Amending Ordinance No. 3839-21 Entitled a Special Improvement Project "Later Phase Eclipse Mill Park Project and Riverfront Trail Improvement Project", Fund 354, Program 073, to Accumulate Design and Construction Support Services for the amount of \$1,113,752

Project title:**Council Bill #**

CB 2311-61

Agenda dates requested:

11/29, 12/6, 12/13

Briefing

Proposed action 11/29/23

Proposed action 12/06/23

Consent

Action 12/13/23

Public hearingYes ☒ No ☐**Budget amendment:**Yes ☐ No ☒**PowerPoint presentation:**Yes ☐ No ☒**Attachments:**

Ordinance Amendment

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: Later Phase Eclipse Mill Park and Riverfront Trail Improvements Project**Partner/Supplier:** KPFF Consulting Engineers**Location:** Riverfront Development Area**Preceding action:** [Funding Ordinance 3839-21](#)**Fund:** Fund 354, Program 073, (CIP-4)**Fiscal summary statement:**

On December 8, 2021, City Council adopted an ordinance to fund the design of the Eclipse Mill Park and Riverfront Trail Project in the amount \$600,000. The amending ordinance will provide the funding necessary to complete design and construction support services for the project. The source of funds for the project is LIFT grant revenue that is accounted for in Capital Improvement Program 4 (CIP-4). The funding needed for the additional design and construction support services of the project is \$513,752, for a total of \$1,113,752.

Project summary statement:

The City's current agreement with the Riverfront Developer, Shelter Holding, to construct the Later Phase of the Eclipse Mill Park Project and the Riverfront Trail Project.

The work at Eclipse Mill Park includes stabilization of the Snohomish riverbank, waterside amenities including a river overlook deck, gangway and personal watercraft floating boarding dock, debris deflector, and access trail in the lowland park area.

The new Riverfront Trail Improvement work will include relocating a portion of the existing trail that is being washed out by the Snohomish River and repairs to the trail due to tree root issues. It will include a wetland boardwalk with interpretive amenities and trail connecting existing sections.

This revised amendment includes additional design services to 100% design including plans, specifications and estimate for the purpose of publicly bidding the project. Additional services are: bid support, engineering consulting and construction site management.

Upon completion staff will return and amend the Ordinance to capture all project construction costs.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending Ordinance No. 3839-21 entitled a Special Improvement Project "Later Phase Eclipse Mill Park Project and Riverfront Trail Improvements Project", Fund 354, Program 073, to accumulate design and construction support services for the amount of \$1,113,752.



ORDINANCE NO. _____

An Ordinance Amending Ordinance No. 3839-21 Entitled a Special Improvement Project "Later Phase Eclipse Mill Park Project and Riverfront Trail Improvement Project", Fund 354, Program 073, to accumulate design and construction support services for the project.

WHEREAS,

- A. The City of Everett is committed to a planned parks capital improvement program as part of the City of Everett Parks & Recreation Comprehensive Plan.
- B. The City of Everett is committed to the construction of the Later Phase Eclipse Mill Park Project in advance of the Eclipse Mill Park by Shelter Holdings.
- C. The Later Phase Eclipse Mill Park Project shall include stabilization of the Snohomish riverbank, river overlook, gangway and personal watercraft floating boarding dock, debris deflector and access trail in the lowland park area.
- D. The City of Everett also recognizes the need for trail improvements to the Riverfront Trail located within the Riverfront Revenue Development Area (RDA). To include riverbank restoration and a trail and boardwalk system connecting two existing trail sections.
- E. Additional funding is required to complete design and construction support services.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 4 of ordinance No. 3839-21 which reads as follows:

The sum of \$600,000 is hereby appropriated to Fund 354, Program 073, "Later Phase Eclipse Mill Project and Riverfront Trail Improvement Project" as follows:

F. Estimated Project Costs	
Design	\$ 600,000
Total Estimated Costs	\$ 600,000

G. Source of Funds	
Fund 354 - CIP-4	\$ 600,000

- H. The appropriation shall not lapse but shall be carried forward form year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of reappropriation.

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

The sum of the increased amount \$513,752.00 is hereby appropriated to fund 354, Program 073 “Later Phase Eclipse Mill Park Project and Riverfront Trail Improvement”.

A. Use of Funds

Design	\$ 600,000.00
Additional Design Services (100% PS&E, Bid Documentation)	\$ 195,850.00
Bid Services Support and Construction Support Services	<u>\$ 317,902.00</u>
Total Costs	\$1,113,752.00

B. Source of Funds

Fund 354 - CIP-4	\$1,113,752.00
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- 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 reappropriation.

Section 2. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 3. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 4. 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 5. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.



Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance Creating a Special Improvement Project Entitled “Loganberry Trails Improvements”, Fund 354, Program 091, to Accumulate all Costs for the Project

Council Bill #

CB 2311-62

Agenda dates requested:

11/29/23, 12/6/23, 12/13/23

Briefing

Proposed action 11/29/23

Proposed action 12/06/23

Consent

Action 12/13/23

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Funding Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: Loganberry Trails Improvements**Partner/Supplier:** N/A**Location:** 9200 18th Ave W & 8811 Airport Rd**Preceding action:** None**Fund:** Fund 354 – Program 091 (CIP-3)**Fiscal summary statement:**

The proposed Funding Ordinance will provide funding for design and construction costs of the Loganberry Trails Improvement project. The source of funds for this project is Fund 354, Program 091 (CIP-3). All related costs are estimated at a not to exceed amount of \$150,000.

Project summary statement:

The City of Everett will improve an informal trail network located in the natural area between Loganberry Lane Off Leash Dog Area and Kasch Park. Excessive social trail-making in the area has degraded understory vegetation in wetlands and critical areas buffers. Environmental science consultant services will be contracted to conduct wetland assessments and create mitigation plans in compliance with City of Everett’s Critical Areas ordinance.

Trails will be enhanced for better accessibility, drainage, and protection of the natural environment. Some social trails will be removed and restored with native plantings. A new section of trail will be created to improve access to Kasch Park, enhancing walking connections between the Holly Neighborhood and existing park amenities. The project will also include installation of signage for wayfinding and environmental education.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a special improvement project entitled “Loganberry Trail Improvements”, Fund 354, Program 091 to accumulate all costs for the project.



ORDINANCE NO. _____

An Ordinance creating a special improvement project entitled “Loganberry Trails Improvements”, Fund 354, Program 091, to accumulate all costs for the project.

WHEREAS,

- A.** The City Council recognizes the need to maintain and improve City Park amenities.
- B.** The City Council recognizes the value and need to provide Everett residents and visitors with open recreation spaces.
- C.** The City recognizes that the park amenities require replacement and renovation.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled “Loganberry Trail Improvements”, Fund 354, Program 091.

Section 2. Authorization is hereby granted to the Parks and Facilities Department 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 for design and construction is \$150,000.

Section 4. The sum of \$150,000 is hereby appropriated to Fund 354, Program 091, “Loganberry Trails Improvements” project.

A. Use of Funds		
Design and Construction Costs		<u>\$150,000</u>
Total		\$150,000
B. Source of Funds		
CIP 3		<u>\$150,000</u>
Total		\$150,000

- 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 reappropriation.

Section 5. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 6. The City Council hereby declares that should any section, paragraph, sentence, clause, or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 7. 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 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance closing a special improvement project entitled “17th Street Interceptor Upgrades” Fund 336, Program 020, as established by Ordinance No. 3806-21.

Council Bill #

CB 2311-63

Agenda dates requested:

12/6/23, 12/13/23, 12/20/23

Briefing

Proposed action ☒ X

Consent

Action ☒ XOrdinance ☒ X

Public hearing

Yes ☒ X No ☐**Budget amendment:**Yes ☒ X No ☐**PowerPoint presentation:**Yes ☒ X No ☐**Attachments:**

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

(425) 257-8942

Email:

rsass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Closing Ordinance**Project:** 17th Street Interceptor Upgrades**Partner/Supplier:****Location:** 17th Street**Preceding action:** Ordinance No. 3806-21, approved 5/26/21**Fund:** 336 - Water & Sewer System Improvements Fund**Fiscal summary statement:**

The predesign analysis was completed at a cost of \$76,006 and a balance transfer to Fund 401- Water and Sewer Utility Fund in the amount of \$473,994 for total costs of \$550,000.

Project summary statement:

Initial work included the analysis of flow control strategies to analyze and address potential impacts downstream. It was anticipated that initial modeling would require the installation of approximately 1,500 linear feet of new sewer pipe. Initial modeling and analysis of flow data demonstrated that the installation of additional pipe was not necessary at this time.

Recommendation (exact action requested of Council):

An Ordinance closing a Special Improvement Project entitled “17th Street Interceptor Upgrades” Fund 336, Program 020, as established by Ordinance No. 3806-21.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “17th Street Interceptor Upgrades” Fund 336, Program 020, as established by Ordinance No. 3806-21.

WHEREAS,

- A.** The special improvement project entitled “17th Street Interceptor Upgrades” Fund 336, Program 020, was established to provide for identified improvements.
- B.** Ordinance No. 3806-21 provided funding for a project that has since been abandoned.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “17th Street Interceptor Upgrades” Fund 336, Program 020, as established by Ordinance No. 3806-21 be closed.

Section 2. That the final expenses and revenues for the “17th Street Interceptor Upgrades” Fund 336, Program 020 are as follows:

A. Expense	
Predesign Analysis	\$ 76,006
Remaining Balance Transfer to Fund 401	<u>473,994</u>
Total Expenses	\$550,000

B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	<u>\$550,000</u>
Total Funds	\$550,000

Section 3. There are no financial transactions remaining.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it

would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance closing a special improvement project entitled “Grand Avenue Utilities Replacement” Fund 336, Program 014, as established by Ordinance No. 3762-20.

Council Bill #

CB 2311-65

Agenda dates requested:

12/6/23, 12/13/23, 12/20/23

Briefing

Proposed action ☒ X

Consent

Action ☒ XOrdinance ☒ X

Public hearing

☐ Yes ☒ X ☐ No**Budget amendment:**☐ Yes ☒ X ☐ No**PowerPoint presentation:**☐ Yes ☒ X ☐ No**Attachments:**

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

425-257-8942

Email:

rsass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Closing Ordinance**Project:** Grand Avenue Utilities Replacement**Partner/Supplier:****Location:** Grand Avenue between 19th Street and Hewitt Avenue**Preceding action:** Ordinance No. 3762-20, approved 6/24/20**Fund:** 336 – Water & Sewer System Improvements Fund**Fiscal summary statement:**

This project incurred no expenses and received no revenues.

Project summary statement:

The initial purpose of this project was to replace aging combined sewer mains and make drainage modifications for future separation from sanitary sewer on Grand Avenue between Hewitt Avenue and 19th Street. To adhere to emerging regulatory and compliance requirements, this project will be incorporated into the Port Gardner Storage Facility (PGSF) and will not be completed as a standalone project.

Recommendation (exact action requested of Council):

An Ordinance closing a special improvement project entitled “Grand Avenue Utilities Replacement” Fund 336, Program 014, as established by Ordinance No. 3762-20.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Grand Avenue Utilities Replacement” Fund 336, Program 014, as established by Ordinance No. 3762-20.

WHEREAS,

- A.** The special improvement project entitled “Grand Avenue Utilities Replacement” Fund 336, Program 014, was established to provide for identified improvements.
- B.** Ordinance 3762-20 provided funding for a project that has since been abandoned.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Grand Avenue Utilities Replacement” Fund 336, Program 014, as established by Ordinance No. 3762-20 be closed.

Section 2. That the final expenses and revenues for the “Grand Avenue Utilities Replacement” Fund 336, Program 014, are as follows:

A. Expense	
Design and Construction	\$ 0
Remaining Balance Transfer to Fund 401	<u>11,200,000</u>
Total Expenses	\$11,200,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	<u>11,200,000</u>
Total Funds	\$11,200,000

Section 3. There are no financial transactions remaining.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it

would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance closing a special improvement project entitled “Lift Station #15 and Shore Avenue Forcemain” Fund 336, Program 005, as established by Ordinance No. 3725-20.

Council Bill #

CB 2311-66

Agenda dates requested:

12/6/23, 12/13/23, 12/20/23

Briefing

Proposed action ☒ X

Consent

Action ☒ XOrdinance ☒ X

Public hearing

☐ Yes ☒ X ☐ No**Budget amendment:**☐ Yes ☒ X ☐ No**PowerPoint presentation:**☐ Yes ☒ X ☐ No**Attachments:**

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Closing Ordinance**Project:** Lift Station #15 and Shore Avenue Forcemain**Partner/Supplier:** Redtail, LLC**Location:** Shore Avenue**Preceding action:** Ordinance No. 3725-20, approved on 1/29/2020**Fund:** 336 - Water & Sewer System Improvements Fund**Fiscal summary statement:**

The project was completed at a cost of \$1,332,912 and a balance transfer to Fund 401 – Water and Sewer Utility Fund in the amount of \$667,088 for total costs of \$2,000,000.

Project summary statement:

This project constructed a new sewer force main for approximately 2,600 linear feet along Shore Avenue.

Recommendation (exact action requested of Council):

An Ordinance closing a special improvement project entitled “Lift Station #15 and Shore Avenue Forcemain” Fund 336, Program 005, as established by Ordinance No. 3725-20.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Lift Station #15 and Shore Avenue Forcemain” Fund 336, Program 005, as established by Ordinance 3725-20.

WHEREAS,

- A.** The special improvement project entitled “Lift Station #15 and Shore Avenue Forcemain” Fund 336, Program 005, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Lift Station #15 and Shore Avenue Forcemain” Fund 336, Program 005, as established by Ordinance No. 3725-20 be closed.

Section 2. That the final expenses and revenues for the “Lift Station #15 and Shore Avenue Forcemain” Fund 336, Program 005 are as follows:

A. Expense		
Design and Construction		\$1,332,912
Remaining Balance Transfer to Fund 401		<u>667,088</u>
Total Expenses		\$2,000,000
B. Source of Funds		
Fund 401 – Water/Sewer Utility Fund		<u>2,000,000</u>
Total Funds		\$2,000,000

Section 3. There are no financial transactions remaining.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or

phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance closing a special improvement project entitled “Maple Heights Bridge Seismic Retrofit” Fund 303, Program 113, as established by Ordinance No. 3603-18.

Council Bill #

CB 2311-67

Agenda dates requested:

12/6/23, 12/13/23, 12/20/23

Briefing

Proposed action ☒ X

Consent

Action ☒ XOrdinance ☒ X

Public hearing

Yes ☒ X No ☐**Budget amendment:**Yes ☒ X No ☐**PowerPoint presentation:**Yes ☒ X No ☐**Attachments:**

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Closing Ordinance**Project:** Maple Heights Bridge Seismic Retrofit**Partner/Supplier:** Combined Construction**Location:** Maple Heights along Mukilteo Boulevard**Preceding action:** Ordinance No. 3603-18, approved on 5/9/2018**Fund:** 303 – Public Works Improvements**Fiscal summary statement:**

The project was completed at a cost of \$951,307 and a balance transfer to Fund 119 – Street Improvements Fund in the amount of \$114,964 for total costs of \$1,066,271.

Project summary statement:

This project provided seismic upgrades to the bridge at Maple Heights along Mukilteo Boulevard. Upgrades included transverse stop blocks and longitudinal seat extensions at abutments, steel pier column jacketing and grading and slope protection of abutment slopes.

Recommendation (exact action requested of Council):

An Ordinance closing a Special Improvement Project entitled “Maple Heights Bridge Seismic Retrofit” Fund 303, Program 113, as established by Ordinance No. 3603-18.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Maple Heights Bridge Seismic Retrofit” Fund 303, Program 113, as established by Ordinance No. 3603-18.

WHEREAS,

- A.** The special improvement project entitled “Maple Heights Bridge Seismic Retrofit” Fund 303, Program 113, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Maple Heights Bridge Seismic Retrofit” Fund 303, Program 113, as established by Ordinance No. 3603-18 be closed.

Section 2. That the final expenses and revenues for the “Maple Heights Bridge Seismic Retrofit” Fund 303, Program 113 are as follows:

A. Expense

Design and Construction	\$ 951,307
Remaining Balance Transfer to Fund 119	<u>114,964</u>
Total Expenses	\$1,066,271

B. Source of Funds

Bridge Program – Federal Funds	\$ 810,481
Fund 119 – Street Improvements	<u>255,790</u>
Total Funds	\$1,066,271

Section 3. There are no financial transactions remaining.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance closing a special improvement project entitled “Reservoir No. 2 Replacement” Fund 336, Program 017, as established by Ordinance No. 3792-20.

Council Bill #

CB 2311-68

Agenda dates requested:

12/6/23, 12/13/23, 12/20/23

Briefing

Proposed action ☒ X

Consent

Action ☒ XOrdinance ☒ X

Public hearing

Yes ☒ X No**Budget amendment:**Yes ☒ X No**PowerPoint presentation:**Yes ☒ X No**Attachments:**

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

425-257-8942

Email:

rsass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Closing Ordinance**Project:** Reservoir No. 2 Replacement**Partner/Supplier:** Walsh Construction II, LLC**Location:** 702 Edwards Avenue**Preceding action:** Ordinance No. 3792-20, approved 12/30/2020**Fund:** 336 – Water & Sewer System Improvements Fund**Fiscal summary statement:**

The project was completed with design and construction costs of \$23,708,831.

This Ordinance authorizes an additional \$1,608,831 from Fund 401 – Water and Sewer Utility Fund.

Project summary statement:

This project replaced the aging infrastructure at Reservoir No. 2. The existing 107-year-old structure was replaced with a new storage reservoir to address the risk of catastrophic failure of the western and southern embankments which were in poor condition.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled “Reservoir No. 2 Replacement” Fund 336, Program 017, as established by Ordinance No. 3792-20.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Reservoir No. 2 Replacement” Fund 336, Program 017, as established by Ordinance No. 3792-20.

WHEREAS,

- A.** The special improvement project entitled “Reservoir No. 2 Replacement” Fund 336, Program 017, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the special improvement project entitled “Reservoir No. 2 Replacement” Fund 336, Program 017, as established by Ordinance No. 3792-20 be closed.

Section 2. That the final expenses and revenues for the “Reservoir No. 2 Replacement” Fund 336, Program 017 are as follows:

A. Expense	
Design and Construction	<u>23,708,831</u>
Total Expenses	\$23,708,831

B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	<u>23,708,831</u>
Total Funds	\$23,708,831

Section 3. There are no financial transactions remaining.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or

phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance closing a special improvement project entitled “SEI to SRI Intertie and SRO8 Rehabilitation” Fund 336, Program 010, as established by Ordinance No. 3735-20.

Council Bill #

CB 2311-69

Agenda dates requested:

12/6/23, 12/13/23, 12/20/23

Briefing

Proposed action ☒ X

Consent

Action ☒ XOrdinance ☒ X

Public hearing

☐ Yes ☒ X ☐ No**Budget amendment:**☐ Yes ☒ X ☐ No**PowerPoint presentation:**☐ Yes ☒ X ☐ No**Attachments:**

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Closing Ordinance**Project:** SEI to SRI Intertie and SRO8 Rehabilitation**Partner/Supplier:** Allied Construction**Location:** 36th Street at Eclipse Mill Road**Preceding action:** Ordinance No. 3735-20, approved 3/11/2020**Fund:** 336 – Water & Sewer System Improvements Fund**Fiscal summary statement:**

The project was completed at a cost of \$1,200,308 and a balance transfer to Fund 401 – Water and Sewer Utility Fund in the amount of \$299,692 for total costs of \$1,500,000.

Project summary statement:

This project constructed a pipe connection between the South End Interceptor (SEI) and Snohomish River CSO Interceptor (SRI) providing capability to reroute flow and isolate portions of the existing SEI system, improving maintenance, repair and inspection capability.

This project also constructed rehabilitation improvements to the existing Snohomish River Outfall (SRO) 8 outfall pipe. The pipe was 105 years old and recent inspections confirmed that the pipe had serious defects and significant deterioration.

Recommendation (exact action requested of Council):

An Ordinance closing a Special Improvement Project entitled “SEI to SRI Intertie and SRO8 Rehabilitation” Fund 336, Program 010, as established by Ordinance No. 3735-20.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “SEI to SRI Intertie and SRO8 Rehabilitation” Fund 336, Program 010, as established by Ordinance No. 3735-20.

WHEREAS,

- A.** The special improvement project entitled “SEI to SRI Intertie and SRO8 Rehabilitation” Fund 336, Program 010, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the special improvement project entitled “SEI to SRI Intertie and SRO8 Rehabilitation” Fund 336, Program 010, as established by Ordinance No. 3735-20 be closed.

Section 2. That the final expenses and revenues for the “SEI to SRI Intertie and SRO8 Rehabilitation” Fund 336, Program 010 are as follows:

A. Expense	
Design and Construction	\$1,200,308
Remaining Balance Transfer to Fund 401	<u>299,692</u>
Total Expenses	\$1,500,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	<u>1,500,000</u>
Total Funds	\$1,500,000

Section 3. There are no financial transactions remaining.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance closing a special improvement project entitled “Water Main Replacement “W”” Fund 336, Program 023, as established by Ordinance No. 3813-21.

Council Bill #

CB 2311-71

Agenda dates requested:

12/6/23, 12/13/23, 12/20/23

Briefing

Proposed action ☒ X

Consent

Action ☒ XOrdinance ☒ X

Public hearing

Yes ☐ No ☒ X**Budget amendment:**Yes ☐ No ☒ X**PowerPoint presentation:**Yes ☐ No ☒ X**Attachments:**

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Closing Ordinance**Project:** Water Main Replacement “W”**Partner/Supplier:** Quilceda Excavation, Inc**Location:** Wilmington from Evergreen Way to 52nd St and Hoyt from 44th to 41st**Preceding action:** Ordinance No. 3813-21, approved on 7/14/21**Fund:** 336-Water & Sewer System Improvements Fund**Fiscal summary statement:**

The project was completed at a cost of \$1,863,974 and a balance transfer to Fund 401 – Water and Sewer Utility Fund in the amount of \$136,026 for total costs of \$2,000,000.

Project summary statement:

This project replaced aging segments of cast iron pipe that were prone to main breaks.

The location of the project was Wilmington Avenue from Evergreen Way to 52nd Street and Hoyt Avenue from 44th Street to 41st Street.

Recommendation (exact action requested of Council):

An Ordinance closing a Special Improvement Project entitled “Water Main Replacement “W”” Fund 336, Program 023, as established by Ordinance No. 3813-21.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Water Main “W” Replacement” Fund 336, Program 023, as established by Ordinance No. 3813-21.

WHEREAS,

- A.** The special improvement project entitled “Water Main “W” Replacement” Fund 336, Program 023, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Water Main “W” Replacement” Fund 336, Program 023, as established by Ordinance No. 3813-21 be closed.

Section 2. That the final expenses and revenues for the “Water Main “W” Replacement” Fund 336, Program 023 are as follows:

A. Expense		
Design and Construction		\$1,863,974
Remaining Balance Transfer to Fund 401		<u>136,026</u>
Total Expenses		\$2,000,000
B. Source of Funds		
Fund 401 – Water/Sewer Utility Fund		<u>2,000,000</u>
Total Funds		\$2,000,000

Section 3. There are no financial transactions remaining.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or

phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance prohibiting city council members from holding other elected offices.

Council Bill # interoffice use
CB 2311-73

Agenda dates requested:
12/6/23; 12/13/23; 12/20/23

Briefing	12/6/23
Proposed action	12/13/23
Consent	
Action	12/20/23
Ordinance	X
Public hearing	
Yes	X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:

Department(s) involved:
Legal

Contact person:

Phone number:

Email:

Initialed by:

DH

Department head

Administration

Council President

Project: An ordinance prohibiting city council members from holding other elected offices.

Partner/Supplier: NA

Location: NA

Preceding action: November 29, 2023, motion by Council President Stonecipher and seconded by Councilmember Zarlingo to work with City Legal staff to research and prepare this proposal.

Fund: NA

Fiscal summary statement: None

Project summary statement:

Council President Stonecipher and Councilmember Zarlingo are bringing forward this ordinance to consider future restrictions on City of Everett elected officials holding multiple elected offices.

Recommendation (exact action requested of Council):

Adopt an Ordinance prohibiting city council members from holding other elected offices.



ORDINANCE NO. _____

An Ordinance Prohibiting City Council Members from Holding Other Elected Offices

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Prohibition

A. Members of the City Council and the Mayor are prohibited from holding another elected public office during their term of office except this prohibition does not apply to the elected office of political party precinct committee officer.

B. If a member of the City Council or Mayor is elected to another public office during the Councilmember's or Mayor's current term, the office of that Councilmember or Mayor shall immediately be deemed vacant.

C. This prohibition applies to candidates running for office in 2025 and becomes effective January 1, 2026.

Section 2. Codification.

Sections 1-6 of this Ordinance shall be codified in Chapter 2.10 EMC as a new section entitled Chapter entitled Ordinance Prohibiting City Council Members from Holding Other Elected Offices.

Section 3. Severability.

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

Section 4. 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 specially 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 5. 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 6. Corrections.

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance creating a Special Improvement Project entitled “Lift Station #15” Fund 336, Program 041.

Council Bill #

CB 2312-75

Agenda dates requested:

12/6/23, 12/13/23, 12/20/23

Briefing

Proposed action ☒ X

Consent

Action ☒ XOrdinance ☒ X

Public hearing

Yes ☒ X No**Budget amendment:**Yes ☒ X No**PowerPoint presentation:**Yes ☒ X No**Attachments:**

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance**Project:** Lift Station #15**Partner/Supplier:****Location:** Edgewater Park**Preceding action:** None**Fund:** 336 – Water and Sewer System Improvement Fund**Fiscal summary statement:**

The funding source for this project will be Fund 401 Water and Sewer Utility Fund. The programmed available funding for this project is \$3,000,000.

Project summary statement:

The southernmost segment of the Mukilteo Beach Interceptor is cast iron pipe constructed in the 1960s. It has deteriorated and is in a difficult location to repair and replace, therefore new sewer infrastructure is needed to redirect sewer flows. This project will collect flow from 413 single family homes and an upstream industrial area at a new sewer lift station, Lift Station #15 near Edgewater Park, and pump through a forcemain along Shore Avenue into a segment of the Interceptor in better condition to the northeast. Design of this project is coordinated with future projected needs identified in the 2024 Sewer Comprehensive Plan Update.

Recommendation (exact action requested of Council):

An Ordinance creating a Special Improvement Project entitled “Lift Station #15” Fund 336, Program 041.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Lift Station #15” Fund 336, Program 041, to accumulate all costs for the improvement.

WHEREAS,

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

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 041, entitled “Lift Station #15” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

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

Section 3. The sum of \$3,000,000 is hereby appropriated to Fund 336, Program 041, “Lift Station #15” as follows:

A. Estimated Project Costs	\$3,000,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$3,000,000

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

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

may be declared invalid.

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Commonstreet Consulting LLC

Council Bill # *interoffice use*

Agenda dates requested:

11/29/23

Briefing

Proposed action

Consent 11/29/2023

Action 12/6/2023

Ordinance

Public hearing

Yes X No

Budget amendment:

X Yes No

PowerPoint presentation:

Yes X No

Attachments:

Amendment

Department(s) involved:

Community Development
Legal

Contact person:

Julie Willie

Phone number:

425-257-7120

Email:

jwillie@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Waits Motel Relocation Services

Partner/Supplier: Commonstreet Consulting LLC

Location: Waits Motel

Preceding action: [Ordinance](#), 8.2.23

Fund: Fund 162 – CIP4

Fiscal summary statement:

[Original agreement dated 8.23.23](#) had a maximum compensation amount of \$45,000. This amendment will increase the total compensation to \$260,349.

Project summary statement:

The City Council adopted an ordinance on August 2, 2023, to exercise eminent domain to condemn the Waits Motel under the blight condemnation statute, RCW 35.80A. As part of the process, the City will provide relocation services to the Waits Motel's long-term residents.

The City entered into a professional services agreement with Commonstreet on August 23, 2023, to provide relocation services. The initial agreement was intended to get Commonstreet started, with significant supplementation anticipated later. This amendment is to enable Commonstreet to complete coordination of the relocation process.

Budget Amendment #3 (first and second reading 12-06-2023) will include an appropriation request for the total contract amount. A reappropriation will be requested in Budget Amendment #1 of 2024 for any unspent funds, as needed, to complete the project.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Commonstreet Consulting, LLC.



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") is effective as of the date of the Mayor's signature below, and is between the City of Everett, a Washington municipal corporation (the "***City***"), and the person identified as the Service Provider below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may be previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

Service Provider	Commonstreet Consulting, LLC
City Project Manager	Julie Willie
	jwillie@everettwa.gov
Original Agreement Date	8/23/2023

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 4/1/2024 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	\$45,000
	Compensation Added (or Subtracted) by this Amendment	\$215,349
	Maximum Compensation Amount After this Amendment	\$260,349.00

Changes to Scope of Work	Scope of Work is changed by ADDING the work in the attachment to this Amendment	Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.
Other Amendments	N/A	
Standard Amendment Provisions	Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.	
	This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature.	
	All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.	

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Service Provider have executed this Amendment.

**CITY OF EVERETT
WASHINGTON**

COMMONSTREET CONSULTING, LLC

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Casey Hodges

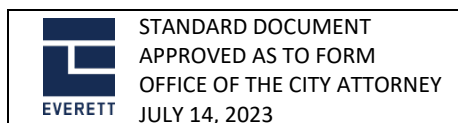
Signer's Email Address: casey@csrow.com

Title of Signer: Senior Project Manager

Date

ATTEST

Office of the City Clerk



ATTACHMENT
SUPPLEMENTAL SCOPE OF WORK
CITY OF EVERETT

**Waits Motel Community Outreach, Engagement, and Relocation Services Project
("Project")**

A. General Description of Work

Consultant will continue to support the City with coordination of community outreach and engagement, social services, property reclamation, replacement housing entitlements, moving entitlements, official notices, personal property moves, and other general relocation activities at the Waits Motel. Consultant will assist the City with needs assessments, outreach service coordination, site visits and planning, field coordination, and other general community outreach, relocation, and property management activities.

Individual tasks, some of which have already begun as of the date of this amendment, that may be needed are as follows:

Assessment & Reconnaissance

Consultant will provide support in identifying and addressing occupied and unoccupied units and other issues or impacts to the Waits Motel property.

Project Coordination

Consultant will provide additional program creation, management, advisory, and administrative support as directed by the City and agreed upon by Consultant.

Site Visits & Planning

Consultant will work with the City to establish a site visit plan.

Tracking, Reporting & Meetings

Consultant will provide the City with project tracking details to be directed by the City and agreed upon by Consultant.

Outreach

Consultant will plan and coordinate community outreach and engagement specialists, service providers, relocation experts, and property management activities.

Relocation Activities

Consultant will provide research, emergency relocation, housing recommendations, personal property moving coordination, and other relocation assistance as directed by the City and agreed upon by Consultant.

Additional Services if Requested by City

Cleaning

Consultant will evaluate, plan, schedule, coordinate, and document site cleaning activities.

Vegetation Maintenance & Management

Consultant will evaluate, plan, schedule, coordinate, and document vegetation maintenance and management activities.

Site Hardening & Access Control

Consultant will evaluate, plan, schedule, coordinate, and document site hardening & access control activities.

Monitoring & Maintenance

Consultant will evaluate, plan, schedule, coordinate, and document any monitoring & maintenance activities.

Property Restoration

Consultant will evaluate, plan, schedule, coordinate, and document any property restoration activities.

Proactive Measures

Consultant will provide the City with proactive measures to be determined by the City and agreed upon by Consultant.

B. Work Items

Professional Services
<ul style="list-style-type: none">• Project Management & Advisory• Outreach & Engagement (Needs Assessments, Reconnaissance, etc.)• Site Visits & Service Coordination• Property Accessibility & Planning• Meetings & Reporting• Documentation, Tracking, & Invoicing• Housing Research• Entitlements & Replacement Housing• Relocation & Emergency Relocation Services• Personal Property Moving Entitlements & Coordination• Preparation & Delivery of Notices• Printing, Laminating & Posting

C. Assumptions

- Consultant will draft necessary documentation.
- Consultant will provide tracking and updates on a regular basis.
- Consultant does not guarantee occupants of Waits Motel will vacate the property.
- Certain Uniform Relocation Act relocation services may require a supplemental scope of services and budget.

D. Deliverables

- Project updates to be determined by the City and agreed upon by Consultant.
- Project tracking to be determined by the City and agreed upon by Consultant.

E. Schedule

- Scope of work assumes a duration of six (6) months of community outreach and engagement, coordination, rehousing, and/or relocation and administrative support to be extended as necessary. Proposed budget assumes a four (4) month duration as the targeted timeline for completion.

F. City Requirements

- Provide ongoing direction to Consultant.

G. Consultant's Staffing and Compensations for Services

The new Maximum Compensation Amount under this agreement is **\$260,349.00**, including hourly compensation per the table below and preauthorized expenses.

TITLE	HOURLY RATE (SUPPLEMENTAL SCOPE OF WORK)
Principal / Sr. Advisor / Program Mgr.	\$306.00
Sr. Project Manager	\$283.00
Project / Property Manager	\$188.00
Sr. Agent	\$155.00
Agent	\$125.00
Sr. Project Controls Specialist / Sr. Tech	\$155.00
Project Controls Specialist / Tech	\$115.00

Job Title	Units (1 month)	Rate	Total Labor Cost (4 Months)
Principal / Sr. Advisor / Program Mgr.	34 hrs.	\$306.00	\$10,404/mo. x 4 months. = \$41,616
Sr. Project Manager	7 hrs.	\$283.00	\$1,981/mo. x 4 months. = \$7,924
Project / Property Manager	61 hrs.	\$188.00	\$11,468/mo. x 4 months. = \$45,872
Sr. Agent	21 hrs.	\$155.00	\$3,255/mo. x 4 months. = \$13,020
Agent	209 hrs.	\$125.00	\$26,125/mo. x 4 months. = \$104,500
Project Controls Specialist / Tech	29 hrs.	\$115.00	\$3,335/mo. x 4 months. = \$13,340
Other Direct Expenses (ODE) <i>Mileage</i>	33 visits	\$0.655/mile	33 x 4 mo. = 132 visits x 94mi. = 12,408 x \$0.655/mile = \$8,127
Other Direct Expenses (ODE) <i>Printing, Job Supplies, PPE, etc.</i>	1 Month	\$250.00	\$250/mo. x 4 months. = \$1,000
Subtotal for Supplemental Scope of Work (4 Months)			\$235,399
Subtotal of Prior Invoices			\$24,950.00
Grand Total			\$260,349.00

Consultant's invoices for compensation payable will be submitted to the City within thirty (30) days after the end of each calendar month.

H. Expenses

Subject to the Maximum Compensation Amount, reasonable expenses in support of the Project may be invoiced monthly and submitted with receipts or other appropriate documentation.

I. Subcontracts

Subcontractors pre-approved by the City may be used. Subcontracted services will be invoiced at cost plus five percent (+5%). Consultant shall direct the work of all subcontractors.

J. Project Change Management

In the event a change is identified that affects the tasks, timeline, or cost of the Project, Consultant shall determine any schedule and cost adjustments and submit an amendment request to the City for review.

Project title: Temporary Use Renewals

Council Bill #

CB 2312-74

Agenda dates requested:

Briefing 12/6/23

Proposed action 12/6/23

Consent

Action 12/6/23

Ordinance ☒

Public hearing Date to be determined

X Yes ☐ No

Budget amendment:

☐ Yes ☒ No

PowerPoint presentation:

X Yes ☐ No

Attachments:

Proposed Ordinance

Department(s) involved:

Planning

Contact person:

Yorik Stevens-Wajda, AICP
Planning Director

Phone number:

425-257-8725

Email:

ystevens@everettwa.gov

Initialed by:

YSW

Department head

Administration

Council President

Project: An EMERGENCY ORDINANCE Relating to Temporary Uses, ADOPTING an Interim Official Control Allowing Temporary Uses under EMC 19.05.068 to be Renewed, Declaring an Emergency, and Setting a Public Hearing Date.

Partner/Supplier: N/A

Location: Citywide

Preceding action: N/A

Fund: N/A

Fiscal summary statement: N/A

Project summary statement:

The temporary use provisions of EMC [19.05.068](#) provide important flexibility to respond to opportunities or problems by temporarily allowing, with city approval, uses that are not otherwise allowed in a given zone. However, these provisions for temporary uses are limited to 60 days without the possibility of renewal, which limits applicability in some circumstances like the current issue with contamination at Clare's Place.

In October 2023 testing ordered by Catholic Housing Services indicated that parts of the Clare's Place building were contaminated with chemical residue, which required urgent action to provide safe housing for residents while the building was remediated. Many of the residents of Clare's Place have special needs, require support, and would best be served close to the Clare's Place building.

City staff moved quick to help Catholic Housing Services address the contamination once discovered, identifying a currently unused site on adjacent city-owned property. Staff worked over few days to plan, procure, permit, site, and open 30 outdoor shelters on the identified city-owned site to provide alternate accommodations for residents while the Clare's Place building was safely remediated.

Outdoor emergency shelters are prohibited in the R-1 zone except on land owned or controlled by a religious organization. Accordingly, on October 16, 2023, the city issued a temporary use permit (REVI23-100) for placement of 30 outdoor shelters, currently set to expire on December 15, 2023.

The initial permitting and placement of the outdoor shelters was done urgently to provide safe accommodations for Clare's Place residents while the situation was evaluated and cleanup begun. In November 2023, after contractors mobilized and began work, it became clear that the initial 60-day period would not be enough time for remediation to be complete.

This ordinance will allow for temporary use permits, including REVI23-100, to be renewed. Staff anticipate that the outdoor shelters for Clare's Place remediation will need to remain in place for under 60 days while building remediation is completed.

This ordinance also clarifies that a temporary use permit is a Review Process I decision under Chapter [15.02](#) EMC. Temporary use permits were processed as Review Process I decisions prior to the Rethink Zoning process; the revisions to Chapter 15.02 EMC in that Ordinance [3774-20](#) removed mention of which review process should be used for temporary use permits without explanation.

Recommendation (exact action requested of Council):

Adopt an Emergency Ordinance relating to temporary uses, adopting an interim official control allowing temporary uses under EMC 19.05.068 to be renewed, declaring an emergency, and setting a public hearing date.

ORDINANCE NO. _____

An EMERGENCY ORDINANCE Relating to Temporary Uses, ADOPTING an Interim Official Control Allowing Temporary Uses under EMC 19.05.068 to be Renewed, Declaring an Emergency, and Setting a Public Hearing Date.

WHEREAS,

- A.** The temporary use provisions of EMC 19.05.068 provide important flexibility to respond to opportunities or problems by temporarily allowing, with city approval, uses that are not otherwise allowed in a given zone; and
- B.** The temporary use provisions of EMC 19.05.068 are limited to 60 days without the possibility of renewal, which limits applicability in some circumstances; and
- C.** In October 2023 testing ordered by Catholic Housing Services indicated that parts of the Clare's Place building were contaminated with chemical residue, which required urgent action to provide safe housing for residents while the building was remediated; and
- D.** On October 16, 2023, the city issued a temporary use permit (REVI23-100) for placement of 30 outdoor shelters on adjacent city-owned property while the Clare's Place building was remediated; and
- E.** The temporary use permit is set to expire on December 15, 2023, several weeks before building remediation is complete; and
- F.** This ordinance will allow for temporary use permit REVI23-100 to be renewed for an additional period of time, estimated about 60 days, while building remediation is completed; and
- G.** This ordinance will also clarify that a temporary use permit is a Review Process I decision under Chapter 15.02 EMC; and
- H.** City staff will brief the Planning Commission on the process and effect of this ordinance at the commission's next meeting; and
- I.** The Planning Commission is directed to evaluate and consider the provisions of this ordinance and provide a recommendation to the City Council, by [4 months from the effective date] on whether to let the amendments to the temporary use provisions expire as defined in this ordinance, make the amendments permanent, or something else; and
- J.** This ordinance is categorically exempt under WAC 197-11-800(19) and WAC 197-11-880

- K. City staff will provide notice of the emergency ordinance to the Washington State Department of Commerce by [15 days from the effective date]; and
- L. The City Council considered the factors in EMC 15.03.400 in reviewing the proposed comprehensive plan policy amendments in this ordinance; and
- M. The City Council finds that the proposed amendments to the city's development regulations (unified development code) contained in this ordinance are consistent with the Everett comprehensive plan, bears a substantial relation to public health, safety and welfare, and promotes the best long-term interests of the Everett community.
- N. The code amendments meet the applicable criteria in EMC 15.03.300(C)(4):
 - 1. The public health, safety and welfare will be provided for by these unified development code amendments; and
 - 2. The proposed amendment bears a substantial relation to public health, safety or welfare; and
 - 3. The proposed amendments promote the best long-term interest of the Everett community.
- O. RCW 36.70A.390 provides that the City Council may adopt an interim official control after holding a public hearing or scheduling a public hearing within 60 days; and
- P. Everett City Charter Section 3.4 provides for emergency ordinances to take effect immediately.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section EMC 19.05.068 is hereby amended as follows, with strikeout text deleted and underlined text added:

- A. User Guide. This section establishes a mechanism whereby the city may, on a short-term basis, permit a use to be conducted that would not otherwise be allowed in the zone in which it is located. This section is intended to permit certain inherently temporary uses, such as community festivals and fresh vegetable stands, that would not be allowed in the zone in which they are proposed, but which, if limited in time and strictly controlled, may be in the best interest of the Everett community.
- B. Process for Deciding Upon a Proposed Temporary Use. The city will use the review process as described in Chapter 15.02 EMC, Local Project Review Procedures, to review and decide upon an application for a temporary use permit.
- C. Application Information. The applicant shall provide the following information to the planning department:
 - 1. A completed application on the form provided by the planning department, along with all information requested in that form;

2. An irrevocable, signed and notarized statement granting the city permission to summarily abate the temporary use and all physical evidence of that use if it is not removed by the applicant within the period specified as part of the permit, and agreeing to reimburse the city for any expenses incurred by the city in abating the temporary use; and

3. Written permission from the owner of the property upon which the temporary use is proposed to be located authorizing the proponent to use the subject property for the stated purposes and time period.

D. Criteria for Granting a Temporary Use Permit. The city may grant a temporary use permit only if it finds that:

1. The proposed temporary use will not be materially detrimental to the public welfare, or injurious to the property or improvements in the immediate vicinity; and

2. The proposed temporary use is compatible in terms of location, access, traffic, noise, nuisance, dust control and hours of operation with existing land uses in the immediate vicinity; and

3. The proposed temporary use is not otherwise allowable in the zone in which it is proposed.

E. Dimensional Requirements and Development and Performance Standards. The city shall establish dimensional requirements and development and performance standards as part of the approval of each temporary use permit. The city will use the nature of the proposed use and character of the surrounding area as guides in establishing these requirements and standards.

F. Frequency and Duration of Temporary Use. ~~The city may not grant a temporary use permit to the same user for the same use more frequently than once in every three hundred sixty five-day period.~~ The city may only grant a temporary use permit for a specified period of time, not to exceed sixty days except as otherwise provided in this section. The temporary use permit shall specify a date by which the use shall be terminated.

G. Removal of a Temporary Use. The city shall designate, as part of the temporary use permit, a period following the expiration of the permit within which the temporary use must be terminated and all physical evidence of the use must be removed by the applicant. If the temporary use and all physical evidence of the use are not removed within the time specified, it will constitute a violation of this title. Further, the city is authorized to abate the temporary use in accordance with subsection (C)(2) of this section.

H. Exception to Permit Requirement.

1. Garage Sales. Garage sales shall be limited to two events per year with a maximum duration not to exceed four days per event.

2. Commercial and Industrial Zones. The following temporary uses, when located in commercial and industrial zones for not longer than the time periods specified below, are exempt from the permit requirements of this section:

a. Not to exceed forty-five days:

(1) Christmas tree lots;

b. Not to exceed ten consecutive days:

(1) Amusement rides;

(2) Carnivals and circuses;

(3) Parking lot sales which are ancillary to the indoor sale of the same goods and services.

I. Prohibited on Public Right-of-Way. See EMC 13.30.010 for permit requirements to use public right-of-way.

Section 2. Section EMC 15.02.060 is hereby amended as follows, with strikeout text deleted and underlined text added:

15.02.060 Review Process I—Minor administrative review.

A. Description.

1. Review Process I (“REV I”) applies to permit applications that involve minor administrative land use decisions. Review Process I applications shall be reviewed administratively by the planning department staff to determine compliance with the unified development code and other applicable ordinances and regulations.

2. If a Review Process I application is not categorically exempt under SEPA, the application shall be processed under Review Process II.

B. Decisions Included.

1. Land use decisions identified as “Permitted,” or “P,” in Sections 19.05.080 through 19.05.120, Tables 5-1 through 5-5, and Temporary Use permits under Section 19.05.068 are Review Process I (REV I) decisions.

2. Land Divisions. The following permit applications are included as REV I decisions:

a. All short subdivision applications.

b. All other land division applications, including preliminary and final approvals, not identified as REV II or REV III decisions.

c. Pursuant to RCW 58.17.100, all final plat approvals regardless of the number of lots created. See REV II and REV III decisions for preliminary plat approval authority.

3. Historic. The following permit applications are included as REV I decisions:

- a. Construction of a new single-family or two-unit dwelling;
- b. Addition of an accessory dwelling unit to an existing single-family or two-unit dwelling;
- c. Alteration of significant features identified in a historic resource inventory of a structure or site on the Everett register of historic places;
- d. Additions of more than one hundred fifty square feet to a building with three or more dwelling units when identified as a contributing structure and within an Everett historic overlay zone.

4. The review process for land use decisions shall be REV I unless otherwise indicated in this title, or as otherwise determined by the planning director based on subsection (B)(5) of this section.

5. Administrative determinations made by the planning department staff that are not associated with an application specifically identified in the unified development code and that are categorically exempt under SEPA are not subject to the procedures and requirements of this title.

6. If the planning director determines that notice to contiguous property owners should be provided regarding a land use decision, the planning director may require the permit application to be reviewed using a higher level of review process than otherwise required.

C. Action Taken. Action taken on the application shall be one of the following:

- 1. Permit issuance or approval, which may include conditions on the project;
- 2. Permit denial explaining the reasons the permit was not approved; or
- 3. A letter explaining what additional information is necessary or other approvals which are required before the permit can be issued.

An administrative appeal to the hearing examiner is provided. Any appeals shall be in accordance with the appeals section of this chapter (see Section 15.02.600).

D. Public Notice Requirements.

- 1. No public notice is required for REV I land use decisions except for shoreline permit applications as set forth in subsection (D)(5) of this section.
- 2. When a project requires more than one land use permit, public notice shall follow the public notice requirements for the highest review process.
- 3. The city provides a notice of application, which is a public record. These records are available upon request and may be available electronically through the city's open data portal or other web-based applications.

4. Historic. Those REV I actions that are subject to review by the historical commission shall follow procedures for public notice and conduct of public meetings.

5. Shorelines. Those REV I actions that are applications for shoreline management substantial development shall provide notice as set forth in WAC 173-27-110 and Section 15.02.110(C)(3)(b):

- a. Notice of application within fourteen days of the determination of completeness;
- b. A public comment period not less than thirty days following the date of notice of application, except that comments shall be submitted within twenty days for shoreline permits for limited utility extensions or for the construction of a bulkhead or other measures to protect a single-family residence and its appurtenant structures from shoreline erosion. See the definitions section of the city's shoreline master program for the definition of a limited utility extension;
- c. Mailing notice to the latest recorded real property owners as shown by the records of the county assessor within at least five hundred feet of the boundary of the property upon which the development is proposed;
- d. Mailing notice to the SEPA mailing list (unless the project is categorically exempt); and
- e. Mailing notice to the neighborhood leader mailing list if applicable.

Section 3. This ordinance is designated as an emergency ordinance under Everett City Charter Section 3.4.

Section 4. Sections 2 and 3 of this ordinance shall be repealed on [6 months from effective date].

Section 5. A public hearing regarding this ordinance is hereby scheduled for _____

Section 6. The following is provided for reference and may not be complete:

EMC Amended/Repealed by this Ordinance	Ordinance History of EMC Amended/Repealed by this Ordinance
EMC 15.02.060	(Ord. 3774-20 § 3 (Exh. 2), 2020.)
EMC 19.05.068	(Ord. 3774-20 § 3 (Exh. 2), 2020.) (Ord. 3895-22 § 11, 2022)

Section 7. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 8. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it

would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 9. 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 10. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: Budget Hearing #1 for the 2024 Proposed Operating Budget.

Council Bill #

CB 2310-55

Agenda dates requested:11/08/23 - 1st Reading11/15/23 - 2nd Reading11/29/23 - 3rd Reading

Briefing

Proposed action X

Consent

Action X

Ordinance X

Public hearing

X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Susy Haugen

Phone number:

(425) 257-8612

Email:

Shaugen@everettwa.gov

Initialed by:

SH

Department head

Administration

Council President

Consideration: Ordinance**Project:** 2024 Proposed Budget**Fund:** Multiple**Fiscal summary statement:**

The combined aggregate budget totals are:

Estimated Beginning Fund Balance and Revenues	\$746,730,743
Appropriations and Transfers	\$438,816,064
Ending Fund Balances	<u>\$307,914,679</u>
Total	\$746,730,743

Project summary statement:

The attached Ordinance establishes the City of Everett's 2024 Operating Budget. The proposed Ordinance affects all funds that are budgeted annually. The budget adoption process includes three scheduled public hearings.

Recommendation (exact action requested of Council):

Conduct three public hearings, and adopt an Ordinance appropriating the budget for the City of Everett for the year 2024 in the amount of \$746,730,743.



ORDINANCE NO. _____

An ORDINANCE adopting the 2024 annual budget for the City of Everett, Washington.

WHEREAS,

The City Council has reviewed the proposed budget appropriations and information, which was made available; and approves the appropriation of local, state, and federal funds for the 2024 Budget.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The budget for the year 2024 now on file in the office of the City Clerk of the City of Everett in the aggregate amount of \$746,730,743 is hereby adopted, and the totals of estimated revenues and appropriations and transfers, including interfund reimbursements, and the aggregate totals for all such funds combined are as follows:

Fund	Name	Est. Beginning Fund Balance & Revenue	Appropriations & Transfers	Ending Fund Balance
002	General Fund	\$ 176,705,929	\$ 144,305,929	\$ 32,400,000
101	Parks & Recreation	7,719,214	7,719,214	-
110	Library	5,763,267	5,763,267	-
112	Municipal Arts	729,727	729,727	-
114	Conference Center	941,474	941,474	-
119	Street Improvements	4,006,855	4,006,855	-
120	Streets	3,420,598	3,420,598	-
126	Motor Vehicle/Equip Replacement	5,150,998	3,299,000	1,851,998
130	Develop. & Const. Permit Fees	6,089,696	4,926,453	1,163,243
138	Hotel Motel Tax Fund	1,873,906	1,010,000	863,906
145	Cumulative Res/Real Prop. Acquis.	4,242,249	187,500	4,054,749
146	Property Management	5,329,150	2,289,187	3,039,963
148	Cumulative Reserve /Parks	4,718,483	25,000	4,693,483
149	Senior Center Reserve	507,882	54,000	453,882
151	Fund for Animals	1,527,294	750,420	776,874
152	Cumulative Reserve /Library	637,559	114,937	522,622
153	Emergency Medical Services	35,587,082	19,826,040	15,761,042
154	Real Estate Excise Tax Fund	12,703,646	113,142	12,590,504
155	General Gov't Special Projects	9,332,236	200,000	9,132,236
156	Criminal Justice Fund	16,185,785	7,045,617	9,140,168

Fund	Name	Est. Beginning Fund Balance & Revenue	Appropriations & Transfers	Ending Fund Balance
157	Traffic Mitigation	\$ 4,860,487	\$ 4,860,487	\$ -
159	Transportation Benefit District	2,373,696	1,936,000	437,696
160	Rainy Day Fund	4,508,945	635,269	3,873,676
162	Capital Reserve	47,363,589	2,847,215	44,516,374
171	Affordable and Supportive Housing	852,262	-	852,262
197	CHIP Loan Program	14,724,490	1,179,632	13,544,858
198	Comm Develop. Block Grants	2,017,890	655,233	1,362,657
210	Bond Redemption Fund	2,372,215	2,372,215	-
401	Water/Sewer Utility	142,370,888	117,348,625	25,022,263
402	Solid Waste Utility	12,349,210	3,380,935	8,968,275
425	Transit	77,658,890	37,514,405	40,144,485
430	Everpark Garage	2,504,327	992,310	1,512,017
440	Golf	8,625,311	5,623,781	3,001,530
450	Sno River Reg Wtr Auth	18,000	18,000	-
501	Motor Vehicle Division	11,538,308	9,174,392	2,363,916
503	Self-Insurance Fund	23,601,233	13,950,349	9,650,884
505	Information Technology Reserve	7,076,128	4,063,056	3,013,072
507	Telecommunications Fund	1,159,705	812,375	347,330
508	Health Benefits Reserve	29,674,054	20,417,425	9,256,629
637	Police Pension Fund	18,119,166	1,792,000	16,327,166
638	Fire Pension Fund	29,788,919	2,514,000	27,274,919
TOTAL CITY BUDGET		\$ 746,730,743	\$ 438,816,064	\$ 307,914,679

Section 2. The above appropriations and transfers will be used by the various departments of the City of Everett as allocated in the 2024 budget.

Section 3. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 4. The City Council hereby declares that should any section, paragraph, sentence, clause, or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 5. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance approving the appropriations of the 2023 revised City of Everett Budget and amending Ordinance No. 3970-23

Council Bill # *interoffice use*

CB 2311-72

Agenda dates requested:

12/6/2023 – 1st and 2nd

Reading

12/13/2023 – 3rd Reading

Briefing 12/6/23

Proposed action

Consent

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

X Yes No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Susy Haugen

Phone number:

425-257-7155

Email:

Shaugen@everettwa.gov

Initialed by:

SH

Department head

Administration

Council President

Preceding action: Ordinance 3970-23

Fund: Multiple

Fiscal summary statement:

The proposed Ordinance amends the City of Everett 2023 Operating Budget, increasing General Government budgeted expenditures by \$4,625,275 and increasing Non-General Government expenditures by \$7,479,322, for a total of \$12,104,597.

Project summary statement:

This budget amendment revises the 2023 budget to appropriate funding for financial activities that will occur this year.

Recommendation (exact action requested of Council):

Adopt an Ordinance approving the appropriations of the 2023 revised City of Everett Budget and amending Ordinance No. 3970-23.



ORDINANCE NO. _____

An ORDINANCE approving the appropriations of the 2023 revised City of Everett Budget and amending Ordinance No. 3970-23.

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 2023 Budget.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Ordinance No. 3970-23 is hereby amended by the amendments shown on Attachment A, which is incorporated by reference. The amendments shall be made to the 2023 Budget with a total increased expenditure appropriation of \$12,104,597.

	<u>Beginning Fund balance and 2023 Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
2023 Amended Budget	\$ 929,796,606	\$ 612,250,754	\$ 317,545,852
Budget Amendment #2	8,608,873	12,104,597	(3,495,724)
2023 Amended Budget	\$ 938,405,479	\$ 624,355,351	\$ 314,050,128

Section 2. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 3. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 4. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other

matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

2023 BUDGET ADJUSTMENTS for Budget Amendment # 3
General Government Amendments

			Increase/(Decrease)		
<u>Fund</u>	<u>Description</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>	
GGA-26 Non-Departmental	Amend - Increase Jail Fee Expenditures	\$ -	\$ 1,500,000	\$ (1,500,000)	
GGA-26 General Fund	Amend - Increase Jail Fee Expenditures	1,500,000	-	1,500,000	
GGA-27 Non-Departmental	Amend - Increase Self-Insurance Contributions	-	1,214,312	(1,214,312)	
GGA-27 General Fund	Amend - Increase Self-Insurance Contributions	1,214,312	-	1,214,312	
GGA-28 Non-Departmental	Amend - Increase LEOFF 2 Special Funding	-	58,200	(58,200)	
GGA-28 General Fund	Amend - Increase LEOFF 2 Special Funding	58,200	-	58,200	
GGA-29 Non-Departmental	Amend - New Accounting Standard Implementation	-	65,355	(65,355)	
GGA-29 General Fund	Amend - New Accounting Standard Implementation	65,355	-	65,355	
GGA-30 Finance	Amend - Leases	-	10,095	(10,095)	
GGA-30 CPED	Amend - Leases	-	36,852	(36,852)	
GGA-30 Engineering and Public Services	Amend - Leases	-	23,625	(23,625)	
GGA-30 Police	Amend - Leases	-	28,609	(28,609)	
GGA-30 Parks and Community Services	Amend - Leases	-	14,604	(14,604)	
GGA-30 Library	Amend - Leases	-	1,981	(1,981)	
GGA-30 General Fund	Amend - Leases	115,766	-	115,766	
GGA-31 Non-Departmental	Amend - Demolition and Abatement	-	20,000	(20,000)	
GGA-31 General Fund	Amend - Demolition and Abatement	20,000	-	20,000	
GGA-32 Facilities and Property Mgmt	Amend - Interfund Labor Reimbursements	-	75,100	(75,100)	
GGA-32 Library	Amend - Interfund Labor Reimbursements	-	30,000	(30,000)	
GGA-32 Information Technology	Amend - Interfund Labor Reimbursements	-	36,325	(36,325)	
GGA-32 Municipal Arts	Amend - Interfund Labor Reimbursements	-	29,191	(29,191)	
GGA-32 General Fund	Amend - Interfund Labor Reimbursements	141,425	-	141,425	
GGA-32 Parks and Community Services	Amend - Interfund Labor Reimbursements	35,005	5,814	29,191	
GGA-33 Municipal Court	Amend - Add 1.0 FTE Judicial Assistant	-	15,171	(15,171)	
GGA-33 General Fund	Amend - Add 1.0 FTE Judicial Assistant	15,171	-	15,171	
GGA-34 CPED	Amend - Add 1.0 FTE Community Support Manager	-	58,000	(58,000)	
GGA-34 General Fund	Amend - Add 1.0 FTE Community Support Manager	58,000	-	58,000	
GGA-35 Finance	Amend - Cayenta Upgrade and GASB 96 Implementation	-	14,400	(14,400)	
GGA-35 General Fund	Amend - Cayenta Upgrade and GASB 96 Implementation	14,400	-	14,400	
GGA-36 Fire	Amend - Costs Associated with Staff Turnover	-	759,750	(759,750)	
GGA-36 General Fund	Amend - Costs Associated with Staff Turnover	759,750	-	759,750	
GGA-37 Administration	Amend - Retirement/Separation Payouts	-	14,727	(14,727)	
GGA-37 Human Resources	Amend - Retirement/Separation Payouts	-	55,123	(55,123)	
GGA-37 General Fund	Amend - Retirement/Separation Payouts	69,850	-	69,850	
GGA-38 Emergency Management	Amend - Add Emergency Management Day Laborer	-	12,700	(12,700)	
GGA-38 General Fund	Amend - Add Emergency Management Day Laborer	12,700	-	12,700	
GGA-39 Emergency Management	Amend - Add Emergency Management Expenditures	-	110,953	(110,953)	
GGA-39 General Fund	Amend - Add Emergency Management Expenditures	110,953	-	110,953	
GGA-40 Police	Amend - Federal Financial Boating Grant	-	2,500	(2,500)	
GGA-40 General Fund	Amend - Federal Financial Boating Grant	2,500	-	2,500	
GGA-41 Fire	Amend - Speed Swivels	-	15,000	(15,000)	
GGA-41 General Fund	Amend - Speed Swivels	15,000	-	15,000	
GGA-42 Fire	Amend - Fleet Repairs	-	69,000	(69,000)	
GGA-42 General Fund	Amend - Fleet Repairs	69,000	-	69,000	
GGA-43 Fire	Amend - Fuel Consumption	-	94,000	(94,000)	
GGA-43 General Fund	Amend - Fuel Consumption	94,000	-	94,000	
GGA-44 Municipal Court	Amend - Municipal Court Interpreter Services	-	20,000	(20,000)	
GGA-44 General Fund	Amend - Municipal Court Interpreter Services	20,000	-	20,000	
GGA-45 Parks and Community Services	Amend - Jetty Island Days Program and Ferry Services	91,032	91,032	-	
GGA-45 General Fund	Amend - Jetty Island Days Program and Ferry Services	53,657	-	53,657	
GGA-45 Non-Departmental	Amend - Jetty Island Days Program and Ferry Services	-	-	-	
GGA-46 Engineering and Public Services	Amend - Insurance Claim Recoveries	-	142,856	(142,856)	
GGA-46 General Fund	Amend - Insurance Claim Recoveries	142,856	-	142,856	
Total General Government Amendments		\$ 4,678,932	\$ 4,625,275	\$ 53,657	

2023 BUDGET ADJUSTMENTS for Budget Amendment # 3

Non-General Government Amendments

			Increase/(Decrease)		
<u>Fund</u>	<u>Description</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>	
NGA-26	Self-Insurance	Amend - Increase Self-Insurance Contributions	\$ 2,403,603	\$ 2,403,603	\$ -
NGA-26	Emergency Medical Services (EMS)	Amend - Increase Self-Insurance Contributions	-	120,562	(120,562)
NGA-26	CHIP	Amend - Increase Self-Insurance Contributions	-	156	(156)
NGA-26	CDBG	Amend - Increase Self-Insurance Contributions	-	78	(78)
NGA-26	Water & Sewer Utility	Amend - Increase Self-Insurance Contributions	-	764,078	(764,078)
NGA-26	Solid Waste Utility	Amend - Increase Self-Insurance Contributions	-	156	(156)
NGA-26	Everett Transit	Amend - Increase Self-Insurance Contributions	-	283,249	(283,249)
NGA-26	Golf	Amend - Increase Self-Insurance Contributions	-	6,674	(6,674)
NGA-26	Motor Vehicles	Amend - Increase Self-Insurance Contributions	-	14,130	(14,130)
NGA-26	Telecommunications	Amend - Increase Self-Insurance Contributions	-	208	(208)
NGA-27	Affordable Supportive Housing	Amend - Clare's Place Emergency Pallet Shelter Project	-	322,162	(322,162)
NGA-27	Criminal Justice	Amend - Clare's Place Emergency Pallet Shelter Project	-	27,838	(27,838)
NGA-28	CIP 1	Amend - CIP 1 General Gov't Capital Projects	-	5,357	(5,357)
NGA-29	CIP 3	Amend - CIP 3 Parks Projects	50,000	470,000	(420,000)
NGA-30	CIP 4	Amend - Relocation Advisory Services	-	45,000	(45,000)
NGA-31	Vehicle and Equipment Repl.	Amend - Vehicle and Equipment Replacements/Additions	-	376,537	(376,537)
NGA-32	Emergency Medical Services (EMS)	Amend - Leases	4,214	4,214	-
NGA-32	General Gov't Special Projects	Amend - Leases	2,016	2,016	-
NGA-32	CHIP	Amend - Leases	2,816	2,816	-
NGA-33	Criminal Justice	Amend - Automated Traffic Safety Cameras	-	-	-
NGA-33	Information Technology Reserve	Amend - Automated Traffic Safety Cameras	120,000	120,000	-
NGA-34	Criminal Justice	Downtown Security Grant	187,500	187,500	-
NGA-35	Criminal Justice	Amend - JAG Grant	39,544	39,544	-
NGA-36	Criminal Justice	Amend - Add 1.0 FTE Community Support Manager	58,000	58,000	-
NGA-37	CDBG	Amend - CDBG Subrecipient and City Projects	612,248	612,248	-
NGA-37	CIP 3	Amend - CDBG Subrecipient and City Projects	225,000	225,000	-
NGA-37	Everett Transit	Amend - CDBG Subrecipient and City Projects	225,000	225,000	-
NGA-38	Parks Reserve	Amend - Deckman Property	-	-	-
NGA-39	Library Reserve	Amend - Deli Case for Library's Coffee Shop	-	10,495	(10,495)
NGA-40	Real Property Reserve	Amend - Stadium SEPA and Project Management	-	1,151,821	(1,151,821)
NGA-41	General Gov't Special Projects	Amend - 1% for the Arts Expenditure	-	880	(880)
Total Non-General Government Amendments			\$ 3,929,941	\$ 7,479,322	\$ (3,549,381)
Total General and Non-General Government Amendments			\$ 8,608,873	\$ 12,104,597	\$ (3,495,724)

**2023
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	Department		Code	Rev	Exp	FB
GGA-26	Non-Departmental	Amend - Increase Jail Fee Expenditures	009A		1,500,000	
GGA-26	General Fund	Amend - Increase Jail Fee Expenditures	002A	1,500,000		

This amendment proposes to increase the jail fees expenditure budget by \$1,500,000. The original budget is \$3,045,000. Both the number of inmates and the number of housing days are driving costs upward. The number of inmates through October are up 61.24% over the same time period in 2022, and housing days are up 28.04%.

Increase M&O expenditures - Non-Departmental	009	5001007410	1,500,000	
Increase sales tax revenues - General Fund	002	3131001000		1,500,000

	Department		Code	Rev	Exp	FB
GGA-27	Non-Departmental	Amend - Increase Self-Insurance Contributions	009A		1,214,312	
GGA-27	General Fund	Amend - Increase Self-Insurance Contributions	002A	1,214,312		

This amendment proposes to increase general government funds' self-insurance contributions by \$1,214,312 to cover the rising costs of property insurance premiums, and substantial increases in workers' compensation and tort claim settlements. See also NGA-26.

Increase interfund expenditures (Workers Compensation) - Non-Departmental	009	5000026960	462,060	
Increase interfund expenditures (Tort Liability) - Non-Departmental	009	5000026960	393,672	
Increase interfund expenditures (Insurance Premiums) - Non-Departmental	009	5000026960	358,580	
Increase utility tax revenues - General Fund	002	various		426,262
Increase business and occupation tax revenues - General Fund	002	3161000000		788,050

	Department		Code	Rev	Exp	FB
GGA-28	Non-Departmental	Amend - Increase LEOFF 2 Special Funding	009A		58,200	
GGA-28	General Fund	Amend - Increase LEOFF 2 Special Funding	002A	58,200		

This amendment proposes to increase the Law Enforcement Officers' and Fire Fighters' Retirement System Plan 2 (LEOFF 2) Special Funding contributions by \$58,200. Employer and employee contribution rates are developed by the Office of the State Actuary to fully fund LEOFF Plan 2. There are no actual costs associated with this entry, but this amendment provides the budget authority for the transactions to meet governmental accounting reporting requirements. The State of Washington makes contribution payments to the Department of Retirement Systems on behalf of the City.

Increase M&O expenditures - Non-Departmental	009	5003168215	43,010	
Increase M&O expenditures - Non-Departmental	009	5003268215	15,190	
Increase state shared revenues - General Fund	002	3350301031		43,010
Increase state shared revenues - General Fund	002	3350301032		15,190

	Department		Code	Rev	Exp	FB
GGA-29	Non-Departmental	Amend - New Accounting Standard Implementation	009A		65,355	
GGA-29	General Fund	Amend - New Accounting Standard Implementation	002A	65,355		

This amendment accounts for the implementation of Governmental Accounting Standards Board (GASB) Statement No. 96 relating to subscription-based information technology arrangements (SBITAs), such as the City's contract management system. This amendment provides the budget authority to meet governmental accounting reporting requirements.

Increase capital outlay expenditures - Non-Departmental	009	5941856661	65,355	
Increase other financing source revenues - General Fund	002	3917000001		65,355

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Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-30	Finance	Amend - Leases	010A		10,095	
GGA-30	CPED	Amend - Leases	021A		36,852	
GGA-30	Engineering and Public Services	Amend - Leases	024A		23,625	
GGA-30	Police	Amend - Leases	031A		28,609	
GGA-30	Parks and Community Services	Amend - Leases	101A		14,604	
GGA-30	Library	Amend - Leases	110A		1,981	
GGA-30	General Fund	Amend - Leases	002A	115,766		

This amendment accounts for capital outlay and other financing sources associated with new leases as required by Governmental Accounting Standards Board (GASB) Statement No. 87. This amendment provides the budget authority to meet governmental accounting reporting requirements. See also NGA-32.

Increase capital outlay expenditures - Finance	010	51xxxxx660	10,095	
Increase capital outlay expenditures - CPED	021	5010000660	36,852	
Increase capital outlay expenditures - Engineering and Public Services	024	5xxxxxxxxxx660	23,625	
Increase capital outlay expenditures - Police	031	5320000660	28,609	
Increase capital outlay expenditures - Parks and Community Services	101	5421030000660	14,604	
Increase capital outlay expenditures - Library	110	5500000660	1,981	
Increase other financing source revenues - General Fund	002	3917000000		115,766

	Department		Code	Rev	Exp	FB
GGA-31	Non-Departmental	Amend - Demolition and Abatement	009A		20,000	
GGA-31	General Fund	Amend - Demolition and Abatement	002A	20,000		

This amendment proposes to add \$20,000 for demolition and abatement expenditures. The City's Code Compliance division needs additional funding to cover increased costs associated with the graffiti abatement program and removal of property-related public health and safety nuisances.

Increase M&O expenditures - Non-Departmental	009	5000038410	20,000	
Increase business and occupation tax revenues - General Fund	002	3161000000		20,000

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	Department		Code	Rev	Exp	FB
GGA-32	Facilities and Property Mgmt	Amend - Interfund Labor Reimbursements	038A		75,100	
GGA-32	Library	Amend - Interfund Labor Reimbursements	110A		30,000	
GGA-32	Information Technology	Amend - Interfund Labor Reimbursements	015A		36,325	
GGA-32	Municipal Arts	Amend - Interfund Labor Reimbursements	112A		29,191	
GGA-32	General Fund	Amend - Interfund Labor Reimbursements	002A	141,425		
GGA-32	Parks and Community Services	Amend - Interfund Labor Reimbursements	101A	35,005	5,814	

This amendment proposes to increase:

- Facilities and Property Management's professional services expenditure budget by \$75,100 to reimburse Transit Fund 425 for custodial labor spent working on City buildings other than Transit buildings
- Library's professional services expenditure budget by \$30,000 to reimburse Transit Fund 425 for loaned security officers staffing the Everett Public Library branches
- Information Technology's professional services expenditure budget by \$36,325 to reimburse Water and Sewer Utility Fund 401 for staff time spent working on citywide cybersecurity initiatives
- Municipal Arts transfers out expenditure budget by \$29,191 to reimburse Parks and Community Services Fund 101 for staffing Sorticulture and July 4th events
- Parks and Community Services labor expenditure budget by \$5,814 to assist Transit Fund 425 with custodial activities due to short staffing

Increase transfers out from Facilities and Property Management to Everett Transit Fund 425	038	5820030xxx	75,100	
Increase transfers out from Library to Everett Transit Fund 425	110	5xxxxxxx	30,000	
Increase transfers out from Information Technology to Water & Sewer Utility Fund 401	015	5xxxxxxx	36,325	
Increase transfers out from Municipal Arts to Parks and Community Services Fund 101	112	5103306910	29,191	
Increase labor expenditures - Parks and Community Services	101	various	5,814	
Increase business and occupation tax revenues - General Fund	002	3161000000		141,425
Increase interfund revenues - Parks and Community Services	101	3690000010		35,005

	Department		Code	Rev	Exp	FB
GGA-33	Municipal Court	Amend - Add 1.0 FTE Judicial Assistant	005A		15,171	
GGA-33	General Fund	Amend - Add 1.0 FTE Judicial Assistant	002A	15,171		

This amendment proposes to add 1.0 FTE Judicial Assistant to Municipal Court for the implementation of the automated traffic safety camera program. The amount proposed in the amendment represents two months of compensation plus one-time start up costs. This position does not yet exist in the proposed 2024 budget. We will be requesting a permanent addition in the first budget amendment of 2024. The additional FTE's tasks will include processing incoming mail, emails, faxes, issuing subpoenas, scanning court files, scheduling court dates, clerk hearings, working on files after court, and receipting payments associated with the new program.

Increase labor expenditures - Municipal Court	005	5010000110	10,312	
Increase labor expenditures - Municipal Court	005	5010000210	3,609	
Increase M&O expenditures - Municipal Court	005	5010000350	1,250	
Increase business and occupation tax revenues - General Fund	002	3161000000		15,171

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Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-34	CPED	Amend - Add 1.0 FTE Community Support Manager	021A		58,000	
GGA-34	General Fund	Amend - Add 1.0 FTE Community Support Manager	002A	58,000		

This amendment proposes to add 1.0 FTE Community Support Manager to CPED's Community Support Division. This position does not yet exist in the proposed 2024 budget. We will be requesting a reappropriation of unspent funds in the first budget amendment of 2024 to carry this position forward. The Division grew from three to seven FTEs in 2023. The Community Support Manager will manage Division staff and work with the Police Department, Fire/EMS, and Library leadership to provide planning, direction, and coordination of staff, assistance in hiring, as well as provide guidance to mental health professionals, case managers, and community support team members. Additionally, this position represents the City in local, state, and federal programs and initiatives that further the City's behavioral health response.

In 2023, labor costs will be supported by a grant received from the Association of Washington Cities (AWC). Labor costs may also be supported by Congressional appropriations for Alternative Response, grants, and Behavioral Health Administrative Services Organization (BH-ASO) funding in the future. See also NGA-36.

Increase labor expenditures - CPED	021	5020000110	41,180	
Increase labor expenditures - CPED	021	5020000210	16,820	
Increase transfers in (Fund 155 - AWC) - General Fund	002	3xxxxxxx		58,000

	Department		Code	Rev	Exp	FB
GGA-35	Finance	Amend - Cayenta Upgrade and GASB 96 Implementation	010A		14,400	
GGA-35	General Fund	Amend - Cayenta Upgrade and GASB 96 Implementation	002A	14,400		

Additional support is needed to complete the upgrade of the City's financial system and the implementation of Governmental Accounting Standards Board (GASB) Statement No. 96 relating to subscription-based information technology arrangements (SBITAs). This amendment will provide funding to bring back a recent retiree on a part-time basis as an administrative day laborer to assist with these projects.

Increase labor expenditures - Finance	010	5140000170	13,300	
Increase labor expenditures - Finance	010	5140000210	1,100	
Increase business and occupation tax revenues - General Fund	002	3161000000		14,400

	Department		Code	Rev	Exp	FB
GGA-36	Fire	Amend - Costs Associated with Staff Turnover	032A		759,750	
GGA-36	General Fund	Amend - Costs Associated with Staff Turnover	002A	759,750		

This amendment proposes to increase the Fire Department's expenditure budget for costs associated with staff turnover. There has been a large number of separations in the Fire Department - 36 in the last two years. As a result, the Department has hired and trained over twice the amount of personnel that it has budgeted for. Some positions were hired in advance of retirements due to the length of time required to train and deploy new recruits. The Department sent 22 new recruits to the Fire Training Academy in 2023, an increase of 12 from what was originally anticipated. This request will cover the excess costs associated with advanced hiring, academy instructors and company officers, uniforms and protective clothing, and registration.

Increase labor expenditures - Fire	032	5457500110	399,400	
Increase labor expenditures - Fire	032	5457500180	96,750	
Increase labor expenditures - Fire	032	5457500210	168,000	
Increase labor expenditures - Fire	032	5151510260	42,500	
Increase M&O expenditures - Fire	032	5457500445	53,100	
Increase business and occupation tax revenues - General Fund	002	3161000000		759,750

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	Department		Code	Rev	Exp	FB
GGA-37	Administration	Amend - Retirement/Separation Payouts	004A		14,727	
GGA-37	Human Resources	Amend - Retirement/Separation Payouts	007A		55,123	
GGA-37	General Fund	Amend - Retirement/Separation Payouts	002A	69,850		

This amendment proposes to increase Administration and Human Resources departments' labor budget by \$69,850 for three employee retirement and separation payouts.

Increase labor expenditures - Administration	004	5200000110	14,510	
Increase labor expenditures - Administration	004	5200000210	217	
Increase labor expenditures - Human Resources	007	5010000110	53,993	
Increase labor expenditures - Human Resources	007	5010000210	1,130	
Increase business and occupation tax revenues - General Fund	002	3161000000		69,850

	Department		Code	Rev	Exp	FB
GGA-38	Emergency Management	Amend - Add Emergency Management Day Laborer	030A		12,700	
GGA-38	General Fund	Amend - Add Emergency Management Day Laborer	002A	12,700		

This amendment proposes to add one part-time day laborer to the Emergency Management Department for six months to perform the following projects:

- Create an inventory of Emergency Management's assets
- Call center and satellite phones inventory and management documentation
- Radio functionality
- Develop training plans
- Alert Sense and Integrated Public Alert & Warning System (IPAWS) program updates
- Develop a volunteer program that can be maintained by the Administrative Coordinator, including Community Emergency Response Team (CERT) and Auxiliary Communication Service (ACS) volunteers

If any funds remain after year-end, we will be requesting a reappropriation in the first budget amendment of 2024.

Increase labor expenditures - Emergency Management	030	5100000170	11,700	
Increase labor expenditures - Emergency Management	030	5100000210	1,000	
Increase business and occupation tax revenues - General Fund	002	3161000000		12,700

	Department		Code	Rev	Exp	FB
GGA-39	Emergency Management	Amend - Add Emergency Management Expenditures	002A		110,953	
GGA-39	General Fund	Amend - Add Emergency Management Expenditures	030A	110,953		

This amendment proposes to increase Emergency Management's expenditure budget for the following:

- A Department of Ecology grant was awarded to purchase oil boom and training on water hazmat response
- The EMPG-ARPA grant was awarded to purchase generators for Public Works and Parks, and emergency food for City of Everett staff
- A second EMPG grant was awarded and reimburses the City of Everett for staff salary and benefits, copier charges, one-third of the cost for Alert Sense, emergency water replacement for outdated water, and the Emergency Operation Center's radio set-up
- Fleet fuel, repairs and maintenance

Increase labor expenditures - Emergency Management	030	5100000110	28,867	
Increase labor expenditures - Emergency Management	030	5100000210	15,543	
Increase M&O expenditures - Emergency Management	030	5100000350	36,024	
Increase M&O expenditures - Emergency Management	030	5100000310	12,242	
Increase M&O expenditures - Emergency Management	030	5100000450	1,520	
Increase M&O expenditures - Emergency Management	030	5100000410	10,257	
Increase M&O expenditures - Emergency Management	030	51000009xx	6,500	
Increase grant revenue - General Fund	002	3339704306		19,453
Increase grant revenue - General Fund	002	3340310046		18,368
Increase grant revenue - General Fund	002	3339704308		66,632
Increase business and occupation tax revenues - General Fund	002	3161000000		6,500

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	Department		Code	Rev	Exp	FB
GGA-40	Police	Amend - Federal Financial Boating Grant	031A		2,500	
GGA-40	General Fund	Amend - Federal Financial Boating Grant	002A	2,500		

The Everett Police Department received an additional \$2,500 in Federal Financial Boating Program grant funds to provide 40 hours of instructor services for Basic Marine Law Enforcement trainings in 2023. This amendment proposes to increase the expenditure budget from \$20,075 to \$22,575 for 2023.

Increase labor expenditures - Police	031	5210000120	2,500	
Increase grant revenue - General Fund	002	3336702400		2,500

	Department		Code	Rev	Exp	FB
GGA-41	Fire	Amend - Speed Swivels	032A		15,000	
GGA-41	General Fund	Amend - Speed Swivels	002A	15,000		

This amendment proposes to increase the Fire department's expenditure budget to equip each fire engine with speed swivels. Due to vandalism of firefighting water connections on downtown commercial buildings, it is necessary to outfit fire engines with speed swivels to ensure the department can respond to fires regardless of the condition of building connections.

Increase M&O expenditures - Fire	032	5200000350	15,000	
Increase business and occupation tax revenues - General Fund	002	3161000000		15,000

	Department		Code	Rev	Exp	FB
GGA-42	Fire	Amend - Fleet Repairs	032A		69,000	
GGA-42	General Fund	Amend - Fleet Repairs	002A	69,000		

This amendment proposes to increase the Fire Department's expenditure budget for emergency repairs to fire apparatus.

Increase M&O expenditures - Fire	032	5600000480	69,000	
Increase business and occupation tax revenues - General Fund	002	3161000000		69,000

	Department		Code	Rev	Exp	FB
GGA-43	Fire	Amend - Fuel Consumption	032A		94,000	
GGA-43	General Fund	Amend - Fuel Consumption	002A	94,000		

This amendment proposes to increase the Fire department's fuel budget. Over the last five years, the department had an average fuel consumption of approximately 38,000 gallons annually. Although the overall consumption has remained fairly constant, fuel costs have increased substantially in recent years. The department's fuel budget for 2023 is \$60,000, but it is projected to cost \$154,000.

Increase M&O expenditures - Fire	032	5600000932	94,000	
Increase business and occupation tax revenues - General Fund	002	3161000000		94,000

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	Department		Code	Rev	Exp	FB
GGA-44	Municipal Court	Amend - Municipal Court Interpreter Services	005A		20,000	
GGA-44	General Fund	Amend - Municipal Court Interpreter Services	002A	20,000		

The Court is mandated to have interpreters present at court hearings for limited-English speaking individuals that have been charged with a crime. In an effort to use the professional services funds efficiently and the interpreters time effectively, the Court has designated specific court dates for cases that need to have interpreters present. Actual costs have exceeded original budget expectations this year. The Court is requesting an additional \$20,000 to compensate the interpreters for the remainder of the year. Interagency agreements with the Administrative Office of the Courts will assist in offsetting a portion of interpreter costs.

Increase M&O expenditures - Municipal Court	005	5010001410	20,000	
Increase intergovernmental revenues - General Fund	002	3360980000		17,721
Increase business and occupation tax revenues - General Fund	002	3161000000		2,279

	Department		Code	Rev	Exp	FB
GGA-45	Parks and Community Services	Amend - Jetty Island Days Program and Ferry Services	101A	91,032	91,032	
GGA-45	General Fund	Amend - Jetty Island Days Program and Ferry Services	002A	53,657		
GGA-45	Non-Departmental	Amend - Jetty Island Days Program and Ferry Services	009A			53,657

This amendment proposes to increase the Parks and Community Services Fund's budget for the Jetty Island Days program and ferry services. The City obtained lodging tax grants from both the City of Everett and Snohomish County and entered into a partnership with the Port of Everett to cover most expenditures. The cumulative amount acquired is \$144,689.

Increase intergovernmental revenues (Port of Everett) - Parks and Community Services	101	3370080103		102,689
Increase intergovernmental revenues (Snohomish County) - Parks and Community Services	101	3370080103		17,000
Increase Transfers in (COE LTAC) - Parks and Community Services	101	3970000138		25,000
Decrease property tax allocation - Parks and Community Services	101	3111010010	53,657	
Increase property tax allocation - General Fund	002	3111002000		53,657
Increase ending fund balance - Non-Departmental Fund	009	5980000490	53,657	
Decrease labor expenditures - Parks and Community Services	101	5403000000170		29,089
Decrease labor expenditures - Parks and Community Services	101	5403000000210		10,000
Increase M&O expenditures - Parks and Community Services	101	various	130,121	

	Department		Code	Rev	Exp	FB
GGA-46	Engineering and Public Services	Amend - Insurance Claim Recoveries	024A		142,856	
GGA-46	General Fund	Amend - Insurance Claim Recoveries	002A	142,856		

Engineering and Public Services budgeted \$7,500 in 2023 for reimbursements due to claims arising from vehicle collisions with city-owned property, such as streetlights and traffic signals. There were several incidents that caused damage to the City's infrastructure and there are opportunities to recover these damages through insurance claims. This amendment proposes to increase the Engineering and Public Services expenditure budget for supplies and equipment, which will be offset by insurance claim revenue.

Increase M&O expenditures - Engineering and Public Services	024	5115021432310	36,742	
Increase M&O expenditures - Engineering and Public Services	024	5115021432350	106,114	
Increase insurance claim recoveries - General Fund	002	3989500024		142,856

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	Department		Code	Rev	Exp	FB
NGA-26	Self-Insurance	Amend - Increase Self-Insurance Contributions	503A	2,403,603	2,403,603	
NGA-26	Emergency Medical Services (EMS)	Amend - Increase Self-Insurance Contributions	153A		120,562	(120,562)
NGA-26	CHIP	Amend - Increase Self-Insurance Contributions	197A		156	(156)
NGA-26	CDBG	Amend - Increase Self-Insurance Contributions	198A		78	(78)
NGA-26	Water & Sewer Utility	Amend - Increase Self-Insurance Contributions	401A		764,078	(764,078)
NGA-26	Solid Waste Utility	Amend - Increase Self-Insurance Contributions	402A		156	(156)
NGA-26	Everett Transit	Amend - Increase Self-Insurance Contributions	425A		283,249	(283,249)
NGA-26	Golf	Amend - Increase Self-Insurance Contributions	440A		6,674	(6,674)
NGA-26	Motor Vehicles	Amend - Increase Self-Insurance Contributions	501A		14,130	(14,130)
NGA-26	Telecommunications	Amend - Increase Self-Insurance Contributions	507A		208	(208)

This amendment proposes to increase non-general government funds' self-insurance contributions by \$1,189,291 to cover the rising costs of property insurance premiums, and substantial increases in workers' compensation and tort claim settlements. It also increases Self-Insurance Fund 503's expenditure authority by \$2,403,603. See also GGA-27.

Increase interfund revenue (Workers Compensation) - Non-Departmental	503	3415000009		462,060
Increase interfund revenue (Workers Compensation) - EMS	503	3415000153		112,909
Increase interfund revenue (Workers Compensation) - Water & Sewer Utility	503	3415000401		317,645
Increase interfund revenue (Workers Compensation) - Everett Transit	503	3415000425		259,785
Increase interfund revenue (Workers Compensation) - Golf	503	3415000440		5,973
Increase interfund revenue (Workers Compensation) - Motor Vehicles	503	3415000501		12,884
Increase expenditures (Workers Compensation) - Self-Insurance	503	5040000410	80,000	
Increase expenditures (Workers Compensation) - Self-Insurance	503	5041000410	15,000	
Increase expenditures (Workers Compensation) - Self-Insurance	503	5090000410	450,000	
Increase expenditures (Workers Compensation) - Self-Insurance	503	5100000270	606,256	
Increase expenditures (Workers Compensation) - Self-Insurance	503	5100000290	20,000	
Increase interfund revenue (Tort Liability) - Non-Departmental	503	3414714009		393,672
Increase interfund revenue (Tort Liability) - EMS	503	3414714153		1,269
Increase interfund revenue (Tort Liability) - Water & Sewer Utility	503	3414714401		310,059
Increase expenditures (Tort Liability) - Self-Insurance	503	5141020410	211,500	
Increase expenditures (Tort Liability) - Self-Insurance	503	5141030460	493,500	
Increase interfund revenue (Insurance Premiums) - Non-Departmental	503	3414750009		358,580
Increase interfund revenue (Insurance Premiums) - EMS	503	3414750153		6,384
Increase interfund revenue (Insurance Premiums) - CHIP	503	3414750197		156
Increase interfund revenue (Insurance Premiums) - CDBG	503	3414750198		78
Increase interfund revenue (Insurance Premiums) - Water & Sewer Utility	503	3414750401		136,374
Increase interfund revenue (Insurance Premiums) - Solid Waste Utility	503	3414750402		156
Increase interfund revenue (Insurance Premiums) - Everett Transit	503	3414750425		23,464
Increase interfund revenue (Insurance Premiums) - Golf	503	3414750440		701
Increase interfund revenue (Insurance Premiums) - Motor Vehicles	503	3414750501		1,246
Increase interfund revenue (Insurance Premiums) - Telecommunications	503	3414750507		208
Increase expenditures (Insurance Premiums) - Self-Insurance	503	5502000460	527,347	
Increase interfund expenditures (Workers Compensation) - EMS	153	5200000960	112,909	
Increase interfund expenditures (Tort Liability) - EMS	153	5200000960	1,269	
Increase interfund expenditures (Insurance Premiums) - EMS	153	5200000960	6,384	
Decrease ending fund balance - EMS	153	5990000490		120,562
Increase interfund expenditures (Insurance Premiums) - CHIP	197	5010000960	156	
Decrease ending fund balance - CHIP	197	5980000999		156
Increase interfund expenditures (Insurance Premiums) - CDBG	198	5210000960	78	
Decrease ending fund balance - CDBG	198	5980000999		78
Increase interfund expenditures (Workers Compensation) - Water & Sewer Utility	401	5300XXX925960	317,645	
Increase interfund expenditures (Tort Liability) - Water & Sewer Utility	401	5300XXX925960	310,059	
Increase interfund expenditures (Insurance Premiums) - Water & Sewer Utility	401	5300XXX925960	136,374	
Decrease ending fund balance - Water & Sewer Utility	401	5999000508490		764,078
Increase interfund expenditures (Insurance Premiums) - Solid Waste Utility	402	5210000960	156	
Decrease ending fund balance - Solid Waste Utility	402	5980000999		156
Increase interfund expenditures (Workers Compensation) - Everett Transit	425	Various	259,785	
Increase interfund expenditures (Insurance Premiums) - Everett Transit	425	Various	23,464	
Decrease ending fund balance - Everett Transit	425	Various		283,249
Increase interfund expenditures (Workers Compensation) - Golf	440	5221000000960	5,973	
Increase interfund expenditures (Insurance Premiums) - Golf	440	5221000000960	701	

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Decrease ending fund balance - Golf	440	598000000999		6,674
Increase interfund expenditures (Workers Compensation) - Motor Vehicles	501	5XX0000960	12,884	
Increase interfund expenditures (Insurance Premiums) - Motor Vehicles	501	5XX0000960	1,246	
Decrease ending fund balance - Motor Vehicles	501	5980000999		14,130
Increase interfund expenditures (Insurance Premiums) - Telecommunications	507	5110000960	208	
Decrease ending fund balance - Telecommunications	507	5980000999		208

	Department		Code	Rev	Exp	FB
NGA-27	Affordable Supportive Housing	Amend - Clare's Place Emergency Pallet Shelter Project	171A		322,162	(322,162)
NGA-27	Criminal Justice Fund	Amend - Clare's Place Emergency Pallet Shelter Project	156A		27,838	(27,838)

Temporary shelter alternatives were needed for Clare's Place residents due to contamination of the facility. The City and Snohomish County collaborated to address that need. This amendment will appropriate the necessary funds for the City's share of this project. The funding is proposed to come from Fund 171 Affordable and Supportive Housing, which receives a sales tax credit from the State of Washington, and safe streets funding in Criminal Justice Fund 156.

Increase construction expenditures - Affordable Supportive Housing Fund 171	171	5000000650	292,162	
Increase transfer out from Affordable Supportive Housing Fund 171 to Water & Sewer Utility Fund 401	171	5000000550	30,000	
Decrease ending fund balance - Affordable Supportive Housing Fund 171	171	2870000000		322,162
Increase M&O expenditures - Criminal Justice Fund 156	156	5250000650	27,838	
Decrease ending fund balance - Criminal Justice Fund 156	156	5980025999		27,838

	Department		Code	Rev	Exp	FB
NGA-28	CIP 1	Amend - CIP 1 General Gov't Capital Projects	162A		5,357	(5,357)

This amendment proposes to increase the CIP 1 expenditure budget for the following capital project:

\$ 5,357 Police Impound Yard Additions and Alterations as approved by Ordinance 3969-23

Increase transfers out - CIP 1	162	5500000550	5,357	
Decrease ending fund balance - CIP 1	162	5500999490		5,357

	Department		Code	Rev	Exp	FB
NGA-29	CIP 3	Amend - CIP 3 Parks Projects	154A	50,000	470,000	(420,000)

This amendment proposes to increase the CIP 3 expenditure budget for the following parks projects:

\$385,000 Phil Johnson Park Playground Renovation as approved by Ordinance 3968-23
\$ 85,000 Walter E. Hall Community Amenities Project as approved by Ordinance 3971-23

Increase transfers out - CIP 3	154	5354010550	420,000	
Decrease ending fund balance - CIP 3	154	5990000490		420,000
Increase grant revenue - CIP 3	354	3371692092		50,000
Increase project expense - CIP 3	354	5000000092650	50,000	

**2023
Budget Adjustments
Tally Sheet**

	Department	Code	Rev	Exp	FB
NGA-30	CIP 4	Amend - Relocation Advisory Services	162A	45,000	(45,000)
This amendment proposes to increase the CIP 4 expenditure budget by \$45,000 for relocation advisory services for the Waits Motel.					

Increase professional services expenditures	162	5625990410	45,000	
Decrease ending fund balance - CIP 4	162	5620999490		45,000

	Department	Code	Rev	Exp	FB
NGA-31	Vehicle and Equipment Repl.	Amend - Vehicle and Equipment Replacements/Additions	126A	376,537	(376,537)

This amendment proposes to appropriate funds for the following vehicle and equipment replacements/additions:					
Engineering and Public Services - add radar trailer					
Police - add radar trailer					
Fire - replace vehicle V0125					
Parks and Community Services - replace vehicle V0169					
Streets - add encampment response vehicle					

Increase expenditures - Engineering and Public Services	126	5200024640	13,000	
Increase expenditures - Police	126	5200031640	13,000	
Increase expenditures - Fire	126	5200032640	72,731	
Increase expenditures - Parks and Community Services	126	5200101640	176,527	
Increase expenditures - Streets	126	5200120640	101,279	
Decrease ending fund balance	126	5980000490		376,537

	Department	Code	Rev	Exp	FB
NGA-32	Emergency Medical Services (EMS)	Amend - Leases	153A	4,214	
NGA-32	General Gov't Special Projects	Amend - Leases	155A	2,016	
NGA-32	CHIP	Amend - Leases	197A	2,816	

This amendment accounts for capital outlay and other financing sources associated with new leases as required by Governmental Accounting Standards Board (GASB) Statement No. 87. This amendment provides the budget authority to meet governmental accounting reporting requirements. See also GGA-30.					
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Increase capital outlay expenditures - EMS	153	5200000660	4,214	
Increase capital outlay expenditures - General Government Special Projects	155	5325160660	2,016	
Increase capital outlay expenditures - CHIP	197	5599023660	2,816	
Increase other financing source revenues - EMS	153	3917000000		4,214
Increase other financing source revenues - General Government Special Projects	155	3917000000		2,016
Increase other financing source revenues - CHIP	197	3917000000		2,816

**2023
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-33	Criminal Justice Fund	Amend - Automated Traffic Safety Cameras	156A	-	-	
NGA-33	Information Technology Reserve	Amend - Automated Traffic Safety Cameras	505A	120,000	120,000	

Council adopted Ordinance 3106-08 that authorized the use of automated traffic safety cameras to detect and record the image of stoplight violations. The implementation of these cameras is projected to increase customer interaction with Municipal Court. Phone calls, payments, hearings, processing of photo enforcement tickets, and foot traffic will substantially increase. This amendment proposes to increase the Information Technology Reserve Fund's expenditure budget by \$120,000 to implement nCourt, OCourt, and Laserfiche systems that will be used to process and store court files and documents electronically, as well as provide an option for online payments.

Decrease beginning fund balance - Criminal Justice Fund 156-000	156	3080000000	120,000	
Decrease ending fund balance - Criminal Justice Fund 156-000	156	5980000999		120,000
Increase beginning fund balance - Criminal Justice Fund 156-410	156	3080000410		120,000
Increase transfers out from Criminal Justice Fund 156 to Information Technology Reserve Fund 505	156	5000410550	120,000	
Increase M&O expenditures - Information Technology Reserve Fund 505	505	5140215xxx	120,000	
Increase charges for services revenues - Information Technology Reserve Fund 505	505	3488040215		120,000

	Department		Code	Rev	Exp	FB
NGA-34	Criminal Justice Fund	Downtown Security Grant	156A	187,500	187,500	

Snohomish County is providing the City of Everett \$187,500 of American Rescue Plan Act (ARPA) grant funds to be used for increased security in the greater downtown area, which has been negatively impacted by the COVID-19 pandemic. Increased patrols will be emphasized around emergency and cold weather shelters within downtown Everett that have additional security needs as well other high impact areas. The grant supports approximately six months of security services, beginning in August 2023. If any unspent funds remain at year-end, we will request a reappropriation in the first budget amendment of 2024.

Increase M&O expenditures - Criminal Justice Fund 156	156	5801000410	187,500	
Increase grant revenues - Criminal Justice Fund 156	156	3332100801		187,500

	Department		Code	Rev	Exp	FB
NGA-35	Criminal Justice Fund	Amend - JAG Grant	156A	39,544	39,544	

The Police department was awarded \$39,544 in Federal grant funding under the FY23 Edward Byrne Memorial JAG grant for the purchase of equipment and technology. The award funds will allow the department to purchase a new polygraph machine used in the performance of necessary functions to ensure ongoing commitment to investigate the highest degree of felony cases, as well as ensure we are hiring the most suitable applicants for our agency. This is a one-time cost of approximately \$11,260. Additionally, the award funds will be used for the purchase of a StarChase pursuit reduction technology system that is attached to officer vehicles and provide GPS-related technology to track a fleeing vehicle, thus reducing or eliminating the risk of officers pursuing at a high rate of speed. This is a pilot program that will be evaluated after one year. If it is proven to benefit the department's desired outcome, there will be an ongoing annual subscription fee of \$1,500. The full grant award allocation is \$39,544.

Increase grant revenue - Criminal Justice Fund 156	156	3311673874		39,544
Increase M&O expenditures - Criminal Justice Fund 156	156	5740000640	39,544	

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Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-36	Criminal Justice	Amend - Add 1.0 FTE Community Support Manager	155A	58,000	58,000	

This amendment proposes to add 1.0 FTE Community Support Manager to CPED's Community Support Division. This position does not yet exist in the proposed 2024 budget. We will be requesting a reappropriation of unspent funds in the first budget amendment of 2024 to carry this position forward. The Division grew from three to seven FTEs in 2023. The Community Support Manager will manage Division staff and work with the Police Department, Fire/EMS, and Library leadership to provide planning, direction, and coordination of staff, assistance in hiring, as well as provide guidance to mental health professionals, case managers, and community support team members. Additionally, this position represents the City in local, state, and federal programs and initiatives that further the City's behavioral health response.

In 2023, labor costs will be supported by a grant received from the Association of Washington Cities (AWC). Labor costs may also be supported by Congressional appropriations for Alternative Response, grants, and Behavioral Health Administrative Services Organization (BH-ASO) funding in the future. See also GGA-34.

Increase transfers out from Criminal Justice Fund 156 to CPED	155	5xxxxxxxxx	58,000	
Increase labor expenditures - CPED	155	3xxxxxxxxx		58,000

	Department		Code	Rev	Exp	FB
NGA-37	CDBG	Amend - CDBG Subrecipient and City Projects	198A	612,248	612,248	
NGA-37	CIP 3	Amend - CDBG Subrecipient and City Projects	154A	225,000	225,000	
NGA-37	Everett Transit	Amend - CDBG Subrecipient and City Projects	425A	225,000	225,000	

This amendment proposes to increase annual HUD Entitlement Grant Fund revenues and expenditures by \$612,248. ChildStrive, a subrecipient, was approved for a roof replacement estimated at \$168,257 (Resolution No. 7748). Construction expenses for completion required an increase of \$162,248 in funding due to an increase in market prices and change orders. An additional increase of \$450,000 is being requested to reflect the funding needed to support City projects (approved under Resolution No. 7879) estimated at \$450,000; with \$225,000 allocated to Transit for simme-seat installation at bus stops and \$225,000 allocated to Parks for pedestrian pathway improvements at Walter E. Hall Park. Expenses for City projects will be incurred within the department managing the project. Revenue to offset City expenses will pass through Fund 198 and transferred to appropriate departments. All funding used must benefit low/moderate income persons.

Increase grant revenues	198	3311421000		612,248
Increase transfers out - CIP 3	198	5970002550	225,000	
Increase transfers out - Everett Transit	198	5970001550	225,000	
Increase M&O expenditures - CDBG	198	5119000410	162,248	
Increase transfers in - CIP 3	154	3970000198		225,000
Increase construction expenditures - CIP 3	154	5354010550	225,000	
Increase transfers in - Everett Transit	425	3699000000		225,000
Increase construction expenditures - Everett Transit	425	5135010000	225,000	

	Department		Code	Rev	Exp	FB
NGA-38	Parks Reserve Fund	Amend - Deckman Property	148A	-	-	-

This amendment proposes to increase expenditure authority in Parks Reserve Fund 148 to pay for utility servies for the Madison Morgan rental house, also known as Deckman. The rental house will collect rental income in the future, however it is not generating revenue at this time.

Decrease beginning fund balance - Parks Reserve Fund 148	148	3080005000	7,000	
Increase beginning fund balance - Parks Reserve Fund 148	148	3080322000		7,000
Decrease ending fund balance - Parks Reserve Fund 148	148	5990000000005		7,000
Increase M&O expenditures - Parks Reserve Fund 148	148	5503220000470	7,000	

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	Department		Code	Rev	Exp	FB
NGA-39	Library Reserve Fund	Amend - Deli Case for Library's Coffee Shop	152A		10,495	(10,495)
<div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> This amendment proposes to increase expenditure authority to purchase a deli case for the Main Library's coffee shop. </div>						
Increase M&O expenditures - Library Reserve Fund 152			152	5790000640	10,495	
Decrease ending fund balance - Library Reserve Fund 152			152	5980000999		10,495



	Department		Code	Rev	Exp	FB
NGA-40	Real Property Reserve Fund	Amend - Stadium SEPA and Project Management	145A		1,151,821	(1,151,821)
<div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> This amendment proposes to increase the Real Property Reserve Fund's budget to pay professional services agreements with Shiels Oblatz Johnsen, Inc (SOJ) and Environmental Science Associates (ESA) for consulting services relating to the proposed stadium project project management and SEPA review. </div>						
Increase professional services			145	5626000943410	1,151,821	
Decrease ending fund balance			145	5980000000999		1,151,821



	Department		Code	Rev	Exp	FB
NGA-41	General Government Special Projects	Amend - 1% for the Arts Expenditure	155A		880	(880)
<div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> This amendment proposes to increase General Government Special Projects 1% for the Arts subfund expenditure to return arts fund previously received from construction project 342-034 Main Library HVAC Replacement. The project was never started and ultimately abandoned because the vendor did not meet the agreed upon service requirements. No other expenditure was spent on this project. The HVAC project has been rescheduled for 2024 at which point the 1% for the Arts funding will apply. </div>						
Increase transfers out - General Government Special Projects			155	5200201550	880	
Decrease ending fund balance - General Government Special Projects			155	5982100999		880



Project title: An Ordinance Relating to Animal Control, Amending Chapters 6.04 and 6.08 of the Everett Municipal Code

Council Bill # *interoffice use*

CB 2310-56

Agenda dates requested:

11/15/23, 11/29/23, 12/6/23

Briefing 11/29/2023

First Reading 11/15/2023

Consent

Action 12/6/2023

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Parks & Facilities

Animal Services

Legal

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Animal Control Code Update

Partner/Supplier: N/A

Location: N/A

Preceding action: Ordinance No. 3903-22

Fund: N/A

Fiscal summary statement:

No fiscal impact.

Project summary statement:

The attached ordinance amends Chapter 6.04 and 6.08 of the Everett Municipal Code and reflects changes to state law regarding animal control, including definitions and impound procedures. The updates are needed to keep the Everett Municipal Code consistent with state law.

Other changes are presented to keep our code consistent with neighboring communities and to reflect community values, including standards relating to livestock, small livestock, and consequences for unprovoked animal bites.

The ordinance also repeals the sunset provision in Section 10 of Ordinance No. 3903-22.

These changes are proposed after review by Animal Services staff, the Animal Shelter Advisory Board, and the City Attorney's Office.

Recommendation (exact action requested of Council):

Adopt an ordinance relating to animal control, amending chapters 6.04 and 6.08 of the Everett Municipal Code.



ORDINANCE NO. _____

An ORDINANCE Relating to Animal Control, AMENDING Chapters 6.04 and 6.08 EMC

WHEREAS,

- A. The 2023 State Legislature made revisions to State Law relating to animal control including definitions and impound procedures, and updates are needed to keep the Everett Municipal Code consistent with State Law.
- B. Other changes are also appropriate in order to keep our code consistent with neighboring communities and to reflect community values, including standards relating to livestock and consequences for unprovoked animal bites.
- C. The Everett City Council finds that the City should encourage, secure, and enforce those animal control measures deemed desirable and necessary for the protection of human health, safety, and welfare and to prevent injury to property and cruelty to animal life.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 10 of Ordinance No. 3903-22 is hereby repealed.

~~**Sunset provision.** This ordinance expires 12/15/2023 absent further action from Council, upon which time all amended sections shall revert back as if unamended herein.~~

Section 2. EMC 6.04.020, EMC 6.04.070, and EMC 6.04.090 are amended as follows, and a new section is added to Chapter 6.04 EMC to be codified as EMC 6.04.035, with strikeout text deleted and underlined text added:

6.04.020 Definitions.

As used in this chapter, the terms defined in this section shall have the defined meanings unless the context requires otherwise:

“Adult dog or cat” means any dog or cat over the age of six months.

“Animal” means any nonhuman mammal, bird, reptile or amphibian.

Animal at Large. Any animal off the property of its owner, unless restrained by leash, tether or other physical control device not to exceed eight feet in length and under the physical control of a responsible

person, whether or not the owner of such animal, or which enters upon the property of another person without authorization of that person, shall be deemed “at large.”

“Animal control” means the animal services division of the city of Everett, which includes the Everett animal shelter.

“Animal exhibition” means public display of any living animal in the promotion of entertainment, education, advertisement or any commercial enterprise.

Animal Kennel or Cattery. The three types of kennel or cattery are defined as follows:

1. “Hobby kennel or cattery” means any facility or residence where more than four, but less than eight, spayed or neutered dogs or spayed or neutered cats, or combinations thereof of cats and/or dogs, are kept, or harbored, for the enjoyment of the species only. In addition to the hobby kennel fee (see EMC 6.04.100), each dog and cat must be licensed individually at regular fees.
2. “Private kennel or cattery” means any facility or residence where more than two dogs or two cats of licensable age, or a combination of each in excess of two dogs and two cats and which cannot total more than eight animals (dogs and cats) are kept or harbored, which facility provides care, training of whatever nature, or breeding services, and does not have a business license related to the animal services. In addition to the private kennel fee, each dog and cat must be licensed individually at the regular fees set forth herein.
3. “Commercial kennel or cattery” means any owner or broker who keeps, leases, buys, barterers, or sells animals for gain; provides facilities for breeding, boarding, transporting, exhibiting, grooming, including bathing or their cosmetic care; or provides guard services. In addition to the commercial kennel or cattery license, each personal pet must be licensed individually at the regular fees set forth herein.

“Dog handler” means a law enforcement officer who has successfully completed training as prescribed by the Washington State Criminal Justice Training Commission in police dog handling.

“Euthanasia” means the putting to death of an animal in a humane manner.

“Exotic, wild or dangerous animal” means any member of the animal kingdom which is not commonly domesticated or which is not common to North America, or which, irrespective of geographic origin, is of a wild or predatory nature, or any domesticated animal which, because of its size, vicious nature or other similar characteristics, would constitute a danger to human life or property if not kept, maintained or confined in a safe and secure manner. Incorporated by reference here are the State Game Department regulations, principally the following: WAC 232-12-15, 232-12-030, 232-12-040, 232-12-050 and 232-12-060.

“Harboring” means allowing any animal to remain, be lodged, fed, or sheltered on the property one

owns, occupies or controls for more than twenty-four hours.

“Kitten” means any cat under the age of six months.

“Livestock” includes horses, mules, jackasses, cattle, sheep, llamas, goats, swine, and all ratites, which includes, but is not limited to, emus and ostriches. Except, livestock shall not mean miniature pot-bellied pigs as defined in this section.

“Manager” means the manager of the animal services division or designee.

“Miniature pot-bellied pig” means a type of swine commonly known as the North American Vietnamese, Chinese, or Asian pot-bellied pig (Sus scrofa vittatus) that is no more than 22 inches in height at the shoulder and no more than 150 pounds in weight.

“Minimum care” means care sufficient to preserve the physical and mental health and well-being of an animal and includes, but is not limited to, the following requirements:

1. Food of sufficient nutrition, quantity, and quality to allow for normal growth or maintenance of healthy body weight;
2. Open or adequate access to potable water of a drinkable temperature in sufficient quantity to satisfy the animal’s needs;
3. Shelter sufficient to protect the animal from wind, rain, snow, sun, or other environmental or weather conditions based on the animal’s species, age, or physical condition;
4. Veterinary or other care as may be deemed necessary by a reasonably prudent person to prevent or relieve in a timely manner distress from injury, neglect, or physical infirmity; and
5. Continuous access to an area:
 - a. With adequate space for exercise necessary for the physical and mental health and well-being of the animal. Inadequate space may be indicated by evidence of debility, stress, or abnormal behavior patterns;
 - b. With temperature and ventilation suitable for the health and well-being of the animal based on the animal’s species, age, or physical condition;
 - c. With regular diurnal lighting cycles of either natural or artificial light; and
 - d. Kept reasonably clean and free from excess waste, garbage, noxious odors, or other contaminants, objects, or other animals that could cause harm to the animal’s health and well-being.

“Owner” means any person or legal entity having a possessory property right in an animal or who harbors, cares for, exercises control over, or knowingly permits any animal to remain on premises occupied by the owner.

“Personal service” means: handing it to the owner’s attorney or to the owner; or leaving it at their office

with their clerk or other person in charge thereof, or, if there is no one in charge, leaving it in a conspicuous place therein; or, if the office is closed or the owner has no office, leaving it at their dwelling, house or usual place of abode with some person of suitable age and discretion then residing therein.

"Physical infirmity" includes, but is not limited to, starvation, dehydration, hypothermia, hyperthermia, muscle atrophy, restriction of blood flow to a limb or organ, mange or other skin disease, or parasitic infection.

"Physical injury" includes, but is not limited to, substantial physical pain, fractures, cuts, burns, punctures, bruises, or other wounds or illnesses produced by violence or by a thermal or chemical agent.

"Police dog" means a dog used by a law enforcement agency specially trained for law enforcement work and under the control of a dog handler.

"Proper shelter" means a structure with at least four walls, a roof, a floor which is raised off the ground, a door opening properly shielded from wind and rain, with size commensurate to the size of the inhabiting animal.

"Puppy" means any dog under the age of six months.

"Retail pet store" means a retail establishment open to the public and engaging in the business of offering for sale and/or selling dogs, cats, and/or rabbits, at retail.

"Serious physical injury or infirmity" means physical injury or physical infirmity that creates a substantial risk of death or that causes protracted disfigurement, protracted impairment of health, or protracted loss or impairment of the function of a limb or bodily organ.

"Service dog" or "service animal" has the same meaning as currently enacted or later amended in RCW 49.60.040(25).

"Spayed or neutered" means medically determined to be incapable of reproduction or when the physical condition of an animal is certified by a licensed veterinarian to be such as would prohibit performance of such medical procedure to render it unproductive.

"Small livestock" includes domesticated fowl and fur-bearing animals which are normally bred or maintained within pens, cages or hutches.

"Valid license" means a current tag from the jurisdiction in which the animal resides.



6.04.035 Miniature pot-bellied pigs, livestock, and small livestock.

A. The keeping of miniature pet-bellied pigs, livestock and small livestock in non-agriculturally zoned areas is for the personal use of the household only.

B. Miniature pot-bellied pigs are allowed to be kept within the city limits. No more than two such animals per household are permitted. Owners of miniature pot-bellied pigs must comply with the licensing provision of EMC 6.02.030 and pay the fees for the license as defined therein.

C. Livestock is not permitted in non-agriculturally zoned areas, with the exception of miniature goats and potbellied pigs, subject to:

1. Miniature breeds of goats include the following: pygmy, Nigerian dwarf and pygora or similar breeds (based on height and weight). Adult goats shall not exceed 25 inches measured from the withers or weigh more than 85 pounds. The wither is the ridge between the shoulder blades of the goat.

2. Up to three miniature goats may be kept on lots over 10,000 square-foot of a single-family residential dwelling unit. Nursing offspring may be kept until weaned, no longer than 12 weeks after birth.

3. Male goats must be neutered.

D. Small livestock is permitted in non-agriculturally zoned areas, subject to:

1. Chickens:

- i. Up to six chickens on lots up to 10,000 square feet
- ii. Up to eight chickens on lots 10,000 – 15,000 square feet
- iii. Up to ten chickens on lots 15,000 – 35,000 square feet
- iv. One additional chicken per 5000 square feet, for lots over 35,000 square feet

2. Other fowl (ducks, geese, turkeys, etc.):

- i. Peafowl are not permitted
- ii. Up to six fowl on lots up to 15,000 square feet
- iii. Up to eight fowl on lots 15,000 – 35,000 square feet
- iv. One additional fowl per 5000 square feet, for lots over 35,000 square feet

3. Other small livestock:

- i. Mink and foxes are not permitted.
- ii. Up to six rabbits on lots smaller than 10,000 square feet
- iii. Up to eight rabbits on lots 10,000 – 15,000 square feet
- iv. Up to ten rabbits on lots 15,000 – 35,000 square feet



- v. One additional rabbit per 5000 square feet, for lots over 35,000 square feet
- vi. Nursing offspring may be kept no longer than 12 weeks after birth.
- vii. At no time should the combined total number of small livestock exceed 12 animals per 10,000 square feet.

E. Grandparent Clause. Anyone with a current facilities license under this Chapter will be permitted to keep existing animals until the license expiration date, unless an animal control officer has probable cause that the owner is not complying with the owner's responsibilities specified in facilities permit regulations per EMC 6.04.050 and the Animal Control Manager, after reviewing such evidence, revokes the license per EMC 6.04.060.

6.04.070 Prohibited conduct.

A. Offenses Relating to Safety and Sanitation. It is unlawful for any person to:

1. Allow, as an owner of an animal, the accumulation of animal feces in any open area, run, cage or yard ~~wherein animals are kept~~ and to fail to remove or dispose of feces at least once every twenty-four hours;
2. Fail to remove the fecal matter deposited by the person's animal on public or private property of another before the owner and/or animal leaves the immediate area where the fecal matter was deposited;
3. Fail to have in the person's possession the equipment necessary to remove the person's animal's fecal matter when accompanied by said animal on public property or public easement;
4. Have possession or control of any animal sick or afflicted with any infectious or contagious disease and fail to provide treatment for such disease, or suffer or permit such diseased or infected animal to run at large, or come in contact with other animals, or drink at any public or common watering trough or stream accessible to other animals.
5. Owners of duly licensed "working dogs" are exempted from subsections (A)(2) and (3) of this section.

B. Offenses Relating to Control. It shall be unlawful for any person to:

1. Permit any animal to be at large. Exception: licensed domestic cats;
2. Permit a domestic cat to trespass upon the property of another in such a manner as to be a nuisance;
3. Permit an animal to be unattended on public premises, property or right-of-way except in those areas specifically designated to permit animals; animals must be confined to such restricted areas. Exception: licensed domestic cats, when not in conflict with subsection (B)(2) of this section;
4. Fail to keep every female dog or cat in heat confined in a building or secure enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding;
5. Be in possession of property and knowingly permit frequent, continuous or repetitive barking or noise made by any animal, which originates from the property, and which unreasonably disturbs or interferes with the peace, comfort and repose of property owners or possessors, except that such



sounds made in animal shelters or veterinary hospitals in compliance with this chapter at the time of the effective date of the amendatory ordinance codified in this section shall be exempt from this subsection;

6. Permit any animal to damage public property or the private property of another;

7. ~~Have possession or control of one or more roosters or peafowl. Under circumstances not amounting to a criminal charge, and in addition to the restrictions of Chapter 6.08 EMC and Chapter 16.08 RCW, permit any animal to bite or attack a person or other animal without provocation.~~

C. Offenses Relating to Cruelty. It shall be unlawful for any person to:

1. Abandon an animal by intentionally, knowingly, recklessly or with criminal negligence leaving a domesticated animal at a location without providing for the animal's continued care. It is no defense to abandonment to abandon an animal at or near an animal shelter, veterinary clinic or other place of shelter if reasonable arrangements for the care of the animal were not made by the person abandoning the animal;

2. Under circumstances not amounting to first degree animal cruelty as defined in RCW 16.52.205, fail to provide an animal with ~~minimum care as defined in 6.04.020 EMC. sufficient good and wholesome food and a constant source of clear potable water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and with humane care and treatment;~~

3. Leave an animal unattended for more than twenty-four consecutive hours;

4. Under circumstances not amounting to first degree animal cruelty as defined in RCW 16.52.205, or animal fighting as defined in RCW 16.52.117, beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal;

5. Give away any live animal as a prize for, or as an inducement to enter, any contest, game, or other competition, or as an inducement to enter a place of amusement; or offer such animals as an incentive to enter any business agreement whereby the offer was for the purpose of attracting trade. Violation of this subsection shall be a misdemeanor, punishable in accordance with subsection (F) of this section;

6. Fail, as the operator of a motor vehicle which strikes a domestic animal, to stop at once and render such assistance as may be possible and fail to immediately report such injury or death to the animal's owner; in the event that the owner cannot be ascertained and located, such operator shall at once report the accident to the Everett animal control or the Everett police department;

7. Lay out or expose any kind of poison or leave exposed any poisoned food or drink for animals, or any substance or fluid whatever, whereon or wherein there is or shall be deposited or mingled, any kind of poison or poisonous or deadly substance or fluid whatsoever, on the premises of another, or in any unenclosed place, or to aid or abet any person in so doing. Exception: This does not apply to the reasonable use of rodent or pest poison, insecticides, fungicides, or slug bait for their intended purposes;

8. Permit an animal exhibition or circus to perform in which animals are induced or encouraged to perform through the use of chemical, mechanical, electrical, or manual devices in a manner which will cause, or is likely to cause, physical injury or suffering;

9. ~~Reserved. Under circumstances not amounting to first degree animal cruelty as defined in RCW~~

~~16.52.205, confine, without adequate ventilation, any animal in any box, container or vehicle;~~

10. Under circumstances not amounting to first degree animal cruelty as defined in RCW 16.52.205, confine an animal within or on a motor vehicle at any location under such conditions as may endanger the health or well-being of the animal, including but not limited to extreme temperatures, lack of food or water, or confinement with a dangerous animal. Any animal control or peace officer is authorized to remove any animal from a motor vehicle, at any location, when the officer reasonably believes it is confined in such conditions as described above. Any animal so removed shall be delivered to the animal control shelter after the removing officer leaves written notice of such removal and delivery, including the officer's name, in a conspicuous, secure location on or within the vehicle;

10. Tease, tantalize or provoke any animal with the intent to cause fear or anger;

11. Under circumstances not amounting to first degree animal cruelty as defined in RCW 16.52.205, ~~keep tether or confine~~ any animal in such a manner or ~~in~~ such a place as to cause injury or pain or to endanger an animal, including reckless exposure to hazardous objects or substances, including but not limited to drugs such as fentanyl, methamphetamine, and heroin, or unsanitary and unhealthy environments. ; or to keep an animal in quarters that are injurious to the animal due to inadequate protection from heat or cold, or that are of insufficient size to permit the animal to move about freely;

12. Tether or confine an animal in such a manner that it can become entangled so that it cannot move freely, cannot reach shelter or water, or such that it can become entangled with another animal; the area where the animal is ~~kept tethered or confined~~ must be free of extraneous material that may cause it injury or illness (such as, but not limited to, glass, sharp metal, nails, etc.). Tether must be a minimum length of three times the length of the animal as measured from the tip of its nose to the base of its tail;

13. Transport an animal in or on a vehicle in such manner that it can exit the vehicle while it is in motion. The animal must be contained or secured in a manner so as to prevent the possibility of an inadvertent exit by the animal from the vehicle. It is further unlawful for any person to transport any living animal on the running board, fenders, hood, unrestrained in a convertible, in an unenclosed bed of a pickup or flatbed truck, or other outside part of any vehicle unless suitable harness, cage or enclosure is provided and so attached as to protect the animal from falling or being thrown therefrom;

14. Set out any ~~leg hold~~ traps in the city unless approved by animal control; except that this shall not apply to the reasonable use of rodent, insect, or slug traps for their intended purposes;

15. Except as provided in this subsection below, cut off more than one-half of the ear or ears of any domestic animal or cut off any part of the ear of a dog, devocalize a dog, or crop or cut off any part of the tail of a dog. Violation of this subsection shall be a misdemeanor, punishable in accordance with subsection (F) of this section. This section does not apply if the person performing the procedure is a licensed veterinarian utilizing accepted veterinary surgical protocols.

D. A retail pet store may not sell or offer for sale any dog, cat, or rabbit. A retail pet store may provide space and appropriate care for animals owned by a publicly operated animal control agency or nonprofit animal welfare organization for the purpose of adopting spayed or neutered dogs, cats or rabbits to the public. Violation of this subsection by any person or corporation shall be an infraction, punishable by a



fine of not more than two hundred fifty dollars per animal per day.

E. Offenses Relating to Misrepresenting an Animal as a Service Animal. It shall be unlawful for any person to:

1. It shall be an infraction punishable by a fine of not more than two hundred fifty dollars for any person to misrepresent an animal as a service animal. A violation of this section occurs when a person:

a. Expressly or impliedly represents that an animal is a service animal as defined in EMC 6.04.020 for the purpose of securing the rights or privileges afforded disabled persons accompanied by service animals set forth in this code, state or federal law; and

b. Knew or should have known that the animal in question did not meet the definition of a service animal.

2.

a. An animal control officer or police officer may investigate and enforce this section by making an inquiry of the person accompanied by the animal in question and issuing an infraction. Refusal to answer the questions allowable under subsection (E)(2)(b) of this section shall create a presumption that the animal is not a service animal, and the officer may issue an infraction and require the person to remove the animal from the place of public accommodation.

b. An animal control officer or police officer or place of public accommodation shall not ask about the nature or extent of a person's disability, but may make two inquiries to determine whether an animal qualifies as a service animal. An officer or place of public accommodation may ask if the animal is required because of a disability and what work or task the animal has been trained to perform. An officer or place of public accommodation shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal, or require that the service animal demonstrate its task. Generally, an officer or place of public accommodation may not make these inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for a person with a disability, such as a dog is observed guiding a person who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to a person with an observable mobility disability.

F. Unless otherwise provided, violation of any provision of subsection (C) of this section shall constitute a gross misdemeanor, punishable by up to three hundred sixty-four days of jail and a five thousand dollar fine.

The sentence imposed for a misdemeanor or gross misdemeanor violation of subsection (C) of this section shall be in accordance with RCW 16.52.200, which is incorporated herein by reference as currently enacted or later amended, except as follows: The civil penalties under RCW 16.52.200(7) and (8) for convictions under subsection (C) of this section shall be payable to the Everett animal control's EMC 3.04.130 cumulative reserve fund for animal control.

6.04.090 Shelter operation—Impoundment procedures—Release and disposal.



A. Shelter Operations.

1. The manager shall operate, maintain or provide an adequate facility to receive and care for any animal delivered to the manager's custody for disposition under provisions of this chapter, which facility shall be accessible to the public during reasonable hours for the conduct of necessary business concerning impounded animals.

2. The shelter will accept animals from outside the city if the city has a written agreement with the government agency responsible for the geographic area from which the animal came. The city shall charge such government agency a per animal fee for handling animals brought to the shelter from its geographic area. The city shall charge the per animal fee irrespective of whether the animal was delivered by an employee of the government agency, a resident of the geographic area from which the animal came, or anyone else.

B. Any animal may be impounded and held at the shelter when it is the subject of a violation of ~~this chapter~~ Title 6 EMC, when an animal requires protective custody and care for mistreatment or neglect by its lawful owner, or when otherwise ordered impounded by a court.

C. An animal is deemed to be impounded from the time the manager or the manager's designee, including Everett police personnel and contracted agents such as on-call veterinarian hospitals, takes physical custody of such animal.

D. The manager or any animal control officer or police officer may enter the private unenclosed property of another, with or without warrant, when in hot pursuit, to take possession of any animal observed at large.

E. Any person who finds and harbors a dog or cat, which is not lawfully their property and/or without knowing the animal owner's identity, shall notify the animal control shelter and furnish a description of the animal. The finder may surrender the animal to the animal control shelter or retain its possession, subject to demand of the manager of animal control. Records of reported findings shall be retained by the manager and made available to public inspection. If, within thirty days of the finding report made to animal control, no person makes claim upon the finder for return of the animal, the finder who retains possession shall obtain a license as required in this chapter and thus shall become the legal owner.

F. Impoundment is subject to the following holding period and notice requirements:

1. Any animal wearing a current license tag from a jurisdiction within the state shall be held for one hundred forty-four hours (six days) from time of impoundment; the impounding officer shall make reasonable effort by telephone to give notice of impoundment to the owner and, if unsuccessful, shall mail written notice to the last known address of the owner advising of the impoundment and the date by which redemption must be made.

2. Any animal not wearing a current license shall be held for seventy-two hours (three days) from time of impoundment before any disposition may be made of such animal.



3. Litters of kittens and puppies, brought in as abandoned, may be disposed of immediately upon custody, at the discretion of the manager.

4. Animals held for periods prescribed in this section, and not redeemed by the owner, shall become the property of the city.

5. Animals delivered for impoundment by a peace officer who removed such animal from possession of a person in custody of the peace officer shall be held for the period prescribed in subsection (F)(1) of this section.

G. Impoundment and Disposition of Animals.

1. Any impounded animal shall be released to the owner upon payment of impoundment, care and license fees unless in the discretion of the manager or the manager's designee there is an ongoing investigation of a violation of this chapter or state law. The manager or the manager's designee may release the animal to the owner's authorized representative; full identification of the owner and their authorized representative must be provided to animal control prior to release.

2. Notwithstanding the provisions of subsection (G)(1) of this section, no impounded animal shall be released to the owner until the owner establishes that any penalties, fines or forfeitures owed by the owner for violation of this chapter have been satisfied.

3. Any animal held for the prescribed period and not redeemed by its owner, and which is neither dangerous nor unhealthy, may be released for adoption, subject to the following conditions:

- a. The adoptive owner agrees to furnish proper care to the animal in accord with this chapter;
- b. Payment of required fees, including any medical care costs incurred during impoundment;

and

c. All animals will be altered (i.e., spayed or neutered) prior to completion of the adoption process. This includes receipt of all applicable fees.

4. There are four exceptions to the mandatory spay and neuter requirement.

a. The first exception is for unaltered animals that are temporarily housed at the shelter and returned to their owners.

b. The second exception is for kittens under eight weeks of age weighing less than two pounds, puppies under six weeks of age, or kittens and puppies who are unhealthy to safely spay and/or neuter. Shelter staff has the option of (i) if shelter space is available, caring for these animals until they can be safely altered; (ii) releasing them to a rescue group as noted in subsection (G)(4)(d) of this section; or (iii) euthanizing them.

c. The third exception is for animals that have a medical condition that makes it dangerous to undergo a spay or neuter surgery. These animals will be subject to the same options as outlined in subsection (G)(4)(b) of this section.

d. The fourth exception is for unaltered animals that are transported to and adopted out by other agencies. This option may include animals described in subsection (G)(4)(b) and/or (G)(4)(c) of this section. It will be the responsibility of the agency to spay and/or neuter these animals. Unaltered animals will not be released to agencies that do not require the animals to be altered prior to or upon adoption.

5. Administration shall decide the most cost-effective means to spay and neuter animals prior to adoption.

6. The owner of any animal retained at the shelter pending legal action pertaining to violations of this chapter and/or other judicial actions or hearings, pertaining to the owner's ownership/responsibilities regarding the animal, shall be liable for all fees prescribed by fee schedule, upon conviction.

7. The manager shall dispose of animals held for the prescribed period without redemption or adoption only by means of euthanasia; provided, however, that irrespective of any prescribed holding period the manager, upon advice of a licensed veterinarian, may immediately dispose of any sick or injured impounded animal by euthanasia.

8. The decision of whether to release an animal to an individual for the purposes of adoption shall be discretionary with the manager or the manager's designee. In making the determination the manager or the manager's designee shall base the decision on what is in the best interest of the animal and what is in the best interest of public safety. Factors which shall be considered include, but are not limited to, the age of the individual requesting adoption, the premises where the animal will be kept, condition, size and/or temperament of the animal. Dogs which have been declared dangerous under the provisions of Chapter 6.08 EMC or Chapter 16.08 RCW, or potentially dangerous under the provisions of Chapter 6.08 EMC, will not be available for adoption.

H. Removal of Animals for Feeding and Care.

1. If a law enforcement officer or animal control officer has probable cause to believe that an owner of a domestic animal has violated EMC 6.04.070(C) or Chapter 16.52 RCW, or a person owns, cares for, or resides with an animal in violation of an order issued under EMC 6.04.070(D) or 6.04.140 or RCW 16.52.200(4), or is in possession of an animal in violation of a court order from any jurisdiction due to a prior criminal animal cruelty conviction, ~~and no responsible person can be found to assume the animal's care, the officer, after obtaining a may authorize, with a warrant, may enter the premises where the animal is located and seize the animal. the removal of the animal to the shelter or other suitable place for feeding and care. In determining what is a suitable place, the officer shall consider the animal's needs, including its size and behavioral characteristics. An officer may remove an animal under this subsection without a warrant only if the animal is in an immediate life-threatening condition.~~

2. If a law enforcement officer or an animal control officer has probable cause to believe an animal is in imminent danger or is suffering serious physical injury or infirmity, or needs immediate medical attention, ~~a violation of EMC 6.04.070(C) or Chapter 16.52 RCW has occurred,~~ the officer may ~~authorize an examination of a domestic animal allegedly neglected or abused in violation of EMC 6.04.070(C) or Chapter 16.52 RCW by a veterinarian to determine whether the level of neglect or abuse in violation of EMC 6.04.070(C) or Chapter 16.52 RCW is sufficient to require removal of the animal. This section does not condone illegal entry onto private property. enter onto private property without a warrant to:~~

a. Render emergency aid to the animal; or

b. Seize the animal without a warrant. Any animal seized without a warrant shall immediately be



brought to a veterinarian licensed in the state of Washington to provide medical attention and to assess the health of the animal.

3. A law enforcement officer or an animal control officer is not liable for any damages for entry onto private property without a warrant under this section, provided that the officer does not use any more force than is reasonably necessary to enter upon the property and remove the animal.

4.3.—The owner from whom the animal was seized shall be provided with notice of the right to petition for immediate return of the animal and shall be afforded an opportunity to petition for such a civil hearing before the animal is deemed abandoned and forfeited. Any owner whose domestic animal is seized removed pursuant to EMC 6.04.070, EMC 6.08.045 or Chapter 16.52 RCW shall, within 72 hours following the seizure, be given written notice of the circumstances of the removal and notice of legal remedies available to the owner. The notice shall be given by posting at the place of seizure, by delivery to the last known or suspected owner in person or a person residing at the place of seizure, or by registered mail if the owner is known to the last known or suspected owner. In making the decision to remove an animal pursuant to EMC 6.04.070 or Chapter 16.52 RCW, the officer shall make a good faith effort to contact the animal's owner before removal. Such notice shall include:

a. The name, business address, and telephone number of the law enforcement agency or animal care and control agency responsible for seizing the animal;

b. A description of the seized animal;

c. The authority and purpose for the seizure, including the time, place, and circumstances under which the animal was seized;

d. A statement that the owner is responsible for the cost of care for the animal who was lawfully seized, and that the owner will be required to post a bond payable to the Everett animal control's EMC 3.04.130 cumulative reserve fund for animal control to defray the cost of minimum care within 14 calendar days of the seizure or the animal will be deemed abandoned and forfeited; and

e. A statement that the owner has a right to petition the Everett Municipal Court for a civil hearing for immediate return of the animal and that in order to receive a hearing, the owner or owner's agent must request the civil hearing by signing and returning to the court an enclosed petition within 14 calendar days after the date of seizure. The enclosed petition must be in substantially the same form as set forth in subsection 13 of this section.

4. —The manager or the manager's designee may euthanize the animal or may find a responsible person to adopt the animal not less than fifteen business days after the animal is taken into custody. The manager or the manager's designee may euthanize severely injured, diseased, or suffering animals at any time. An owner may prevent the animal's destruction or adoption by:

a. —Petitioning the Everett municipal court for the animal's immediate return subject to court-imposed conditions, or

b. —Posting a bond or security payable to the Everett animal control's EMC 3.04.130 cumulative reserve fund for animal control in an amount sufficient to provide for the animal's care for a minimum of thirty days from the seizure date. If the city still has custody of the animal when the bond or security expires, the animal shall become the city's property unless the court orders an alternative disposition. If a court order prevents the city from assuming ownership and the city continues to care for the animal,

~~the court shall order the owner to post or renew a bond or security for the city's continuing costs for the animal's care. When a court has prohibited the owner from owning, caring for, or residing with an animal under EMC 6.04.070 or 6.04.140 or RCW 16.52.200(4) or similar statute or ordinance, the city may assume ownership upon seizure and the owner may not prevent the animal's destruction or adoption by petitioning the court or posting a bond.~~

~~5. If no criminal case is filed within fourteen business days of the animal's removal, the owner may petition the Everett municipal court for the animal's return. The petition shall be filed with the court. Copies of the petition must be served on the animal shelter and the prosecuting attorney. If the court grants the petition, the animal must be surrendered to the owner at no cost to the owner. If a criminal action is filed after the petition is filed but before the hearing on the petition, then the petition shall be joined with the criminal matter.~~

~~6. In a motion or petition for the animal's return before a trial, the burden is on the owner to prove by a preponderance of the evidence that the animal will not suffer future neglect or abuse and is not in need of being restored to health.~~

5. a. When an animal is seized pursuant to this section, the owner shall post a bond payable to the Everett animal control's EMC 3.04.130 cumulative reserve fund for animal control in an amount sufficient to provide minimum care for each animal seized for 30 days, including the day on which the animal was taken into custody, regardless of whether the animal is the subject of a criminal charge. Such bond shall be filed with animal control within 14 calendar days after the day the animal is seized.

b. i. If an owner fails to post a bond by 5:00 p.m. on the 14th calendar day after the day the animal was seized as required under this section, the animal is deemed abandoned and the owner's interest in the animal is forfeited to animal control by operation of law in accordance with the notice provided in subsection (4) of this section.

ii. A petition required by subsection (4)(e) of this section may be filed in Everett Municipal Court concerning any animal seized pursuant to this section. Copies of the petition must be served on animal control and the prosecuting attorney.

iii. An owner's failure to file a written petition by 5:00 p.m. on the 14th calendar day after the day the animal was seized shall constitute a waiver of the right to file a petition under this subsection and the animal is deemed abandoned and the owner's interest in the animal is forfeited to the city by operation of law unless a bond has been posted pursuant to this subsection (5). The court may extend the 14-day period to file a written petition by an additional 14 calendar days if the petitioner did not have actual notice of the seizure and the court finds, on the record and in writing, that there are exceptional and compelling circumstances justifying the extension.

c. i. Upon receipt of a petition pursuant to (b) of this subsection, the court shall set a civil hearing on the petition. The hearing shall be conducted within 30 calendar days after the filing of the petition.

ii. At the hearing requested by the owner, the rules of civil procedure shall apply and the respondent shall have the burden of establishing probable cause to believe that the seized animal was subjected to a violation of this chapter. The owner shall have an opportunity to be heard before the court makes its final finding. If the court finds that probable cause exists, the court shall order the owner to post a bond as required by this subsection (5) within 72 hours of the hearing, and if the owner fails to do so, the

seized animal is deemed abandoned and the owner's interest in the animal is forfeited to the city by operation of law. If the respondent does not meet its burden of proof, the court may order the animal returned to the owner at no cost to the owner, subject to conditions set by the court. If the court orders the return of an animal to the owner, the court may also order:

A. Reasonable attorney fees for the owner; and

B. A full refund of the bond posted pursuant to this subsection (5) by the owner for the care of the animal.

d. i. If a bond has been posted in accordance with this subsection (5), subsequent court proceedings shall be given court calendar priority so long as the animal remains in the custody of the city and the city may draw from the bond the actual reasonable costs incurred by the city in providing minimum care to the animal from the date of seizure to the date of final disposition of the animal in the criminal action.

ii. At the end of the time for which expenses are covered by the bond, if the owner seeks to prevent disposition of the animal by the custodial agency, the owner shall post a new bond with animal control within 72 hours following the prior bond's expiration. If an owner fails to post or renew a bond as required under this subsection (5), the animal is deemed abandoned and the owner's interest in the animal is forfeited to the city by operation of law.

e. For the purposes of this subsection (5), "animal" includes all unborn offspring of the seized animal and all offspring of the seized animal born after the animal was seized.

6. When an animal is seized from a person prohibited from owning, caring for, possessing, or residing with animals under RCW 16.52.200 or an order issued pursuant to Chapter 6.04 EMC, Chapter 6.08 EMC, RCW 16.52.200, 16.52.205 or 16.52.207, or similar statute, the animal is immediately and permanently forfeited by operation of law to the city and no court action is necessary.

7. If an animal is forfeited to the city according to the provisions of this section, the city may place the animal with a new owner; provided that the city may not place the animal with anyone who lives in the same household as the former owner.

8. The city may authorize a veterinarian or veterinary technician licensed in the state of Washington or a certified euthanasia technician certified in the state of Washington to euthanize a seized animal for humane reasons at any time if the animal is severely injured, sick, diseased, or suffering.

9. Nothing in this chapter shall be construed to prevent the voluntary, permanent relinquishment of any animal by its owner to the city or other agency. Voluntary relinquishment has no effect on the criminal charges that may be pursued by the appropriate authorities.

10. Nothing in this chapter requires court action for taking custody of, caring for, and properly disposing of stray, feral, at-large, or abandoned animals, or wild animals not owned or kept as pets or livestock, as lawfully performed by the city.

11. 7.— Any authorized person caring for, treating, or attempting to restore an animal to health under this section shall not be civilly or criminally liable for such action.

12. The provisions of this section are in addition to, and not in lieu of, the provisions of EMC 6.04.070, 6.04.140, 6.08.050, or RCW 16.52.200.



13. A petition for a civil hearing for the immediate return of a seized animal shall be in a form substantially similar to the following:

"IN THE EVERETT MUNICIPAL COURT
OF THE STATE OF WASHINGTON IN AND FOR
THE COUNTY OF SNOHOMISH

....., No.

Petitioner,

vs. PETITION FOR

..... RETURN OF SEIZED

Respondent ANIMALS

PARTIES/JURISDICTION

(a)(i) That Petitioner is, and at all relevant times herein was, a resident of (county of residence) County, Washington.

(ii) That Respondent is, and at all relevant times herein was, an agent, contractor, or political subdivision of the City of Everett, State of Washington.

(iii) That Petitioner's animal/animals were seized by Respondent in Everett, Snohomish County, Washington.

(iv) That this Court has jurisdiction over the subject matter and the parties hereto.

FACTS

(b)(i) That upon seizure of (number and type of animals) such animals were placed in the care and custody of the Respondent on (date of seizure).

(ii) That on or about (date on notice) the Respondent issued a seizure, bond, and forfeiture notice under EMC 6.04.090(H), a true and correct copy of said notice and accompanying attachments is attached hereto and incorporated herein as Exhibit A (attach a copy of the notice of seizure to this petition).

(iii) That pursuant to such notice, Petitioner herein files this petition for the immediate return of all such seized animals pursuant to EMC 6.04.090(H).

PRAYER

(c) Petitioner prays that this Court grant said petition and order the immediate return of Petitioner's aforementioned animals to Petitioner's care and custody.

DATED the ... day of,

By:

Petitioner (Signature)

Section 3. EMC 6.08.045 is amended as follows, with strikeouts deleted and underlining added:

6.08.045 Dangerous and potentially dangerous dogs—Confiscation.

A. Any dangerous dog shall be immediately confiscated by Everett animal control if the:

1. Dog is not validly registered under this chapter or RCW 16.08.080;
2. Owner does not secure the liability insurance coverage required under this chapter or RCW 16.08.080;
3. Dog is not maintained in the proper enclosure; or
4. Dog is outside of the dwelling of the owner, or outside of the proper enclosure and not under physical restraint of the responsible person.

B. The owner must pay the costs of confinement and control to Everett animal control if the dog is confiscated. Everett animal control must serve notice upon the dog owner in person or by regular and certified mail, return receipt requested, specifying the reason for the confiscation of the dangerous dog, that the owner is responsible for payment of the costs of confinement and control, and that the dog will be destroyed in an expeditious and humane manner if the deficiencies for which the dog was confiscated are not corrected within twenty days. The animal control authority shall destroy the confiscated dangerous dog in an expeditious and humane manner if any deficiencies required by this subsection are not corrected within twenty days of notification. In addition, the owner shall be guilty of a gross misdemeanor punishable in accordance with Section 6.08.050.

C. Under circumstances not rising to severe injury or death under EMC 6.08.045(E), if a potentially dangerous dog of an owner with a prior criminal conviction under this chapter or Chapter 16.08 RCW, or prior violation of EMC 6.04.070(B)(7), attacks or bites a person or another domestic animal, the dog's owner is guilty of a gross misdemeanor. It is an affirmative defense that the defendant must prove by a preponderance of the evidence that he or she was in compliance with the requirements for ownership of a potentially dangerous dog pursuant to this chapter or Chapter 16.08 RCW and the person or domestic animal attacked or bitten by the defendant's dog trespassed on the defendant's real or personal property or provoked the defendant's dog without justification or excuse. In addition, the potentially dangerous dog may be immediately confiscated by an animal control authority and impounded pursuant to EMC 6.04.090.

D. If a dangerous dog of an owner with a prior conviction under this chapter or Chapter 16.08 RCW, or prior violation of EMC 6.04.070(B)(7), attacks or bites a person or another domestic animal, the dog's owner is guilty of a Class C felony, punishable in accordance with RCW 9A.20.021. It is an affirmative defense that the defendant must prove by a preponderance of the evidence that he or she was in compliance with the requirements for ownership of a dangerous dog pursuant to this chapter or Chapter 16.08 RCW and the person or domestic animal attacked or bitten by the defendant's dog trespassed on the defendant's real or personal property or provoked the defendant's dog without justification or excuse. In addition, the dangerous dog shall be immediately confiscated by an animal control authority, placed in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.



ED. The owner of any dog that aggressively attacks and causes severe injury or death of any human, whether the dog has previously been declared potentially dangerous or dangerous, shall, upon conviction, be guilty of a Class C felony punishable in accordance with RCW 9A.20.021. It is an affirmative defense that the defendant must prove by a preponderance of the evidence that the human severely injured or killed by the defendant's dog: (1) trespassed on the defendant's real or personal property which was enclosed by fencing suitable to prevent the entry of young children and designed to prevent the dog from escaping and marked with clearly visible signs warning people, including children, not to trespass and to beware of the dog; or (2) provoked the defendant's dog without justification or excuse on the defendant's real or personal property which was enclosed by fencing suitable to prevent the entry of young children and designed to prevent the dog from escaping and marked with clearly visible signs warning people, including children, not to trespass and to beware of the dog. In such a prosecution, the state has the burden of showing that the owner of the dog either knew or should have known that the dog was potentially dangerous as defined in this chapter or Chapter 16.08 RCW. The state may not meet its burden of proof that the owner should have known the dog was potentially dangerous solely by showing the dog to be a particular breed or breeds. In addition, the dog shall be immediately confiscated by an animal control authority, quarantined, and upon conviction of the owner destroyed in an expeditious and humane manner.

FE. Any potentially dangerous dog or dangerous dog may be immediately seized and impounded by Everett animal control if an Everett animal control officer has probable cause to believe that the owner has failed to comply with the conditions or restrictions of this chapter or imposed by the animal control authority. Such impoundment shall be subject to the procedures of Section 6.04.090.

Section 4. The following is provided for reference and may not be complete:

EMC Amended/Repealed by this Ordinance	Ordinance History of EMC Amended/Repealed by this Ordinance
EMC 6.04.020	(Ord. 3903-22 § 1, 2022; Ord. 3228-11 § 1, 2011; Ord. 2684-03 § 1, 2003; Ord. 2394-99 § 1, 1999; Ord. 1810-91 § 2, 1991.)
EMC 6.04.070	(Ord. 3903-22 § 4, 2022; Ord. 3236-11 § 9, 2011; Ord. 2873-05 § 1, 2005; Ord. 2394-99 § 6, 1999; Ord. 2091-95 § 1, 1995; Ord. 1810-91 § 7, 1991.)
EMC 6.04.090	(Ord. 3903-22 § 5, 2022; Ord. 3228-11 § 2, 2011; Ord. 2684-03 § 3, 2003; Ord. 2394-99 § 7, 1999; Ord. 1815-91 § 9, 1991.)
EMC 6.08.045	(Ord. 3705-19 § 8, 2019; Ord. 2782-04 § 5, 2004; Ord. 2393-99 § 9, 1999.)

Section 5. 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, text and font styles and colors, section/subsection numbers, and any internal references.

Section 6. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 7. 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 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

An ordinance relating to Animal Control, amending Chapters 6.04 and 6.08 of the Everett Municipal Code

December 6, 2023

Glynis Frederiksen, Animal Services Manager



Background and Objectives

- Repeal sunset provision
- Reflect community values
- Incorporate state law changes



Livestock

Prohibit livestock in non-agricultural areas **except:**

- Pot-bellied pigs
- Miniature goats



Small Livestock

- Chickens, other fowl
- Rabbits
- Prohibit mink, foxes



Animal Bites and Attacks

- New consequences for bites
- Civil forfeiture process



2023 State Law Revisions

- New definitions
- Animal cruelty impound and holding procedure



Questions?



Project title: An ordinance relating to updating the Everett Municipal Criminal Code, Title 10 amending EMC 10.02.265, 10.18.025, 10.23.050, and 10.78.110 and creating new sections of EMC 10.16 and EMC 10.78.

Council Bill # *interoffice use*

CB 2311-64

Agenda dates requested:

12/06, 12/13, 12/20

Briefing 12/06

Proposed action 12/13

Consent

Action 12/20

Ordinance X

Public hearing

Budget amendment:

PowerPoint presentation:

Attachments:

Ordinance

Department(s) involved:

Legal

Contact person:

Lacey Offutt

Phone number:

425-257-8528

Email:

loffutt@everettwa.gov

Initialed by:

DH

Department head

Administration

Council President

Project: An ordinance relating to updating the Everett Municipal Criminal Code

Partner/Supplier: NA

Location: Everett, WA

Preceding action: NA

Fund: NA

Fiscal summary statement:

NA

Project summary statement:

This ordinance will update and amend several sections of the Everett Municipal Criminal Code, Title 10, adopting by reference several state law updates in order to bring the EMC into parity with state law. Specifically, the ordinance updates the legal definition of "unlawful harassment," updates and adopts the crime of Cyber Harassment, updates the law regarding the Possession of Dangerous Weapons on School Facilities, adopts the crime of Possession of Dangerous Weapons on a Childcare (i.e. daycare or preschool) Premises, and adopts criminal penalties for the crime of Hazing consistent with state law.

Recommendation (exact action requested of Council):

Adopt an ordinance amending EMC 10.02.265, 10.18.025, 10.23.050, and 10.78.110 and creating new sections of EMC 10.16 and EMC 10.78.



ORDINANCE NO. _____

An ORDINANCE Relating to the Everett Municipal Criminal Code, Title 10 EMC; amending EMC 10.02.265, 10.18.025, 10.23.050, and 10.78.110; and creating new sections of Chapter 10.16 EMC and Chapter 10.78 EMC.

WHEREAS,

- A. The Washington State Legislature from time-to-time amends and updates various criminal laws of the State of Washington.
- B. The Everett Municipal Court enjoys exclusive original jurisdiction over all criminal violations of duly adopted city ordinances, per RCW 3.50.020.
- C. The City of Everett may adopt state law via city ordinance into the city code and therefore exercise original jurisdiction over criminal behavior occurring within the city limits of Everett.
- D. The Everett City Council deems it appropriate to adopt the revisions proposed herein to keep the Everett Municipal Code consistent with State Law in relation to enforcement of criminal violations of the affected sections.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. EMC 10.02.265 is amended as follows:

“Unlawful harassment” means a knowing and willful course of conduct directed at a specific person which seriously alarms, annoys, ~~harasses~~ torments, or is detrimental to such person, and which serves no legitimate or lawful purpose. ~~The course of conduct shall be such as would cause a reasonable person to suffer substantial emotional distress, and shall actually cause substantial emotional distress to the petitioner, or, when the course of conduct is contact by a person over age eighteen that would cause a reasonable parent to fear for the well-being of their child.~~

Section 2. EMC 10.18.025 is amended as follows:

10.18.025 Cyberstalking Harassment.

A. RCW 9A.90.120, as currently enacted or later amended, is adopted by reference as if set forth in full herein.

~~A. A person is guilty of cyberstalking if he or she, with intent to harass, intimidate, torment, or embarrass any other person, and under circumstances not constituting telephone harassment, makes an electronic communication to such other person or a third party:~~

- ~~1. Using any lewd, lascivious, indecent, or obscene words, images or language, or suggesting the commission of any lewd or lascivious act;~~
 - ~~2. Anonymously or repeatedly, whether or not conversation occurs; or~~
 - ~~3. Threatening to inflict injury on the person or property of the person called or any member of his or her family or household.~~
- B. ~~Cyberstalking harassment~~ is a gross misdemeanor, except as provided in RCW ~~9A.90.120(2)(b) 9.61.260(3)~~ as now or hereafter amended.
- C. ~~For purposes of this chapter, “electronic communication” means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means. “Electronic communication” includes, but is not limited to, electronic mail, Internet-based communications, pager service, and electronic text messaging.~~

Section 3. EMC 10.23.050 is amended as follows:

As used in this chapter, “harassment” may include but is not limited to any of the following crimes:

- A. Harassment (Chapter 10.23 EMC);
- B. Telephone harassment (EMC 10.18.010);
- C. Assault (EMC10.16.010);
- D. Reckless endangerment (EMC 10.16.020);
- E. Coercion (EMC10.16.040);
- F. Criminal trespass in the first degree (EMC10.68.030);
- G. Criminal trespass in the second degree (EMC 10.68.040);
- H. Criminal mischief (EMC 10.66.040);
- I. Interference with property (EMC 10.66.020);
- J. Stalking (EMC 10.16.050);
- K. ~~Cyberstalking harassment~~ (EMC 10.18.025);
- L. Disclosing intimate images (EMC 10.18.027);
- M. Violation of a temporary, permanent, or final protective order issued pursuant to Chapter 7.90, 7.105, 9A.46, 10.14, 10.99, 26.09, or 26.50 RCW.

Section 4. EMC 10.78.110 is amended as follows:

RCW 9.41.280, as currently enacted or later amended, is adopted by reference as if set forth in full herein. For the purposes of this section, the definitions of RCW 9.41.010, as now or hereafter amended, shall apply.

- A. ~~It is unlawful for a person to carry onto, or to possess on, public or private elementary or secondary school premises, school-provided transportation, or areas of facilities while being used exclusively by public or private schools:~~
- ~~1. Any firearm;~~
 - ~~2. Any other dangerous weapon as defined in RCW 9.41.250 as now or hereafter amended;~~



~~3. Any device commonly known as “nunchucks,” consisting of two or more lengths of wood, metal, plastic, or similar substance connected with wire, rope, or other means;~~
~~4. Any device, commonly known as “throwing stars,” which are multipointed, metal objects designed to embed upon impact from any aspect; or~~
~~5. Any air gun, including any air pistol or air rifle, designed to propel a BB, pellet, or other projectile by the discharge of compressed air, carbon dioxide, or other gas.~~
~~B. Any such person violating subsection A of this section is guilty of a gross misdemeanor. If any person is convicted of a violation of subsection (A)(1) of this section, the person shall have his or her concealed pistol license, if any, revoked for a period of three years. Anyone convicted under this subsection is prohibited from applying for a concealed pistol license for a period of three years. The court shall send notice of the revocation to the Department of Licensing, and the city, town, or county which issued the license.~~
~~C. Subsection A of this section does not apply to:~~
~~1. Any student or employee of a private military academy when on the property of the academy;~~
~~2. Any person engaged in military, law enforcement, or school district security activities;~~
~~3. Any person who is involved in a convention, showing, demonstration, lecture, or firearms safety course authorized by school authorities in which the firearms of collectors or instructors are handled or displayed;~~
~~4. Any person while the person is participating in a firearms or air gun competition approved by the school or school district;~~
~~5. Any person in possession of a pistol who has been issued a license under RCW 9.41.070, or is exempt from the licensing requirement by RCW 9.41.060, while picking up or dropping off a student;~~
~~6. Any nonstudent at least eighteen years of age legally in possession of a firearm or dangerous weapon that is secured within an attended vehicle or concealed from view within a locked unattended vehicle while conducting legitimate business at the school;~~
~~7. Any nonstudent at least eighteen years of age who is in lawful possession of an unloaded firearm, secured in a vehicle while conducting legitimate business at the school; or~~
~~8. Any law enforcement officer of the federal, state, or local government agency.~~
~~D. Subsections (A)(3) and (A)(4) of this section do not apply to any person who possesses nunchucks, throwing stars, or other dangerous weapons to be used in martial arts classes authorized to be conducted on the school premises.~~
~~E. Except as provided in subsections (C)(2), (C)(3), (C)(6) and (C)(8) of this section, firearms are not permitted in a public or private school building.~~
~~F. “GUN-FREE ZONE” signs shall be posted around school facilities giving warning of the prohibition of the possession of firearms on school grounds.~~

Section 5. Chapter 10.78 EMC is amended to add the following section:

EMC 10.78.XXX

Possessing Dangerous Weapons on Child Care Premises – Penalty – Exceptions.

RCW 9.41.282, as currently enacted or later amended, is adopted by reference as if set forth in full herein. For the purposes of this section, the definitions of RCW 9.41.010, as now or



hereafter amended, shall apply.

Section 6. Chapter 10.16 EMC is amended to add the following section:

EMC 10.16.XXX

Hazing.

RCW 28.B.10.901, as currently enacted or later amended, is adopted by reference as if set forth in full herein. For the purposes of this section, the definitions of RCW 28.10.016 and RCW 28B.10.901, as now or hereafter amended, shall apply.

Section 7. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 8. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 9. 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 10. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED:

VALID:

PUBLISHED:

EFFECTIVE DATE:

Project title: Adopt an Ordinance relating to public health and safety creating a sentence enhancement Ordinance applicable at the prosecutor's option for certain qualifying crimes when necessary preconditions have been met.

Council Bill # *interoffice use*

CB 2311-70

Agenda dates requested:

12/06, 12/13, 12/20

Briefing 12/06

Proposed action 12/13

Consent

Action 12/20

Ordinance x

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Ordinance

Department(s) involved:

Legal

Contact person:

Lacey Offutt

Phone number:

425-257-8528

Email:

loffutt@everettwa.gov

Project: Ordinance for Sentence Enhancement Option

Partner/Supplier: N/A

Location: Everett, WA

Preceding action: N/A

Fund: N/A

Fiscal summary statement:

N/A

Project summary statement:

This ordinance will add a new section to EMC Chapter 10.04 which may impose a sentence of 30 days upon conviction for the crimes of assault, harassment, use of a controlled substance in public, loitering for the purpose of engaging in drug related activity, theft, criminal mischief, trespass, or vehicle prowling if:

(1) the prosecutor elects to file a notice of seeking a repeat offender sentencing enhancement, **and**

(2) the defendant has two or more "prior offense" convictions within the preceding two years that occurred within Snohomish County.

Qualifying prior offenses include assault, harassment, use of a controlled substance in public, loitering for the purpose of engaging in drug related activity, theft, criminal mischief, trespass, or vehicle prowling, or any of those crimes' analogues in state, county, or city law.

Recommendation (exact action requested of Council):

Adopt an Ordinance relating to public health and safety creating a sentence enhancement Ordinance applicable at the prosecutor's option for certain qualifying crimes when necessary preconditions have been met.

Initialed by:

DH

Department head

Administration

Council President



ORDINANCE NO. _____

An ORDINANCE relating to criminal sentencing, AMENDING Chapter 10.04 EMC.

WHEREAS,

- A.** The Everett Community has been negatively affected by crimes such as theft, criminal trespass, criminal mischief, drug-related crimes, and assault.
- B.** These negative effects include financial loss, decreased public order, and decreased public safety.
- C.** Sentences for misdemeanor and gross misdemeanor criminal offenses should be proportional to both the seriousness of the crime and the prior criminal history, taking into consideration the individual's influence on the community, both positive and negative, and any mitigating factors contributing to the criminal behavior.
- D.** Sentences imposed on repeat offenders that appropriately account for persistent and recurring criminal activity interrupt the cycle of criminal activity and can contribute to increased public safety, decreased recidivism, and more positive long-term outlooks for both offenders and the community.
- E.** The City of Everett has the power to provide for the punishment of all practices dangerous to public health or safety, and to make necessary for the preservation of public health, peace, and good order, and to provide for the punishment of all persons charged with violating any city ordinance.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Chapter 10.04 EMC is amended to add the following section:

EMC 10.04.XXX

Repeat Offender Sentence Enhancement

- A.** At any time prior to trial, the prosecuting attorney may give notice that the City is seeking a Repeat Offender Sentence Enhancement upon conviction of any violation of EMC 10.16.010, EMC 10.23.010, EMC 10.35.120, EMC 10.37.010, EMC 10.56.030, EMC

10.66.040, EMC 10.68.030, EMC 10.68.040, or EMC 10.68.060, when, within the two years preceding the conviction, the defendant had, within the Snohomish County, Washington, two or more Prior Offenses.

B. Upon conviction for any of the crimes identified in Section 1(A) charged on or after the effective date of this section for which the city has provided notice that it is seeking a Repeat Offender Sentence Enhancement, the municipal court shall impose a sentence of no less than 30 days in jail.

C. A “Prior Offense” in this section means any of the following:

1. A conviction, including a deferred sentence, for a violation of EMC 10.16.010 or an equivalent state law, county ordinance, or city ordinance;
2. A conviction, including a deferred sentence, for a violation of EMC 10.23.010 or an equivalent state law, county ordinance, or city ordinance;
3. A conviction, including a deferred sentence, for a violation of EMC 10.35.120 or an equivalent state law, county ordinance, or city ordinance;
4. A conviction, including a deferred sentence, for a violation of EMC 10.37.010 or an equivalent state law, county ordinance, or city ordinance;
5. A conviction, including a deferred sentence, for a violation of EMC 10.56.030 or an equivalent state law, county ordinance, or city ordinance;
6. A conviction, including a deferred sentence, for a violation of EMC 10.66.040 or an equivalent state law, county ordinance, or city ordinance;
7. A conviction, including a deferred sentence, for a violation of EMC 10.68.030 or an equivalent state law, county ordinance, or city ordinance;
8. A conviction, including a deferred sentence, for a violation of EMC 10.68.040 or an equivalent state law, county ordinance, or city ordinance; or
9. A conviction, including a deferred sentence, or a violation of EMC 10.68.060 or an equivalent state law, county ordinance, or city ordinance;

PROVIDED, that where more than one Prior Offense is committed on the same date, such multiple Prior Offenses shall be treated as one offense for the purpose of this section.

D. The Prior Offenses supporting a Repeat Offender Sentence Enhancement shall be proved by preponderance of the evidence by verification by the court and/or City of the offender’s criminal history as reported through the judicial information system or

otherwise available to the court or prosecutor, current to within five court days prior to sentence imposition.

- E. A defendant who otherwise would be subject to a sentence under Section 1(B) and who diverts through the municipal court's Mental Health Alternatives (MAP) program or Therapeutic Services Court (TSC), is subject to a sentence under Section 1(B) if he or she opts out of the program or fails to complete the program.

Section 2. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 3. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 4. 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 5. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor



ORDINANCE

Page 3 of 4

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

To: City Council Members
From: Cassie Franklin, Mayor
Re: Appointment to Boards and Commissions
Date: November 30, 2023

Everett City Council Members,

It is my recommendation that the following applicants are appointed to a City of Everett Board or Commission.

On Wednesday, December 6, 2023, I will be asking for your concurrence on the following appointment:

To the Animal Shelter Advisory Board

- Sarah Hartwell, Pos #4 – term expiring 12/31/2029
- Jennifer St. Mary, Pos #6 – term expiring 12/31/2028
- Jennifer Ward, Pos #7 – term expiring 12/31/2029
- Tegan Hampton, Pos A-1 – term expiring 12/31/2027

To the Civil Service Commission

- Jo Metzger-Levin, Pos #1 – term expiring 12/31/2029

To the Library Board

- Brian Hennessy, Pos #4 – term expiring 12/31/2028

To the Lodging Tax Advisory Committee

- Quynh Devitte, Pos #1 – term expiring 12/31/2026
- Gael Gebow, Pos #2 – term expiring 12/31/2027
- Tia Winch, Pos #4 – term expiring 12/31/2025

To the Public Facilities District Board

- Michael Swanson, Pos #2 – term expiring 12/31/2027

If you have any comments or concerns regarding this appointment, please connect with my office.

Sincerely,




Cassie Franklin
Mayor, City of Everett

c. Deb Williams, Nichole Webber and Jennifer Gregerson.

Office of the Mayor
CASSIE FRANKLIN

 2930 Wetmore Ave., Ste. 10-A
Everett, WA 98201

 425.257.7115
425.257.8729 fax

 everettwa.gov

From: Stephanie West <stephanieweest12@gmail.com>
Sent: Wednesday, December 6, 2023 12:32 PM
To: DL-Council
Subject: [EXTERNAL] Public comment

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi there,

I have a couple comments/questions to address:

1. I think the proposed ordinance regarding not allowing council members to hold multiple positions is petty and targeting council member Fosse, who I voted for because she is a hard working mom who had a similar upbringing to many community members. She works very hard and I do not agree with this ordinance as someone who personally works two jobs and works just as hard at both jobs just like fosse.

And 2. How are we addressing all of the crime at Henry Jackson Park? I have been in the delta neighborhood since 2020 and there has been three separate incidents of shootings or guns being fired (at least that we know of, could be more with how often I hear fireworks etc there) and it is disheartening to not feel safe in my own home and neighborhood. This park is for kids to play and it's been over taken by homeless and gang violence!

Thank you,
Stephanie West
Delta neighborhood resident

From: Holly James <gtycholly@gmail.com>
Sent: Wednesday, December 6, 2023 1:04 PM
To: DL-Council
Subject: [EXTERNAL] in support of ordinance to prohibit serving elected paid positions

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor and Council members,

I am in support of asking our elected city council to hold only one elected paid position. The reason has to do with responsibility to the citizens of Everett. I define responsibility here as the ability to respond to citizens. It takes a lot of attention to absorb the issues we have and work thru possible solutions. I don't believe this can be done adequately when someone is asked to respond to the city and the state business. I believe this will lead to missed opportunities for real connection and long term solutions.

Thank you
Holly James

From: anitahandannafoot@yahoo.com
Sent: Wednesday, December 6, 2023 4:24 PM
To: DL-Council
Subject: [EXTERNAL] Prohibiting elected officials from holding office.

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I hope this message finds you well. I'm writing to express my strong stance AGAINST prohibiting elected officials, who occupy partisan positions from sitting on the Everett city Council.

In my opinion, the logic behind this is being unequally applied. For the argument that states that time constraints negatively impact city council availability and productivity then I believe that for this to be equally enforced you should prohibit any member from maintaining any type of full-time employment outside the city Council. The irony that not all Everett city Council members were in attendance of the Council meeting that this was announced at, yet only the elected officials were being targeted for not being able to be present to every single activity is not lost.

If the argument stands that it is due to the fact that the elected official holds partisan office, the prohibition should be inclusive of all people who are employed by partisan affiliations, regardless of if they are elected or otherwise. Or for that member volunteers. One could take it a step further and argue that all Everett city council members must be registered as independent voters, and neither republican or democrat allowed. Either that, or we could concede that all those elected to every city council are professional enough to separate their personal politics from undue influence in the Everett city council.

Applying this mandate takes away the Everett city residence rights to elect the personnel that they choose. Also, given that the logic of the primary arguments being made against a partisan elected official holding in Everett city Council position was so easily displayed to be a double standard, it comes across as targeted and malicious.

Thank you for your time,
Anita

From: Randie Pospical <randie.pospical@gmail.com>
Sent: Wednesday, December 6, 2023 4:54 PM
To: DL-Council
Subject: [EXTERNAL] 12.06.2023 Council Meeting Action Item 20 RE: CommonStreet

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Council,

In regards to tonight's Agenda Action Item 20 RE: CommonStreet, I wanted to share my experience with them thus far.

As I have mentioned in previous correspondence, I am currently a resident of Waits Motel and am awaiting relocation. I have been in communication with Trisha Munson of CommonStreet regarding relocation, and it has been a helpful and hopeful process over these last couple of weeks. She has informed me that they are awaiting funding approval before we can proceed with housing applications. We have already found a number of housing options that look promising, and I am eager to move forward with this process.

I hope the Council is able to approve the budget amendment so that CommonStreet may help us relocate.

Thank you,
Randie Pospical

From: Lisa Phillips <phillili@msn.com>
Sent: Wednesday, December 6, 2023 8:31 AM
To: DL-Council
Subject: [EXTERNAL] CB 2311-73

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning!

I am writing to support the agenda item CB 2311-73 prohibiting councilmembers and mayor from holding other elected office positions.

The City of Everett Council meets weekly and each council member should be solely dedicated to the advancement of the city's issues. In addition to attending weekly meetings there is an additional commitment our councilmembers are expected to fulfill on committees and boards both locally and regionally representing the city and its citizens.

Voters expect councilmembers to be fully committed to the city's interest during their term.

We have witnessed over the last year the result and issues of holding two elected offices. This included absences from meetings, disruption of council meetings and lack of representation at neighborhood meetings.

Please support CB 2311-73 at pass this important ordinance for the future of Everett.

Thank you for your time and consideration,
Lisa Phillips

From: Michael Schreck <Michael.Schreck@ibew191.com>
Sent: Wednesday, December 6, 2023 7:07 AM
To: DL-Council
Subject: [EXTERNAL] Opposition to CB 2311-73

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Members of the Everett City Council,

I am writing to express my strong opposition to City Bill 2311-73, which proposes to prohibit city council members from holding other elected offices. While I understand the importance of maintaining focus on municipal responsibilities, I believe that such a restriction undermines the democratic process and the will of the voters.

One of the fundamental principles of a democratic society is the people's right to choose their representatives freely. By imposing a ban on city council members holding other elected offices, CB 2311-73 risks limiting the choices available to voters and infringing upon their right to elect individuals who they believe best represent their interests. It is essential to recognize that individuals who choose to run for multiple elected offices do so with the understanding that voters will ultimately decide whether they are capable of balancing the responsibilities of each position. Placing restrictions on their eligibility diminishes the democratic values we hold dear and reduces the diversity of options available to voters. Moreover, such an ordinance assumes that city council members are incapable of effectively managing their time and responsibilities across different roles. Many elected officials successfully juggle multiple responsibilities, bringing a broader perspective to their decision-making processes.

I urge the Everett City Council to consider the potential negative consequences of CB 2311-73 on the democratic process and the rights of voters. Instead of limiting the choices available to voters, I encourage you to trust in the electorate's ability to make informed decisions about the individuals they elect to represent them.

Thank you for your time and consideration. I hope the Everett City Council will carefully weigh the implications of this proposed ordinance on the democratic values that our community holds dear.

In Solidarity,

Michael Schreck (He/Him)
Business Rep/Organizer
(425)309-8618



From: Shelley Whitkop <slwhitkop@gmail.com>
Sent: Tuesday, December 5, 2023 7:24 PM
To: DL-Council
Subject: [EXTERNAL] Ordinance concerning serving on city council & another paid elected office

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Council,

I am writing to encourage you to support the ordinance President Stonecipher proposed prohibiting a council member from serving in the state legislature or any other paid elected office.

When one of our city council members ran for another elected office, I was concerned because I felt it was better for separate people to be in elected offices instead of one individual holding two elected offices at one time. My reasoning was and still is, we need various individuals representing us, not just one person who holds two offices. How many other elected offices can one person hold? This is a good question and the City does not have any rules concerning this. Could a person hold these two positions then add another such as Port Commissioner? Where is the line?

I believe it is important to have a standard and to have as many different people representing us as possible. With that said, I encourage you to agree with this proposal.

Sincerely,

Shelley Whitkop
1501 Rucker Ave
Everett
425.327.3187

From: Angela Di Filippo <adifilipp22@gmail.com>
Sent: Tuesday, December 5, 2023 1:25 PM
To: DL-Council
Subject: [EXTERNAL] 12/6 Council Meeting, Item 18 (CB 2311-73)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Council Members,

I was concerned last week when I heard Council President Stonecipher introduce an ordinance to preclude a person who holds another paid elected position from serving on the Everett City Council. The argument for this - shared by President Stonecipher and Councilmember Zarlingo - is predominately to protect the council's non-partisan nature.

That sounds like a way of restricting voters to me. You all took an oath to uphold the city's interests and, if we cannot trust one of you to do that because you are a person with political opinions - as all people are - then we cannot trust any of you and the council has lost its purpose. There is an established recusal process and the expectation is that all members will recuse themselves from voting on city issues when there is a conflict of interest. We have seen this play out in council meetings before, so it is unclear why there is a push to limit the choices voters in our city have, especially considering the concern is that people have thoughts and feelings that will influence the way they vote (which is already the case on council).

I would also like to say that partisanship has been alive and well on this council for years. You brought up elected office, but I'm more concerned about the special interest groups, such as the Master Builders Association. This group gave \$2,000 dollars under their political action group, the Affordable Housing Council, to Zarlingo in 2021 and \$2,400 to the recently re-elected Bader in 2023. This does not include the money this group paid for mailers - over \$16,000 for Zarlingo in 2021 and over \$80,000 for Bader for this past election.

Would this ordinance cover organizations like these as they are the groups putting money into candidates' campaigns and driving their votes? Continuing to use only this group as an example, and considering not just how housing in our city has stagnated over the past 10 years thanks to votes from members like Stonecipher, Tuohy, Bader (formerly speaking, but it's expected he'll vote like he used to once sworn in), and now Zarlingo, but also considering how many real estate and housing "development" groups have given thousands of dollars to these anti-housing councilmembers, I think this is a much more pressing concern. So, if we're going to open this can of worms, I request that the council be thorough with their opening.

The other concern noted was capacity. Despite having fully functioning city council meetings, with full member participation, throughout the COVID years, the majority of council members voted to only allow members to participate in meetings in person, making it more difficult for any member who works a full-time job or has small children, which not all of you do. It would be in bad faith to say this was done on purpose, or as a way for some members to exert control over their peers and fellow elected council members, or as a way of restricting who can conceivably run for office in the first place because of the limitations. Speaking for myself, I would like to see your actions as being in good faith - but why should I if you don't see each other in that way? Your role is to represent the city and, though not all of us are wealthy and capable of giving each other \$100-500 contributions to ensure we stay at the top of the food chain, we still deserve representation. Your role is not to restrict our options and, if you are incapable of acting ethically or voting in a way that reflects the interests of the residents and our city, then remove yourself from office.

Thank you.
Angela Di Filippo
11401 3rd Ave SE
Everett, WA 98208

From: Cydney Gillis <cydneygillis@gmail.com>
Sent: Monday, December 4, 2023 11:16 PM
To: DL-Council
Subject: [EXTERNAL] Proposal regarding "double electeds"

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To the Council,

I am writing in support of Brenda Stonecipher's proposal to prevent Everett city councilors from holding more than one paid, elected office.

I am District 1 resident who knocked on doors to help pass the Everett Districts Now initiative. I did so in the belief that districting would lead to better representation and make city councilors more accountable to their constituents.

I was surprised Mary Fosse did not give up her city council seat after she was elected state representative in the 38th District. While there is great advantage in having a voice I trust representing my district at both the city and state levels, I have always viewed this double service as an inherent and unfortunate conflict of interest.

Thank you,

Cydney Gillis
1317 E. Marine View Dr.
Everett, WA 98201

From: Angela Ely
Sent: Monday, December 4, 2023 11:33 AM
To: david baron baron
Subject: RE: [EXTERNAL] I support Pickle Ball courts

Thank you for your email. I will submit it as written comment for the record at the December 6 Council meeting and will share it with staff.

Sincerely,
Angela
Executive Assistant to Council

-----Original Message-----

From: david baron baron <inspbaron@yahoo.com>
Sent: Thursday, November 30, 2023 6:04 PM
To: DL-Council <Council@everettwa.gov>
Subject: [EXTERNAL] I support Pickle Ball courts

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Honored Council, I write this with the greatest hope that your visionary and support the wave of the future . Pickleball is our State sport and founded in the State of Washington, we certainly do not need more theaters , they come and go . Let's ride the wave and join the rest of the Country in the support of the fastest growing sport in the country if not the world . Join me in supporting new pickle ball courts instead of more cinema . The community support and money pouring into all the different avenues this sport provides is endless and will continue for generations . Thank you for your consideration . David L. Baron, Everett Homeowner ... Sent from my iPhone

From: Alex Schesser <abschesser@gmail.com>
Sent: Monday, December 4, 2023 7:16 AM
To: DL-Council
Subject: [EXTERNAL] Rumors of undemocratic ordinance

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

It has been brought to my attention that the Everett City Council is considering blocking members of the council from holding other elected partisan positions. I would hope you'd let voters, who trusted this hypothetical individual enough to vote for them twice for two different positions, decide on if they think individuals are qualified and able to hold two such positions at once.

I'd be very disappointed in any member of the Everett City Council who decided they think they know better than the voting constituents of their city.

Regards,

Alexander Schesser
IBEW 191 01 JW
191 COPE At-large exec elect

1901 Merrill Creek Parkway
Apt v102
Everett, WA 98203
1901 Merrill Creek Parkway

From: teamwebermc@gmail.com
Sent: Sunday, December 3, 2023 2:34 PM
To: DL-Council
Subject: [EXTERNAL] Amendments to Development Agreement for Riverfront Properties

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Everett City Council

Re: CB 2310-59 Amending the Development Agreement for the Everett Riverfront District Properties

I support the developer's proposal to replace the current cinema element with a proposed Anchor Food and Recreation use, which includes indoor and covered outdoor pickleball courts.

In the last few years there has been a huge growth in the number of people playing pickleball in the Everett area. There are currently no covered outdoor courts in the Everett/Mukilteo/Mill Creek area. Membership is required at the limited indoor facilities that allow pickleball during small portions of the day (Everett and Mukilteo Y's, and private health clubs). Players currently travel to Seattle, Redmond, Mount Vernon, Kenmore and Marysville to play inside or under cover. The proposed facility is greatly needed in Everett to provide options for play in inclement weather, as well as to have play available on 6 contiguous courts. Local courts will also reduce greenhouse gas emissions by reducing travel distances.

I love pickleball! It's a social sport that builds community, is suitable for all age and skill levels, and contributes to healthier and happier residents. The proposed facility would be a great addition to the Everett community. Please approve the proposed amendment to allow the facility on the Riverfront property.

Sincerely,

Mary Cunningham

1605 Oakes Ave., Everett, WA

teamwebermc@gmail.com

From: Martin Adams <echobaseone@hotmail.com>
Sent: Saturday, December 2, 2023 11:40 AM
To: DL-Council
Subject: [EXTERNAL] Additional Office Ban Ordinance

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Everett City Council,

I am writing to you today in order to express my concerns regarding a proposed ban on council members holding additional elected office. Specifically in the case of Mary Fosse. I voted to elect her to the legislature knowing that she also represented me in the city council. It seems to me that having a direct line from the city council straight to Olympia can only be a good thing. This is not a matter of serving two masters, but rather serving the public more effectively. For the record, I am an Everett District 1/Legislative District 38 voter.

Respectfully,
Martin Adams

From: T Major <majorpeck2@hotmail.com>
Sent: Friday, December 1, 2023 9:34 AM
To: DL-Council
Subject: [EXTERNAL] Proposed pickleball courts

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Everett City Council :

I support the developer's proposal to replace the current cinema element with a proposed Anchor Food and Recreation use, which includes indoor and covered outdoor pickleball courts.

In the last few years there has been a huge growth in the number of people playing pickleball in the Everett area. There are currently no covered outdoor courts in the Everett/Mukilteo/Mill Creek area. Membership is required at the limited indoor facilities that allow pickleball during small portions of the day (Everett and Mukilteo Y's, and private health clubs). Players currently travel to Seattle, Redmond, Mount Vernon, Kenmore and Marysville to play inside or under cover. The proposed facility is greatly needed in Everett to provide options for play in inclement weather, as well as to have play available on 6 contiguous courts. Local courts will also reduce greenhouse gas emissions by reducing travel distances.

I love pickleball! It's a social sport that builds community, is suitable for all age and skill levels, and contributes to healthier and happier residents. The proposed facility would be a great addition to the Everett community. Please approve the proposed amendment to allow the facility on the Riverfront property.

Sincerely,

Tonja Major (resident of Everett WA)

Get [Outlook for iOS](#)

From: Steve Y <sly526777@gmail.com>
Sent: Thursday, November 30, 2023 9:19 PM
To: DL-Council
Subject: [EXTERNAL] CB 2310-59

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Everett City Council,

Re: CB 2310-59 Amending the Development Agreement for the Everett Riverfront District Properties

I support the developer's proposal to replace the current cinema element with a proposed Anchor Food and Recreation use, which includes indoor and covered outdoor pickleball courts.

In the last few years there has been a huge growth in the number of people playing pickleball in the Everett area. There are currently no covered outdoor courts in the Everett/Mukilteo/Mill Creek area. Membership is required at the limited indoor facilities that allow pickleball during small portions of the day (Everett and Mukilteo Y's, and private health clubs). Players currently travel to Seattle, Redmond, Mount Vernon, Kenmore and Marysville to play inside or under cover. The proposed facility is greatly needed in Everett to provide options for play in inclement weather, as well as to have play available on 6 contiguous courts. Local courts will also reduce greenhouse gas emissions by reducing travel distances.

I love pickleball! It's a social sport that builds community, is suitable for all age and skill levels, and contributes to healthier and happier residents. The proposed facility would be a great addition to the Everett community. Please approve the proposed amendment to allow the facility on the Riverfront property.

Sincerely,

Steve Yang
11605 59th Ave W
Mukilteo, WA 98275

From: Parker Burns <parkernburns@gmail.com>
Sent: Thursday, November 30, 2023 6:21 PM
To: DL-Council
Subject: [EXTERNAL] Riverfront Project

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Everett City Council

Re: CB 2310-59

As an avid pickleball player, I support the Riverfront developer's proposal to replace the current cinema element with a proposed Anchor Food and Recreation use, which includes indoor and covered outdoor pickleball courts. Please approve the change in use.

Sincerely,

Parker Burns,

3601 Earl Ave, Everett, WA 98201.

From: Erin Knight <erin.rae.knight@gmail.com>
Sent: Thursday, November 30, 2023 6:06 PM
To: DL-Council
Subject: [EXTERNAL] CB 2310-59

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,

As an avid pickleball player and part of the Mukilteo Everett Pickleball Club, I support the Riverfront developer's proposal to replace the current cinema element with a proposed Anchor Food and Recreation use, which includes indoor and covered outdoor pickleball courts.

Like many members in this rapidly growing club, I play multiple times a week and enjoy the community building and exercise. Unfortunately indoor options are costly and crowded, so I would be excited to see a public indoor option being added right here in Everett.

Thanks! Erin



Erin Knight
Creator of the Migraine Freedom Plan
erin@engineeringradiance.com



My latest blog: [Anti-CGRP Treatments for Migraine](#)

From: david baron baron <inspbaron@yahoo.com>
Sent: Thursday, November 30, 2023 6:04 PM
To: DL-Council
Subject: [EXTERNAL] I support Pickle Ball courts

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Honored Council, I write this with the greatest hope that your visionary and support the wave of the future . Pickleball is our State sport and founded in the State of Washington, we certainly do not need more theaters , they come and go . Let's ride the wave and join the rest of the Country in the support of the fastest growing sport in the country if not the world . Join me in supporting new pickle ball courts instead of more cinema . The community support and money pouring into all the different avenues this sport provides is endless and will continue for generations . Thank you for your consideration . David L. Baron, Everett Homeowner ... Sent from my iPhone

From: noreply@civicplus.com
To: [Angela Ely](#)
Subject: [EXTERNAL] Online Form Submittal: City Council virtual public comment registration form
Date: Tuesday, December 5, 2023 6:03:20 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

City Council virtual public comment registration form

Instructions

All community participants must fill out the online speaker sheet completely. For assistance, please contact the council office at 425-257-8703 or Aely@everettwa.gov.

Participants must submit this form at least 30 minutes prior to the meeting (by 6 pm).

After the public comment form is submitted, the community member will receive an email confirmation with the Zoom link and phone number to the meeting.

Forms submitted after that time will not receive the Zoom link/number to speak, but may still participate the day of the meeting by submitting comments to Council@everettwa.gov.

I understand	I have read the form instructions and understand
First and last name	Jennifer Gordon
Address	2303 5th St Everett WA 98201
District	District 1
City Council Districts map	Click here to view the Everett City Council Districts map
Email address	jennygordon22@gmail.com
Phone number	2064452292
Agenda date	12/06/2023
What is the topic you wish to speak about?	A specific agenda item

Participating in a city council meeting:

1. Each person is responsible for their internet or phone connection to the meeting; no action will be invalidated on the grounds that the loss of or poor quality of a person's individual connection prevented him or her from participating in a meeting.
2. Participants need to join by the beginning of meeting for non-agenda items or before their agenda item they wish to speak about.
3. All speakers must respect the 3-minute time limit to allow everyone an opportunity to speak.
4. The meeting host will give participants the ability to unmute themselves and turn on their camera when it is their time to speak.
 - Participants will mute their microphone when not speaking.
 - Participants connecting via the Zoom app are expected to turn on their device's camera when it is their turn to speak, if possible.
5. Speakers must connect to Zoom using the same name or phone number listed on this form in order to be called on when it is their time to speak.
6. City staff may direct the muting or temporarily disconnect a participant if the subject is disruptive, makes inappropriate remarks or speaking when not recognized.
7. The following comments are not allowed: comments on any kind of campaigning – whether for or against ballot measures or candidates running for office; comments focused on PERSONAL MATTERS that are unrelated to City business.
8. Those who wish to listen to the council meeting by phone (and not provide comment), you may call 425-616-3920 conference ID 724 887 726#. This line will be silent until the meeting begins.
9. Once public comments are completed, Zoom will be closed, but you may continue to watch the meeting by going to [City of Everett - YouTube](#).

I agreeI have read and agree to the participation requirements.

Email not displaying correctly? [View it in your browser.](#)



EVERETT CITY COUNCIL Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

All comments must be relevant and delivered to the Council as a whole in a respectful manner. The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- Comments advertising any product
- Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at [everettwa.gov/city council](http://everettwa.gov/city-council). Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 12-6

NAME (required): Paula Townsell

CITY (required): Everett ZIP (required): 98203

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☒ During the comment period that will follow the agenda item
AGENDA ITEM #: 18

☐ During the general public comment. Please state the topic you would like to speak on: _____



EVERETT CITY COUNCIL Public Comment Form

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- Comments focused on personal matters that are unrelated to City business

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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 12/6/23

NAME (required): Ryan Johnson

CITY (required): Arlington ZIP (required): 98223

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item

AGENDA ITEM #: 18

☐ NO – speak during general public comment, topic you would like to speak on:



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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 12-6-23

NAME (required): Shaina Langley

CITY (required): Everett ZIP (required): _____

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 (2) 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item

AGENDA ITEM #: ~~17~~ 18

☐ NO – speak during general public comment, topic you would like to speak on:



EVERETT CITY COUNCIL Public Comment Form

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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 12/6/23

NAME (required): Ryan Weber

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item

AGENDA ITEM #: 18

☐ NO – speak during general public comment, topic you would like to speak on:



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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 12/6/2023

NAME (required): Fidencio Velasco

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): fidenciovelasco@me.com PHONE (optional): 360-328-3891

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item

AGENDA ITEM #: QB-2311-73

☐ NO – speak during general public comment, topic you would like to speak on:



EVERETT CITY COUNCIL Public Comment Form

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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 12-6-23

NAME (required): Sam Hem

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): Samhem@men.com PHONE (optional): 360-201-0954

DISTRICT (circle one): (1) 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item

AGENDA ITEM #: 18

☐ NO – speak during general public comment, topic you would like to speak on:



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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: December 6, 2023

NAME (required): Thomas Bosserman

CITY (required): Lake Stevens ZIP (required): 98258

EMAIL (optional): bosserman.tom@gmail PHONE (optional): 916-289-4494

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:

CB-231173



EVERETT CITY COUNCIL Public Comment Form

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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: May-6-2023

NAME (required): Paul Grabovin

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): paulgrabovin@gmail.com PHONE (optional): 425 272 3233

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item

AGENDA ITEM #: 18

☐ NO – speak during general public comment, topic you would like to speak on:



EVERETT CITY COUNCIL Public Comment Form

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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 12-6-23

NAME (required): Rod Amburgy

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): ① 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item

AGENDA ITEM #: (18)CB 2311-73

☐ NO – speak during general public comment, topic you would like to speak on:



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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 12/10

NAME (required): Ethan Pfuhl

CITY (required): Granite Falls ZIP (required): 98252

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item

AGENDA ITEM #: 18

☐ NO – speak during general public comment, topic you would like to speak on:



EVERETT CITY COUNCIL Public Comment Form

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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 12/6

NAME (required): Billy Wallace

CITY (required): Lake Stevens ZIP (required): _____

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item

AGENDA ITEM #: 18

☐ NO – speak during general public comment, topic you would like to speak on:



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DATE: 12-6-23

NAME (required): Terri Amburgy

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): 425-315-6387

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item

AGENDA ITEM #: (18) CB 2311-73

☐ NO – speak during general public comment, topic you would like to speak on:



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DATE: 12/6/23

NAME (required): Harvey Burns

CITY (required): Everett ZIP (required): _____

EMAIL (optional): _____ PHONE (optional): 425 480 1780

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:

General



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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 12/6/23

NAME (required): Janean Desmarais

CITY (required): Everett ZIP (required): 98203

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:

Dual offices



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DATE: 12/6/23

NAME (required): Ryan Weber

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): weberryanb@gmail.com PHONE (optional): 206-953-7515

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:

Jackson Park Safety



EVERETT CITY COUNCIL Public Comment Form

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DATE: 12-6-2023

NAME (required): SONJA BODGE

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): 206 229 6486

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:

lack of Safety at Henry M. Jackson
Park.



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DATE: 12/6/23

NAME (required): STEVE OSS

CITY (required): EVERETT ZIP (required): 98203

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:

TRANSIT



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DATE: 12/6/23

NAME (required): Anne Landis

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:

Change in rule about who can
hold a seat on city council



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DATE: 12-6-23

NAME (required): Charles Adkins

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): 4258764516

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:

Propose Ordinance CB 2311-73



EVERETT CITY COUNCIL Public Comment Form

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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 12/6/23

NAME (required): Marilyn Rosenberg

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item
AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:
item 18 concerns



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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 12/16/23

NAME (required): Isabella Valencia

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): (206) 549-2169

DISTRICT (circle one): 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item

AGENDA ITEM #: 18

☒ NO – speak during general public comment, topic you would like to speak on:

Item # 18



EVERETT CITY COUNCIL Public Comment Form

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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: Dec - 6th 2023

NAME (required): Emily Simpson

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): (1) 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

- ☐ YES – the comment period will follow the agenda item
AGENDA ITEM #: _____
- ☒ NO – speak during general public comment, topic you would like to speak on:

Please 5 mins



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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 12/6/23

NAME (required): MICHELLE PENDERGRASS

CITY (required): EVERETT ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): ① 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item
AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:



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DATE: 12/6/23

NAME (required): SCOTT SPARLING

CITY (required): EVERETT ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): (1) 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:



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DATE: Dec 6 2023

NAME (required): JOHN TRAYNOR

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 (2) 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:

~~2311~~ AGENDA #18



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DATE: 12/6/23

NAME (required): Math Frazier

CITY (required): Everett ZIP (required): 98204

EMAIL (optional): frazierm@gmail.com PHONE (optional): 425-876-1624

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:

Address Agassox Fallout & Animal
Control Proposals



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DATE: 12-6-23

NAME (required): Kelli Johnson

CITY (required): Everett ZIP (required): 98208

EMAIL (optional): kelli04@yahoo.com PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item
AGENDA ITEM #: Ordinance Barring holding 2 offices

☐ NO – speak during general public comment, topic you would like to speak on:

From: [Angela Ely](#)
To: [Ashleigh Scott](#); [David Hall](#); [Jennifer Gregerson](#); [Marista Jorve](#); [Flora Diaz](#)
Cc: [DL-Council](#)
Subject: FW: [EXTERNAL] Diluted service
Date: Thursday, December 7, 2023 9:10:32 AM

Category 2: Sensitive information

Good morning,

Please submit the following email as written comment from our Council meeting last night.

Thank you!
Angie

Category 2: For official use only / disclosure permissible by law.

From: kurt@hankefam.net <kurt@hankefam.net>
Sent: Wednesday, December 6, 2023 9:13 PM
To: DL-Council <Council@everettwa.gov>
Subject: [EXTERNAL] Diluted service

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to protest the fact that Mary Fosse is serving in two capacities - one as Everett City Council rep. and one as 38th District rep. in Olympia.

This is patently unfair, as our representation has been condensed into one person with one view of the issues. This should not be allowed.
We deserve to have representatives at these levels that are independent of one another.

Sincerely

Kurt

Kurt Hanke
206-604-9549
kurt@hankefam.net
10615 4th Drive SE
Everett WA 98208

2023 Proposed Budget Amendment #3

Finance Department
December 6, 2023



2023 Proposed Budget Amendment #3

General Government Proposed Amendments	4,625,275
Non-General Government Proposed Amendments	7,479,322
Total	\$12,104,597



General Government Proposed Amendments

Department	Purpose	Expenditure
Non-Departmental	Increase Jail Fee Expenditures	\$ 1,500,000
Non-Departmental	Increase Self-Insurance Contributions	1,214,312
Non-Departmental	Increase LEOFF 2 Special Funding	58,200
Non-Departmental	New Accounting Standard Implementation	65,355
Multiple	Leases	115,766
Non-Departmental	Demolition and Abatement	20,000



General Government Proposed Amendments

Department	Purpose	Expenditure
Multiple	Interfund Labor Reimbursements	176,430
Municipal Court	Add 1.0 FTE Judicial Assistant	15,171
CPED	Add 1.0 FTE Community Support Manager	58,000
Finance	Cayenta Upgrade and GASB 96 Implementation	14,400
Fire	Costs Associated with Staff Turnover	759,750



General Government Proposed Amendments

Department	Purpose	Expenditure
Multiple	Retirement/Separation Payouts	69,850
Emergency Management	Add Emergency Management Day Laborer	12,700
Emergency Management	Emergency Management Expenditures	110,953
Police	Federal Financial Boating Grant	2,500
Fire	Speed Swivels	15,000



General Government Proposed Amendments

Department	Purpose	Expenditure
Fire	Fleet Repairs	\$ 69,000
Fire	Fuel Consumption	94,000
Municipal Court	Municipal Court Interpreter Services	20,000
Parks and Community Services	Jetty Island Days Program and Ferry Services	91,032
Engineering and Public Services	Insurance Claim Recoveries	142,856

Non-General Government Proposed Amendments

Fund	Purpose	Expenditure
Multiple	Increase Self-Insurance Contributions	\$ 3,592,894
Multiple	Clare's Place Emergency Pallet Shelter Project	350,000
CIP 1	CIP 1 General Government Capital Projects	5,357
CIP 3	CIP 3 Parks Projects	470,000
CIP 4	Relocation Advisory Services	45,000

Non-General Government Proposed Amendments

Fund	Purpose	Expenditure
Vehicle and Equipment Replacement	Vehicle and Equipment Replacements / Additions	\$ 376,537
Multiple	Leases	9,046
Information Technology Reserve	Automated Traffic Safety Cameras	120,000
Criminal Justice	Downtown Security Grant	187,500
Criminal Justice	JAG Grant	39,544

Non-General Government Proposed Amendments

Fund	Purpose	Expenditure
General Gov't Special Projects	Add 1.0 FTE Community Support Manager	\$ 58,000
Multiple	CDBG Subrecipient and City Projects	1,062,248
Parks Reserve	Deckman Property	-
Library Reserve	Deli Case for Library's Coffee Shop	10,495



Non-General Government Proposed Amendments

Fund	Purpose	Expenditure
Real Property Reserve	Stadium SEPA and Project Management	\$ 1,151,821
General Gov't Special Projects	1% for the Arts Expenditure	880



QUESTIONS/COMMENTS?



An ordinance relating to Animal Control, amending Chapters 6.04 and 6.08 of the Everett Municipal Code

December 6, 2023

Glynis Frederiksen, Animal Services Manager



Background and Objectives

- Repeal sunset provision
- Reflect community values
- Incorporate state law changes



Livestock

Prohibit livestock in non-agricultural areas **except:**

- Pot-bellied pigs
- Miniature goats



Small Livestock

- Chickens, other fowl
- Rabbits
- Prohibit mink, foxes



Animal Bites and Attacks

- New consequences for bites
- Civil forfeiture process



2023 State Law Revisions

- New definitions
- Animal cruelty impound and holding procedure



Questions?

