



**Everett City Council Preliminary Agenda**  
**6:30 p.m., Wednesday, December 13, 2023**  
**City Council Chambers**

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: December 6, 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 \$2,427,933.48 For The Period Ending November 25, 2023 Through December 1, 2023.

Documents:

[RES CLAIMS PAYABLE NOV 25, 2023 - DEC 1, 2023.PDF](#)

(2) Adopt Resolution Authorizing Electronic Transfer Claims Against The City Of Everett In The Amount Of \$8,818,624.26 For The Period Of July 1, 2023 Through July 31, 2023.

Documents:

[RES\\_ELECTRONIC CLAIM JULY 2023.PDF](#)

(3) Adopt Resolution Authorizing Electronic Transfer Claims Against The City Of Everett In The Amount Of \$8,028,979.04 For The Period Of August 1, 2023 Through August 31, 2023.

Documents:

[RES\\_ELECTRONIC CLAIM AUG 2023.PDF](#)

(4) Authorize The Mayor To Sign Amendment No. 1 To Lease Agreement With Bezos Academy At Everett Station.

Documents:

[BEZOS ACADEMY LEASE AMENDMENT AT EVERETT STATION.PDF](#)

(5) Authorize The Mayor To Sign Amendment No. 3 To Agreement No. WQC-2019-EverPW-00052 With The Washington State Department Of Ecology Extending The Expiration Date To June 30, 2024.

Documents:

[DOE\\_PGB OUTFALLS WQ RETROFIT\\_2019\\_00052\\_AMEND 3.PDF](#)

(6) Adopt Resolution Setting February 7, 2024, At 6:30 P.m. As The Date And Time To Hear And Determine The Petition For The Proposed Vacation Of Larch, Hemlock, And Fir Streets Lying South Of 12th Street And North Of 14th Street In The Plat Of Baker Heights.

Documents:

[EHA PARK DISTRICT STREET VACATION - PETITION.PDF](#)

(7) Authorize The Mayor To Sign The Municipal Pole Attachment License Agreement With Snohomish County PUD.

Documents:

[MUNICIPAL POLE ATTACHMENT LICENSE AGREEMENT.PDF](#)

PROPOSED ACTION ITEMS:

(8) CB 2311-63 – 2nd 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](#)

(9) CB 2311-65 – 2nd 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](#)

(10) CB 2311-66 – 2nd 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](#)

(11) CB 2311-67 – 2nd 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 2311-66.PDF](#)

(12) CB 2311-68 – 2nd 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](#)

(13) CB 2311-69 – 2nd 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](#)

(14) CB 2311-71 – 2nd 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](#)

(15) CB 2312-75 – 2nd Reading – Adopt 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](#)

(16) CB 2312-76 – 1st & 2nd Reading - Adopt An Ordinance Relating To Business And Occupation Tax, Adopting The New Revision To The B&O Tax Model Ordinance To Incorporate SB 5199 Changes To 35.102.150. (3rd & Final Reading 12/20/23)

Documents:

[CB 2312-76.PDF](#)

**ACTION ITEMS:**

(17) CB 2311-72 – 3rd & Final Reading - Adopt An Ordinance Approving The Appropriations Of The 2023 Revised City Of Everett Budget And Amending Ordinance No. 3970-23.

Documents:

[CB 2311-72.PDF](#)

(18) CB 2310-61 – 3rd & Final 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.

Documents:

[CB 2311-61.PDF](#)

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

Documents:

[CB 2311-62.PDF](#)

(20) CB 2312-60 – 3rd & Final Reading - Adopt An Ordinance Establishing The Basic Salary Schedule For Employees Of The City Of Everett For 2024, Repealing Ordinance 3926.22.

Documents:

[CB 2311-60.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:

(21) CB 2311-64 – 2nd 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](#)

(22) CB 2311-70 – 2nd 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](https://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](mailto:aely@everettwa.gov) and identify the topic you wish to address.
- o Provide written public comments by email to [Council@everettwa.gov](mailto: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](http://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](https://www.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](mailto: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 25, 2023 through December 1, 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	224.00	101	Parks & Recreation	9,130.40
002	General Government	(10,923.75)	110	Library	34,172.50
003	Legal	18,506.27	112	Community Theater	3,134.28
009	Misc Financial Funds	617,192.02	119	Public Works-Street Improv	7,540.00
018	Communications, Mktg & Engag	205.64	120	Public Works-Streets	6,734.15
021	Planning & Community Dev	569.12	130	Develop & Const Permit Fee	804.13
024	Public Works-Engineering	5,428.17	138	Hotel/Motel Tax	40,056.40
031	Police	13,340.06	146	Property Management	22,112.28
032	Fire	1,383.47	148	Cum Reserve-Parks	121.71
038	Facilities/Maintenance	10,778.96	152	Cum Reserve-Library	5,847.12
	<b>TOTAL GENERAL FUND</b>	<b>\$ 656,703.96</b>	153	Emergency Medical Service:	17,374.40
			155	Capital Reserve Fund	25,112.48
			197	CHIP Loan Program	7,723.88
			303	PW Improvement Projects	82,610.98
			336	Water & Sewer Sys Improv I	827,070.79
			342	City Facilities Construction	31,157.69
			354	Parks Capital Contruction	6,254.80
			401	Public Works-Utilities	288,572.59
			402	Solid Waste Utility	1,496.99
			425	Public Works-Transit	84,096.48
			430	Everpark Garage	315.59
			440	Golf	15,053.10
			501	MVD-Transportation Service	143,483.93
			503	Self-Insurance	1,435.87
			505	Computer Reserve	24,962.24
			507	Telecommunications	111.11
			508	Health Benefits Reserve	1,436.89
			637	Police Pension	2,831.74
			638	Fire Pension	2,100.00
			665	Other Special Agency Funds	78,375.00
			<b>TOTAL CLAIMS</b>	<b>\$ 2,427,933.48</b>	

\_\_\_\_\_  
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 claims made by electronic transfer against the City of Everett for the month July 1 through July 31, 2023, having been audited, be and the same are hereby approved, and the proper officers are hereby authorized and directed to charge claims made by electronic transfer against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Fund	47,965.86
101	Park	1,695.45
110	Library	259.67
148	Municipal Art Fund	120.74
151	Animal Reserve	192.20
401	Utilities	258,696.64
425	Transit	48,404.01
430	Everpark Garage	284.80
440	Golf	125,667.14
501	Transportation Services	1,524.25
503	Self-Insurance Fund	315,827.21
508	Health Benefits Reserve	1,407,054.32
637	Police Pension	39,672.01
638	Fire Pension	51,310.94
661	Payroll Withholding	5,729,263.27
670	Custodial Funds	1,040.53

**TOTAL CLAIMS**

**BY ELECTRONIC TRANSFER                      8,028,979.04**

\_\_\_\_\_  
Councilmember 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 claims made by electronic transfer against the City of Everett for the month August 1 through August 31, 2023, having been audited, be and the same are hereby approved, and the proper officers are hereby authorized and directed to charge claims made by electronic transfer against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Fund	27,149.68
101	Park	1,697.59
110	Library	104.53
148	Municipal Art Fund	114.98
151	Animal Reserve	332.78
401	Utilities	226,516.71
425	Transit	52,420.01
430	Everpark Garage	311.12
440	Golf	354,702.15
503	Self-Insurance Fund	488,224.62
508	Health Benefits Reserve	1,839,785.87
637	Police Pension	109,259.10
638	Fire Pension	(1,024,868.06)
661	Payroll Withholding	6,447,665.23
663	Interest Expense	292,718.20
670	Custodial Funds	2,489.75
<b>TOTAL CLAIMS</b>		
	<b>BY ELECTRONIC TRANSFER</b>	<b>8,818,624.26</b>

\_\_\_\_\_  
Councilmember Introducing Resolution

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2023

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

**Project title:** Amendment No. 1 to Lease Agreement with Bezos Academy at Everett Station

**Council Bill #** *interoffice use*

**Agenda dates requested:**

12/13/23

Briefing

Proposed action

Consent 12/13/23

Action

Ordinance

Public hearing

Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Proposed Lease

**Department(s) involved:**

Real Property

Parks & Facilities

Legal

**Contact person:**

Bob Leonard

**Phone number:**

425-257-8335

**Email:**

BLeonard@everettwa.gov

**Initialed by:**

RML

Department head

Administration

Council President

**Project:** Amendment No. 1 to Lease Agreement with Bezos Academy at Everett Station

**Partner/Supplier:** Day 1 Academies, dba Bezos Academy

**Location:** 3201 Smith Ave., Everett, WA 98201

**Preceding action:** Lease Agreement 4/1/22

**Fund:** N/A

**Fiscal summary statement:**

None

**Project summary statement:**

Day 1 Academies, dba Bezos Academy entered into a 10-year lease agreement with the city beginning April 1, 2022. Bezos Academy offers tuition-free preschool education on a year-round basis and provides healthy meals and snacks to students throughout the school day. The proposed lease amendment will update the outdoor space to better serve the needs of the students and staff. Bezos Academy seeks to amend its existing lease agreement to modify the outdoor lease area, adding 844 square feet and additional safety fencing, plus additional space within Everett Station for events and training. The proposed amendment extends the lease term by four months to coincide with the end of the school year.

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

Authorize the Mayor to sign Amendment No. 1 to Lease Agreement with Bezos Academy at Everett Station.

## Amendment No. 1 to Lease Agreement

This Amendment No. 1 to Lease Agreement (“*Amendment*”) is entered into the last date executed below between Day 1 Academies, dba Bezos Academy, a Delaware nonprofit nonstock corporation (“*Tenant*”), and City of Everett, a Washington municipal corporation (“*Landlord*” or “*Lessor*”) (collectively, “*Parties*”).

### RECITALS

- A. Landlord and Tenant are parties to a certain *Lease Agreement* entered into as of January 27, 2022 (the “*Lease*”). Capitalized terms used, but not defined, in this Amendment have the meanings given in the Lease.
- B. The outdoor portion of the Premises, which Tenant uses as a playground and outdoor play area, is separated from the Building by a sidewalk. Tenant has experienced security concerns arising from persons in the sidewalk area and the Parties have developed a plan to address these concerns by enclosing a portion of the sidewalk with a fence, and adding such enclosed portion to Tenant’s Premises.
- C. The Parties now wish to amend the Lease to confirm their mutual understandings regarding the adjustment of the Premises.

### AMENDMENTS

Landlord and Tenant hereby incorporate the recitals and agree as follows:

**1. Amendment of Premises.** The first sentence of Section 1.1 of the Lease is amended as follows (additions **bold and underlined**; deletions ~~struck through~~):

Landlord leases to Tenant the “*Premises*”, which consist of an agreed area of approximately (i) 3,820 rentable square feet in the Building and (ii) **2,844** ~~2,000~~ square feet of outdoor space, all as outlined on attached Exhibit A, located on the land legally described on attached Exhibit B, and is commonly known as 3201 Smith Ave, Everett, WA 98201, USA also known as ‘Everett Station’.

**2. Amendment of Exhibit A.** “Exhibit A” attached to the Lease consists of two pages, one page showing the interior space (which is marked “Exhibit A-1 Interior Space”) and a page showing the exterior space (which is marked “Exhibit A-Exterior”). Exhibit A-1 to this Amendment replaces Exhibit A to the Lease in its entirety, with the intention of this replacement being: (i) adding the fenced-off area to the outdoor portion of the Premises; and (ii) not changing the interior portion of the Premises in any way, but providing a higher-definition depiction of the outline of the interior Premises for future reference.

**3. Confirmation of Authorization to Construct Fence.** Prior to execution of this Amendment, Landlord authorized Tenant and its contractor to expand the existing fence surrounding the playground area to enclose the sidewalk pursuant to the plans prepared by Bassetti Architects, Inc. and dated April 27, 2023. Tenant has completed this work.

**4. Reservation of Emergency Egress.** Tenant acknowledges that Landlord requires the use of the sidewalk area for emergency egress purposes. Landlord hereby reserves such sidewalk area for emergency egress purposes on behalf of itself and its employees, licensees, the general public using Everett Station, agents and guests. Tenant will not obstruct such area and will keep the area as a paved sidewalk

(i.e., Tenant will not install landscaping, barriers, or other impediments in such area). The sidewalk area is otherwise to be exclusively used by Tenant, its employees, agents and students except as otherwise permitted by the Lease.

**5. Extension to Lease Term.** Section 1.2 of the Lease is amended as follows (additions **bold and underlined**; deletions ~~struck through~~):

1.2. Initial Term. The Initial Term will ~~be for one hundred and twenty (120) full consecutive months (plus the partial month in which the Initial Term commences, if applicable), commencing~~ **commence** on the Commencement Date (defined below) **and end on the Termination Date (defined below)**.

In addition, the first sentence of Section 1.5 of the Lease is amended as follows (additions **bold and underlined**; deletions ~~struck through~~):

The Lease commences on April 1, 2022 (the “*Commencement Date*”) and terminates at 11:59 p.m. on ~~June 30~~**August 31**, 2032 (the “*Termination Date*”).

**6. Everett Station Room Use.** Tenant may, with at least 10 days prior notice to the Everett Transit Director’s designee or such shorter time as such designee may allow, use rooms at Everett Station at no charge on a non-reserved, as available basis for events directly related to the Tuition-Free Education and Services. This no charge use is limited to 8 hours per month use of the Weyerhaeuser Room, 16 hours per month of the Dan Snow Room, and 16 per month of the Mt. Baker Room, or such other limits that may be from time to time determined by the Everett Transit Director or designee. “Non-reserved, as available” basis means that, if a paying user desires to use the room at the time that Tenant wants to use the room and Landlord gives Tenant at least 5 day’s notice thereof, then Tenant must either relocate its event elsewhere as necessary to avoid the schedule conflict or, if acceptable to Landlord, avoid relocation by paying Everett Station’s then current rates for the room. Regardless of whether Tenant uses rooms on a “non-reserved, as available” basis or otherwise, Tenant need not complete Everett Station’s room rental application(s), and all Tenant Everett Station room use will be deemed subject to Everett Station’s then-current standard room rental terms and conditions and this Lease. Tenant will schedule and coordinate all Tenant Everett Station room use with the Everett Transit Director’s designee.

**7. Full Force and Effect; No Other Modifications.** Except as expressly amended in this Amendment, the terms and conditions of the Lease Agreement remain in full force and effect without modification. From and after the Effective Date, all references to the “Lease” or “this Lease” in the Lease are deemed references to the Lease as modified by this Amendment.

[Signature page follows]

This Amendment has been executed as of the last date upon which both Tenant and Landlord have executed this Amendment as shown beneath their signatures below (the "Effective Date").

**LANDLORD:**

CITY OF EVERETT

By \_\_\_\_\_

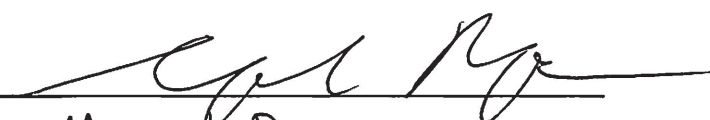
Name: \_\_\_\_\_

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

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

**TENANT:**

DAY 1 ACADEMIES

By \_\_\_\_\_ 

Name: Miguel Roque

Title: Chief Operations and Technology

Date: Nov 21, 2023

officer

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This record was acknowledged before me on \_\_\_\_\_, 2023  
by \_\_\_\_\_ as \_\_\_\_\_  
(type of authority, such as officer or trustee) of the City of Everett.


\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

\_\_\_\_\_  
(Title of office)  
My commission expires: \_\_\_\_\_

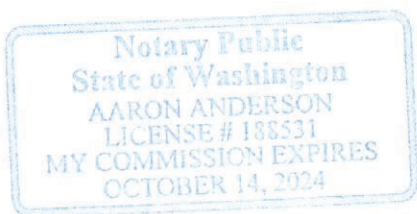
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

This record was acknowledged before me on Nov 21, 2023  
by Miguel Roque as Chief operations and Technology Officer of  
DAY 1 ACADEMIES, a Delaware nonprofit nonstock corporation.

  
\_\_\_\_\_  
(Signature of Notary)

Aaron Anderson  
\_\_\_\_\_  
(Print or stamp name of Notary)

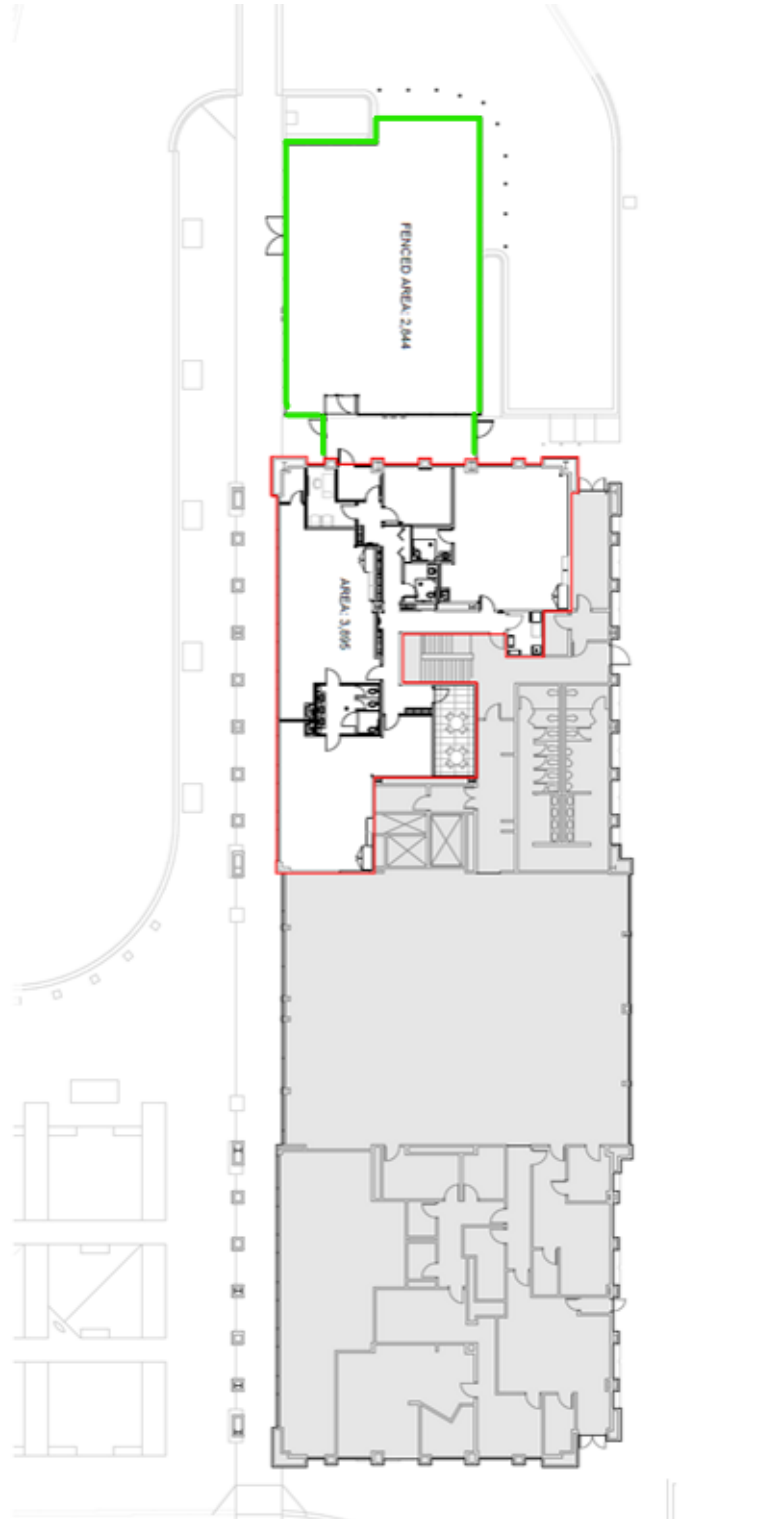
Notary officer  
\_\_\_\_\_  
(Title of office)  
My commission expires: 10/14/2024



**EXHIBIT A-1**

**Revised Outline of the Premises**

**Interior Premises bounded in red. Outdoor Premises bounded in green.**



**Project title:** Authorize Time Extension to Grant Agreement for Port Gardner Bay Outfalls Water Quality Treatment Retrofit Project

**Council Bill #****Agenda dates requested:**

December 13, 2023

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ X No**Budget amendment:**Yes ☒ X No**PowerPoint presentation:**Yes ☒ X No**Attachments:**Amendment No. 3 to  
Agreement WQC-2019-  
EverPW-00052**Department(s) involved:**

Public Works

**Contact person:**

Grant Moen

**Phone number:**

425-257-8947

**Email:**

gmoen@everettwa.gov

**Initialed by:***RLS*

Department head

Administration

Council President

**Consideration:** Time Extension to Grant Agreement**Project:** Port Gardner Bay (PGB) Outfalls Water Quality (WQ) Treatment Retrofit Project**Partner/Supplier:** Washington State Department of Ecology**Location:** City of Everett**Preceding action:** Amendment No. 2 for time extension**Fund:** 336 – Water & Sewer System Improvements Fund**Fiscal summary statement:**

The funding source for this project will be a WA State Department of Ecology grant and local matching funds from Fund 401 Water and Sewer Utility Fund. The budget for the project is \$1,400,000.

Amendment No. 3 is a time extension only and does not alter the amount previously authorized.

**Project summary statement:**

The PGB Outfalls WQ Treatment Retrofit Project involves the construction of four Modular Wetlands stormwater treatment units along outfalls in the vicinity of West Marine View Drive. Construction at three of the sites has been completed. Due to unanticipated site conditions at the fourth site, an additional permitting process is being completed. A 6-month time extension to complete the project is requested.

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

Authorize the Mayor to sign Amendment No. 3 to Agreement No. WQC-2019-EverPW-00052 with the Washington State Department of Ecology extending the expiration date to June 30, 2024.



**AMENDMENT NO. 3  
TO AGREEMENT NO. WQC-2019-EverPW-00052  
BETWEEN  
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
City of Everett**

**PURPOSE:** To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Everett (RECIPIENT) for the Port Gardner Bay Outfalls Water Quality Treatment Retrofit (PROJECT).

The RECIPIENT experienced delays in the PROJECT due to site feasibility setbacks and additional time needed to complete Cultural Resources Review requirements. This amendment will extend the expiration date of the AGREEMENT from December 31, 2023 to June 30, 2024, to allow the RECIPIENT adequate time to complete construction and to close out deliverables for this PROJECT. The scope of work and budget remain unchanged.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Expiration Date:

Original: 12/31/2023 Amended: 06/30/2024

**CHANGES TO THE BUDGET**

**Funding Distribution EG190416**

Funding Title: SFAP

Funding Type: Grant

Funding Effective Date: 07/01/2018

Funding Expiration Date: 06/30/2024

Funding Source:

Title: SFAP - SFY19

Fund: FD

Type: State

Funding Source %: 100%

Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate:                      Approved State Indirect: 30%  
Recipient Match %:                                      25%  
InKind Interlocal Allowed:                          No  
InKind Other Allowed:                                  No  
Is this Funding Distribution used to match a federal grant?                      No

<b>SFAP</b>	<b>Task Total</b>
Project Administration/Management	\$ 24,000.00
Design Plans and Specs, Environmental Review	\$ 36,000.00
Construction Management	\$ 24,500.00
Construction	\$ 1,092,530.67

**Total: \$ 1,177,030.67**

**Funding Distribution Summary**

**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25 %	\$ 294,257.67	\$ 882,773.00	\$ 1,177,030.67
Total		\$ 294,257.67	\$ 882,773.00	\$ 1,177,030.67

## AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 11/08/2023.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State  
Department of Ecology

City of Everett

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

Vincent McGowan, P.E.  
Water Quality  
Program Manager

Date

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

Shaun M Bridge  
Contact

Date

APPROVED AS TO FORM: OFFICE OF THE CITY  
ATTORNEY

\_\_\_\_\_  
Tim Benedict, Deputy

Date

CITY OF EVERETT

\_\_\_\_\_  
By: Cassie Franklin, Mayor

Date

ATTEST: OFFICE OF THE CITY CLERK

---

Marista Jorve, City Clerk

Date

Template Approved to Form by  
Attorney General's Office

**Project title:**

Resolution Setting February 7, 2024, at 6:30 p.m. as the Date and Time to Hear and Determine the Petition for the Proposed Vacation of Larch, Hemlock, and Fir Streets Lying South of 12th Street and North of 14th Street in the Plat of Baker Heights

**Council Bill #** *interoffice use***Agenda dates requested:**

12/13/23, 2/7/24

Briefing

Proposed action

Consent 12/13/2023

Action

Ordinance

Public hearing 02/07/2024

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

Petition

Resolution

**Department(s) involved:**

Real Property

Parks &amp; Facilities

Planning

Public Works

Legal

**Contact person:**

Bob Leonard

**Phone number:**

425-257-8335

**Email:**

bleonard@everettwa.gov

**Initialed by:***RML*

Department head

Administration

Council President

**Project:** Street Right-of-Way Vacation**Partner/Supplier:** Housing Authority of the City of Everett, Petitioner**Location:** 1200 and 1300 block of Larch, Hemlock, and Fir Streets**Preceding action:** None**Fund:** None**Fiscal summary statement:**

Neutral. The proposed redevelopment project for the Park District plans to reconfigure the street layout. This involves dedicating new rights of way, which will cover a larger area than the streets proposed for vacation.

**Project summary statement:**

A petition has been received from the Everett Housing Authority requesting the vacation of Larch, Hemlock, and Fir Streets lying south of 12th Street and north of 14th Street in the plat of Baker Heights.

The Everett Housing Authority as petitioner owns more than two-thirds of the property abutting the alley right-of-way proposed to be vacated, thus fulfilling the statutory requirements of RCW 35.79.010 that the petition must be signed by "the owners of more than two-thirds of the property abutting upon the part of the street or alley sought to be vacated."

The proposed street vacations are sought as an element of the Everett Housing Authority's Park District project which proposes to reconfigure the street layout and dedicate new rights of way in the affected area to facilitate the redevelopment of the site.

RCW 35.79.010 further requires that City Council set a date and time for the matter to be heard.

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

Adopt Resolution setting February 7, 2024, at 6:30 p.m. as the date and time to hear and determine the petition for the proposed vacation of Larch, Hemlock, and Fir Streets lying south of 12th Street and north of 14th Street in the plat of Baker Heights.

**TO THE MEMBERS OF THE CITY COUNCIL  
OF THE CITY OF EVERETT, WASHINGTON**

**Councilmembers:** The undersigned respectfully petition and show:

**I.**

That they are the owners of more than two-thirds of the private property abutting upon that portion of the right of way hereinafter described.

**II.**

That your petitioners desire to have vacated the following described property:

THAT PORTION OF LARCH STREET, HEMLOCK STREET AND FIR STREET ACCORDING TO THE PLAT OF BAKER HEIGHTS, RECORDED IN VOLUME 14 OF PLATS, PAGE 111, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING SOUTHERLY OF 12TH STREET AND NORTHERLY OF 14TH STREET.

CONTAINING 112,587 SQFT MORE OR LESS.

as shown on "Exhibit A" attached.

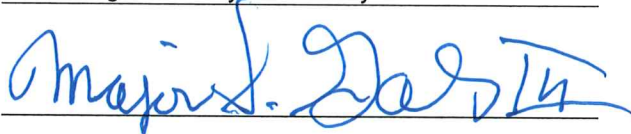
**III.**

That portion of the said right of way hereby petitioned to be vacated will not interfere with public or private utilities. Any existing utilities will be relocated at petitioner's expense, or an easement shall be provided in the ordinance.

WHEREFORE your petitioners pray that you will pass a resolution fixing a time, not more than sixty (60) days, and not less than twenty (20) days after the date of the passage of such resolution for the hearing upon this petition, and that after a full hearing upon said petition you will pass an ordinance vacating that portion of the right of way herein described and that the ordinance vacating said portion of the street shall provide that the strip so vacated shall belong to the abutting property owners.

Respectfully submitted,

Housing Authority of the City of Everett



By: Major Galloway

Its: Executive Director

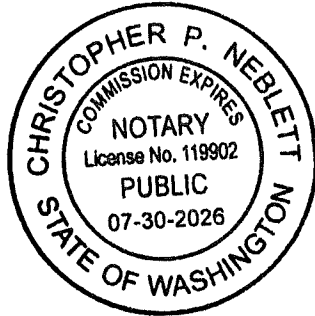
WASHINGTON NOTARY ACKNOWLEDGEMENT  
(INDIVIDUAL)

State of Washington  
County of Snohomish

I certify that I know or have satisfactory evidence that Major Gallaway [Name of Person] is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: November 16, 2023

(Seal or stamp)



Christopher P. Neblett  
Signature

Notary  
Title

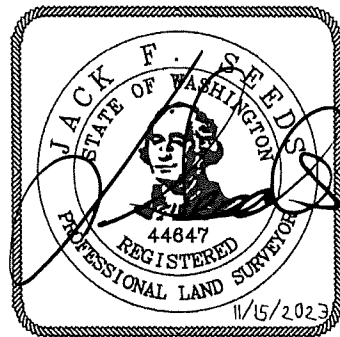
My appointment expires: July 30, 2026

## EXHIBIT "A"

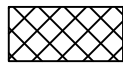
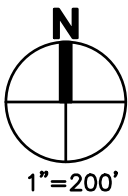
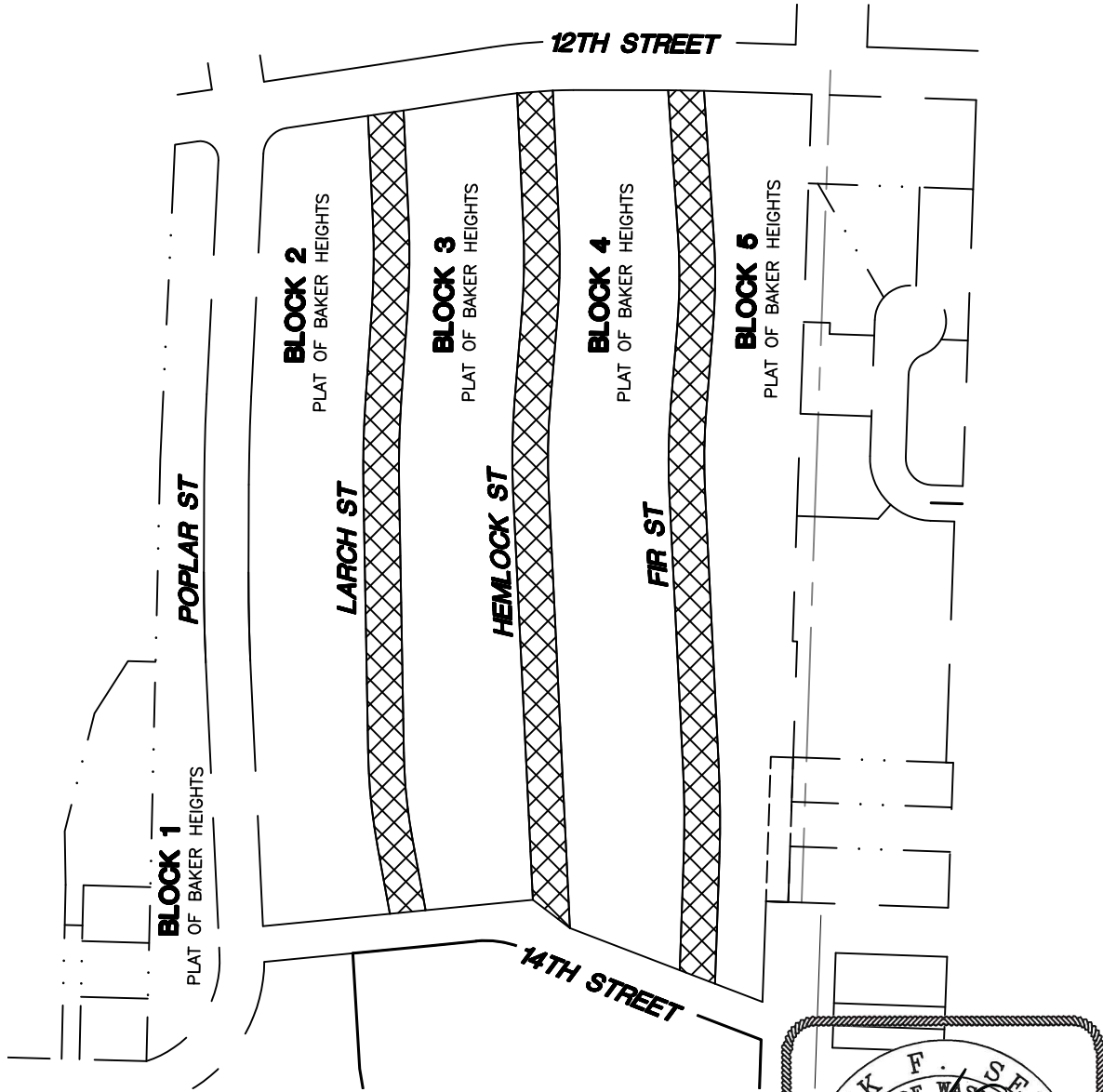
### RIGHT OF WAY VACATION AREA:

THAT PORTION OF LARCH STREET, HEMLOCK STREET AND FIR STREET ACCORDING TO THE PLAT OF BAKER HEIGHTS, RECORDED IN VOLUME 14 OF PLATS, PAGE 111, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING SOUTHERLY OF 12<sup>TH</sup> STREET AND NORTHERLY OF 14<sup>TH</sup> STREET.

CONTAINING 112,587 SQFT MORE OR LESS



# EXHIBIT MAP



RIGHT OF WAY VACATION AREA



PACE Engineers  
11255 Kirkland Way, Suite 300  
Kirkland, WA 98033  
p. 425.827.2014  
www.paceengrs.com

SCALE: 1"=200' FILE: V19488-Parks District Vacation.DWG DATE: 10/11/2023 JFS PROJ. NO.: 19488.23

## EXHIBIT "B"

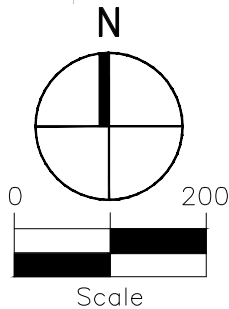
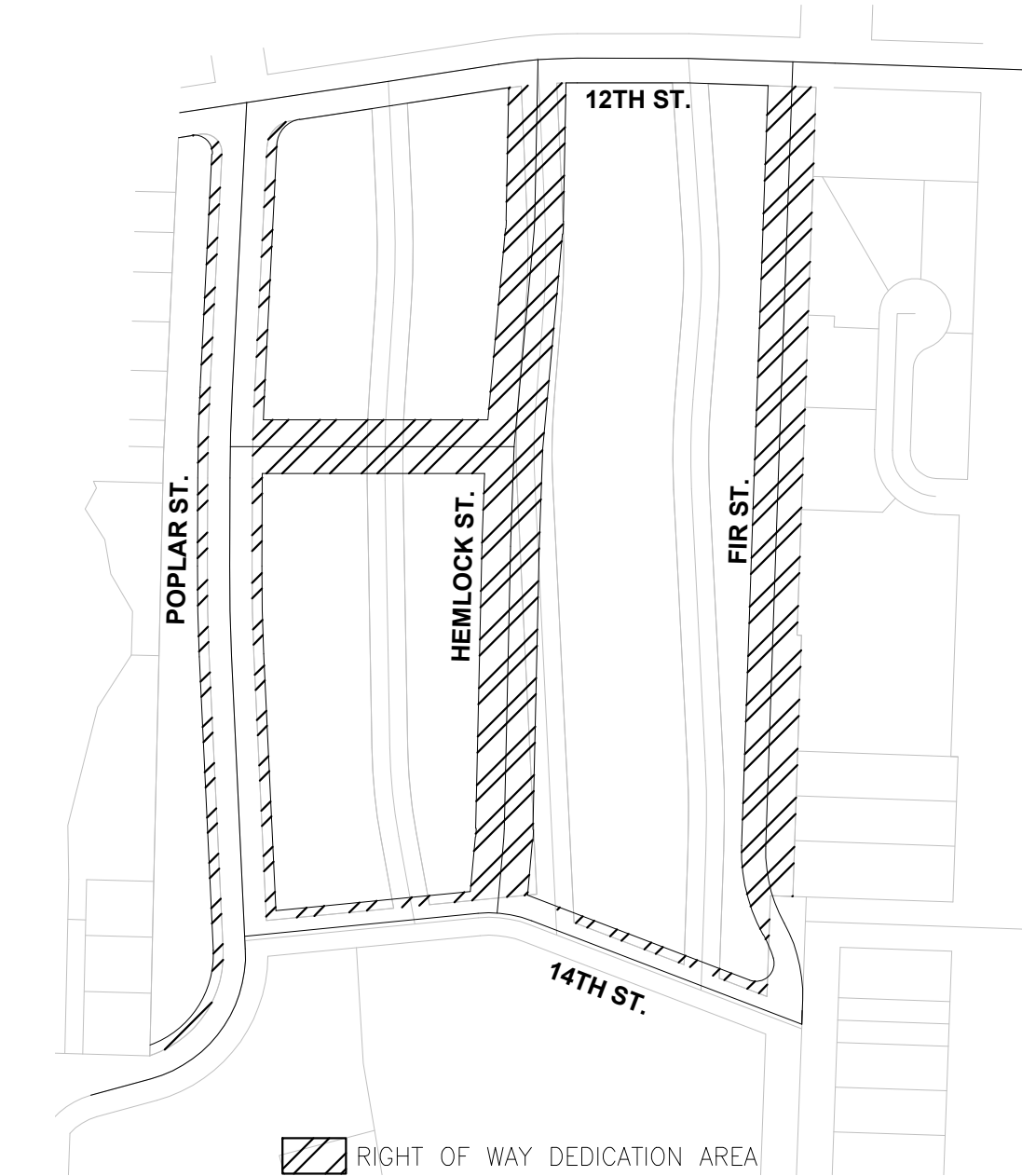
### RESPONSE TO SPECIFIC CRITERIA FOR A VACATION GRANT

Criteria	Petitioner Response
1. No present need exists for the street or alley	The abutting property is vacant.
2. No foreseeable future need exists and the street or alley is clearly surplus property	The vacation supports future redevelopment of the surrounding property. The functionality of the vacated streets will be replaced with new dedicated streets.
3. That there would be no adverse or damaging effect to abutting or neighboring properties, nor discomforts caused to the inhabitants, or occupants thereof	The abutting property is vacant with no inhabitants or occupants. The functionality of the vacated streets will be replaced with new dedicated streets which will be designed and constructed under current transportation standards and improve benefits to the public interest.
4. That benefit would be derived by the neighborhood and/or City from the vacation	<p>The vacation supports future redevelopment of the surrounding property. The Park District will be a 16-acre development with up to 1,500 mixed-income housing units, new community-centered retail, civic uses, open spaces, and other neighborhood amenities near public transit.</p> <p>The Park District will be possible with a reconfigured, more efficient street network. The current street network forms narrow blocks which are not efficient for development and the current streets do not meet current transportation standards.</p> <p>The functionality of the vacated streets will be replaced with new dedicated streets which will be designed and constructed under current transportation standards and improve benefits to the public interest, the neighborhood, and the City.</p>

# EXHIBIT C

## RIGHT OF WAY PROPOSED FOR DEDICATION

Plotted: Oct 25, 2023 - 3:51:59pm By arobershotte  
File: Z:\Shared\Seattle - Pioneer\1\_Projects\15200s\15250 Everett Housing Park District\CAD\Current\Street Vacation\ Dedication PLAN.dwg Layout: Layout1



ROW TYPE	ROW AREA (SF)
TO BE VACATED	-112,587
TO BE DEDICATED	+150,435
TOTAL CHANGE IN ROW AREA	+37,848



119 PINE STREET, SUITE 400  
SEATTLE, WA 98101  
T 206.223.0326  
www.migcom.com



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

**A RESOLUTION of the City of Everett fixing a date and time to hear and determine the petition for the proposed vacation of Larch, Hemlock, and Fir Streets lying south of 12th Street and north of 14th Street in the plat of Baker Heights.**

**WHEREAS,**

- A. The owners of more than two-thirds of the property abutting the following streets have signed a petition for the vacation thereof:

**LARCH, HEMLOCK, AND FIR STREETS LYING SOUTH OF 12TH STREET AND NORTH OF 14TH STREET  
IN THE PLAT OF BAKER HEIGHTS**

These streets are legally described as follows:

**THAT PORTION OF LARCH STREET, HEMLOCK STREET, AND FIR STREET ACCORDING TO THE PLAT  
OF BAKER HEIGHTS, RECORDED IN VOLUME 14 OF PLATS, PAGE 111, RECORDS OF SNOHOMISH  
COUNTY, WASHINGTON, LYING SOUTHERLY OF 12TH STREET AND NORTHERLY OF 14TH STREET.  
CONTAINING 112,587 SQ FT MORE OR LESS**

- B. The petition has been filed with the City Clerk. RCW 35.79.010 provides that the City Council shall, by resolution, fix a time for public hearing on the petition.

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

1. A public hearing be set for **February 7, 2024, at 6:30 p.m.**, in the City Council Chambers at 3002 Wetmore Avenue, to hear and determine the petition for the vacation of the streets described above.

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

**Project title:** Municipal Pole Attachment License Agreement with Snohomish County PUD

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 12/13/2023  
Action  
Ordinance  
Public hearing  
Yes ☒ No

**Budget amendment:**  
Yes ☒ No

**PowerPoint presentation:**  
Yes ☒ No

**Attachments:**  
Pole Attachment Agreement

**Department(s) involved:**  
Real Property  
Parks & Facilities  
Legal

**Contact person:**  
Bob Leonard

**Phone number:**  
425-257-8335

**Email:**  
bleonard@everettwa.gov

**Initialed by:**  
*RML*  
Department head

Administration

Council President

**Project:** Municipal Pole Attachment License Agreement

**Partner/Supplier:** Snohomish County PUD

**Location:** City Wide

**Preceding action:** 2006 Pole Attachment Agreement

**Fund:** 024 Engineering and Public Services

**Fiscal summary statement:**

Annual pole attachment fees of approximately \$6,000 based on the number of existing city infrastructure attachments to PUD owned poles.

**Project summary statement:**

This \$6000 agreement is for attachments on PUD poles. This new license agreement is a SnoPUD driven update that requires all municipalities within SnoPUD's service area to pay a nominal fee for their attachments to SnoPUD's poles. Previously, local municipalities were exempt from attachment fees. It is expected that Everett's new attachment fees will be approx. \$6,000/year.

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

Authorize the Mayor to sign the Municipal Pole Attachment License Agreement with Snohomish County PUD.

# POLE ATTACHMENT LICENSE AGREEMENT FOR MUNICIPAL ENTITIES

This is a Pole Attachment License Agreement (“Agreement”) between the Public Utility District No. 1 of Snohomish County, a Washington State Municipal Corporation (“Licensor”), and the City of Everett, a Washington State Municipal Corporation, (“Licensee”). Licensor and Licensee are also referred to herein individually as “Party” and collectively as “Parties”.

WHEREAS, Licensee desires to attach various communications facilities and equipment including cables, wires and appliances, strand mounted equipment (including amplifiers, and devices that may be operated without an individual license from the Federal Communications Commission (“FCC”)) together with associated cable messengers, anchors, power supplies, and other appurtenances (collectively and individually referred to herein as “Equipment”) to the utility poles of the Licensor in its Distribution Area

WHEREAS, subject to the terms and conditions hereof, Licensor is willing to permit, to the extent it may lawfully do so, the Licensee to attach its Equipment upon the poles of the Licensor where, in the judgment and opinion of Licensor such attachment will not interfere with the service requirements of the Licensor or other Licensor authorized joint users, including considerations of economy and safety.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties agree as follows:

## I. GENERAL AGREEMENT

### 1.01 Permits - In General

Subject to the terms, conditions and limitations set forth in this Agreement, Licensor agrees that it will issue specific permits to Licensee to permit the Licensee to attach its Equipment to specific points of contact on specific poles of Licensor within the distribution area defined in Section 1.03.

However, under certain circumstances, and in the sole judgment and opinion of the Licensor, Licensor may refuse to grant a specific permit for a particular pole. Circumstances which may justify Licensor’s refusal include, but are not limited to, the following:

- (a) There is insufficient capacity for Licensee’s Equipment on the pole; and
- (b) For reasons of safety, reliability, and/or the inability to meet generally applicable engineering standards and practices.

In the event a specific permit has been granted by the Licensor for a particular pole but the Licensee has not made its attachment to that pole within one hundred twenty (120)

days from the date the permit was issued, Licensor shall have the right to cancel and revoke such permit on twenty (20) days' written notice subject to Licensee having the right to maintain said permit should it make its attachment to said pole within the first ten (10) days of said twenty (20) day period. Nothing contained in this Agreement, or any permit issued pursuant to this Agreement, shall be construed to compel the Licensor to maintain any of its poles for a period longer than is necessary for Licensor's service requirements. In the event that Licensor elects to discontinue use of any pole or poles for which a specific permit has been granted to Licensee, Licensor will send a written notice to that effect to Licensee, and Licensee agrees to remove its Equipment from such pole or poles within thirty (30) days of the date of such notice in accordance with Section 6.05.

#### 1.02 Specific Permits Required

The Licensee shall have no right pursuant to this Agreement to attach to any pole of the Licensor until a specific permit has been granted as to that pole for each attachment.

#### 1.03 Distribution Area

The Distribution Area covered by this Agreement shall be that portion of Snohomish County and Camano Island as served by the Licensor.

#### 1.04 Joint Ownership

It is understood that some of the poles for which permits are sought from the Licensor under this Agreement will not be owned solely and entirely by this Licensor and that such poles may be owned, in part, jointly with others. Accordingly, all references herein to "Licensor's poles" or "its poles" shall mean all poles in which the Licensor has an ownership interest including poles solely owned by the Licensor and poles owned by the Licensor jointly with others. The Licensor does not, by granting of a permit for any poles to which it does not have complete or full ownership, in any manner warrant or grant or convey any permit or permitting rights on behalf of any other joint owner(s) of such poles and Licensor hereby specifically states that it has no rights to bargain for or permit for or on behalf of any other joint owner of any pole. As to jointly owned poles, the Licensee specifically understands and agrees that it will be required to make appropriate agreements for permits, licenses, or other written consent for Licensees' use of a jointly owned pole with all other joint owners of such poles; provided, further, that Licensee hereby agrees to be responsible for obtaining the appropriate permission from all joint owners and Licensee further agrees to hold harmless and indemnify the Licensor herein from any claims or damages alleged against Licensor by reason of the failure of Licensee to secure or obtain the appropriate permission, license, or permit from any other joint owners of such poles.

#### 1.05 Licensor/Licensee Relationship

No use, however extended, of the Licensor's poles under this Agreement shall create or vest in Licensee any ownership or property right in said poles. It is expressly understood and agreed that the privileges of Licensee shall be and shall remain the privileges of a mere Licensee. Moreover, Licensee specifically understands and agrees that the permit privileges granted herein and the specific permits granted pursuant to this Agreement are

non-exclusive, and Licensor may grant attachment privileges to other Parties for the use of the same poles for which Licensee has specific attachment permits; provided, however, that pole attachment privileges subsequently granted by Licensor to other parties pursuant to licenses, permits and/or rental agreements shall not limit or interfere with any prior attachment privileges granted to Licensee hereunder or result in further rearrangement or make-ready costs to Licensee.

#### 1.06 Other Users

It is specifically understood and agreed that the permits granted pursuant to this Agreement are non-exclusive and that other parties including utility companies, municipalities, and private parties have attachment privileges on Licensor's poles and, further, Licensor may continue to grant attachment privileges to other parties after Licensee has attached its facilities to a particular pole. Nothing in this Agreement or elsewhere shall give the Licensee any exclusive privilege to the use of the Licensor's poles for any purpose, and the Licensor shall be free at any time, if Licensor so desires, to grant attachment privileges to other users. Nothing herein contained shall be construed as affecting the privileges previously conferred by the Licensor, by contract or otherwise, to Licensor's continuing right to extend attachment privileges to other users. The attachment privileges granted by the Licensor to Licensee shall be at all times subject to any contracts, agreements, and arrangements made by Licensor and such other users. However, pole attachment privileges subsequently granted by Licensor to other parties pursuant to licenses, permits and/or rental agreements shall not limit or interfere with any prior attachment privileges or uses granted to Licensee hereunder or result in further rearrangement or make-ready costs to Licensee.

#### 1.07 Primary Use of Poles

The Licensee expressly recognizes and agrees that the Licensor's poles are used and are to continue to be used primarily for the Licensor's purposes and for the purpose of joint users and, accordingly, the Licensee's use will be a secondary use and that this Agreement is made and all permits granted hereunder are granted as an accommodation to the Licensee. Therefore, Licensee specifically agrees that it will pay, in addition to the charges specified in Article III below, all costs incurred by Licensor in connection with any work performed by the Licensor pursuant to this Agreement in order to provide or maintain space on any poles for the Licensee's Equipment, and any other costs incurred by the Licensor arising out of this Agreement, as hereinafter provided. Licensee further agrees to be responsible for any consents, permits, taxes, licenses or other requirements that may be imposed upon Licensor by reason of this Agreement and to pay all such taxes, fees, charges, and expenses as may be imposed upon Licensor as a result of this Agreement.

#### 1.08 Prohibited Equipment

Pole mounted or strand mounted FCC licensed radios are not be permitted under this Agreement. Attachment of FCC licensed radios may be permitted under a separate Master License Agreement (MLA) or Small Cell Master License Agreement (SCMLA) with Licensor. Additionally and in the event that Licensee desires to attach other equipment or facilities to Licensee's pole(s) that are neither Equipment as that term is defined in this

Agreement or FCC licensed radios, Licensee will need to enter into a separate agreement with Licensors containing terms and conditions for said attachments.

#### 1.09 Administrators

Each Party to this Agreement shall designate an individual ("Administrator"), which may be designated by title or position, to oversee and administer such Party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

Licensors Initial Administrator:  
Beth A. Haskin  
Joint Use & Permits Administrator  
Snohomish Co PUD #1  
1802 75<sup>th</sup> St SW, MS-O3  
Everett, WA 98203-6264  
425-783-4315

Licensee's Initial Administrator:  
Corey Hert  
City Traffic Engineer  
City of Everett  
3200 Cedar Street  
Everett, WA 98201  
425-257-8887

Either Party may change its Administrator at any time by delivering written notice of such Party's new Administrator to the other Party.

## II. PROCEDURES AND COSTS

#### 2.01 Application Permit Form

The Licensee is required to obtain a permit to attach its Equipment to any of the Licensors poles. Licensee shall make a written application therefor on the application form provided by Licensors, a copy of the current version of which is attached to this Agreement as Exhibit "A", and which application form may be revised from time to time in the sole discretion of Licensors. The Licensee shall provide all information listed on Exhibit "C". Notwithstanding the foregoing, no permit shall be required for the installation of a service drop from one of Licensors poles (for which Licensee has already obtained a permit from Licensors for attachment of its Equipment) to a structure of Licensee's customer.

#### 2.02 Application Fee

Each application shall be accompanied by an application fee ("Application Fee") in the amount set forth in the Licensors Joint Use Schedule, as amended from time to time. Such Application Fee shall cover the average costs of the preliminary administrative and engineering review described in Section 2.03 and audit of the completed attachment. Licensors may annually review the Application Fee amount and provide at least six (6) months written notice to Licensee of any increase or decrease in such Application Fee and the Joint Use Schedule shall be amended accordingly.

#### 2.03 Administrative and Engineering Review of Application

Upon receipt of the complete application, the Licensors agrees to review the pole(s) in question to determine among other things:

- (a) Whether such poles are available for the Licensee's Equipment;
- (b) Whether, in order to accommodate the attachment of Equipment of Licensee, any rearrangements or other changes are necessary to the facilities of the Licensor or the facilities of other joint users of the poles in question;
- (c) Whether any poles in question require strengthening (guying and anchoring) in order to support the attachment of Licensee's Equipment;
- (d) Whether any poles require replacement by taller or stronger poles in order to support the attachment of Licensee's Equipment; and
- (e) Whether any vegetation management and/or tree trimming is required.

The administrative and engineering review shall include an engineering estimate of the costs of performing those items described in subsections (b), (c), and (d) of this Section. Such engineering estimates shall constitute "make-ready work" within the meaning of Section 2.04.

Licensor shall review each application submitted by Licensee for completeness and shall notify Licensee whether said application is complete or incomplete within forty-five (45) days of receipt of the application. If incomplete, the notice shall describe what information is needed to make the application complete. Licensee shall have forty-five (45) days (or longer as determined by Licensor) to submit any missing information and complete any action(s) described in the notice of incompleteness. If Licensee fails to provide such information or complete such action(s) within the required time period, Licensor may reject the application and retain the Application Fee.

Within sixty (60) days of an application being deemed complete, Licensor shall notify the applicant as to whether the permit application has been accepted or rejected. In extraordinary circumstances, and with the approval of the applicant, the Licensor may extend the sixty (60) day timeline. If the application is rejected, the Licensor shall provide Licensee with the reasons for the rejection and such reasons shall be in accordance with this Agreement and applicable state and federal law.

#### 2.04 Make Ready Work

The phrase "make-ready work" shall include those items described in subsections 2.03(b), (c), (d), and (e) above.

(a) Make Ready Assessment. Upon completion of the review under Section 2.03, Licensor agrees to notify Licensee as to which of the poles in question are available for the Licensee's Equipment, including the exact location on the poles available or which will be available for attachment of Licensee's Equipment. Licensor further agrees to notify Licensee as to the make-ready work which will be required in order to accommodate attachment of the Licensee's Equipment, including an estimate of the costs of such make-ready work. The Licensor agrees to consider any reasonable objections or comments made

by the Licensee; provided, however, that the final decision as to the necessity for any make-ready work and the cost of such make-ready work shall be made by the Licensor. Upon execution of a Customer Service Contract (described in Section 2.05) receipt of the advance payment of the estimated make-ready costs (described in subsection 2.04(b)), the Licensor shall proceed with such make-ready work, subject to the availability of the necessary materials, equipment and labor, and subject to the further requirement that such work not interfere with the service requirements of the Licensor.

(b) Cost Accounting. The Licensor shall determine the costs of make-ready work and such costs shall include but not be limited to the following:

- Materials and supplies;
- Engineering services;
- Labor costs, including but not limited to regular rates of pay, overtime rate of pay, and any other applicable premium rate of pay;
- Supervision;
- Transportation of Licensor personnel;
- Any applicable taxes;
- General overhead, including appropriate loadings for such items as pension accruals, social security taxes, vacations, holidays, sickness, workman's compensation; and
- Any other accounts under the uniform system of accounts applicable to Licensor as prescribed by the Federal Energy Regulatory Commission.

(c) Pole Replacement Costs. With respect to the replacement of any pole, the costs shall be determined by the Licensor and shall include the total costs of the new pole, and removal of the old pole, of all transferring of the Licensor's Equipment from the old to the new pole, and such other costs, if any, necessitated by the Licensee's requirements, all as defined above, less the total of salvage, if any, and the costs of such portion of the new pole, if any, which represents space reserved for the use of the Licensor and any joint users, greater than that provided for on the old pole.

## 2.05 Advance Payment of Estimated Costs and Customer Service Contract

Within ninety (90) days after the Licensor notifies the Licensee of the contemplated make-ready work and the estimated make-ready cost, the Licensee shall enter into a separate Customer Service Contract with the Licensor for the work to be performed by the Licensor and shall pay the Licensor the estimated costs for doing such work (as determined by the Licensor) at the time the Customer Service Contract is executed. Licensee shall not commence any construction or attempt to attach its Equipment to the Licensor's poles until Licensee has paid to Licensor the costs of all make-ready work and Licensor has authorized Licensee in writing to proceed. In the event Licensee does not enter into a Customer Service Contract with Licensor and pay the estimated costs within said ninety (90) days period, the application may be deemed withdrawn at the discretion of the Licensor. In such event, the Application Fee provided by the Licensee shall be retained by the Licensor.

## 2.06 Required Modifications of Licensee's Attachments

(a) If, in the Licensors judgment, after the granting of any permit to the Licensee, the service needs of the Licensors, or any hazardous conditions, requires the moving and/or modification of the Licensees Equipment, the Licensee agrees to make such changes at its own expense within thirty (30) days after the Licensors sends a notice to such effect, or within such shorter period as is feasible in the case of any hazardous condition.

(b) In the event of the Licensees failure to comply with any request made by the Licensors under this Section, the Licensors shall have the right to exercise any one or more of the following options:

(i) Provide Licensee with written notice that Licensee has fifteen (15) days (or longer as determined by Licensors) to cure/address/resolve identified issue to the satisfaction of Licensors or permit may be cancelled and Licensee be required to remove its Equipment from subject pole(s) in accordance with Section 6.05;

(ii) Cancel Licensees permit on fifteen (15) days' written notice with respect to any subject pole(s) and require Licensee to remove its Equipment from subject pole(s) in accordance with Section 6.05.

(c) The granting of attachment privileges to any other party(ies) and the addition of the equipment of any such third party(ies) to a pole or poles then occupied by Licensee shall not result in any further rearrangement expense or cost of additional make-ready work to Licensee, and any such costs or expense shall, pursuant to agreement between Licensors and such other party(ies), be the exclusive responsibility of such other party(ies).

## 2.07 Unauthorized Pole Attachments - Penalty

In the event Licensee shall attach Equipment to any pole of Licensors without specific permit for such attachment, in addition to the Application Fees, make-ready costs, and permit fees set forth herein, Licensee also understands and agrees that it shall pay a penalty for each unauthorized pole attachment in the amount set forth in the Licensors Joint Use Schedule; provided that such amount may be increased from time to time upon at least six (6) months written notice to the Licensee. In addition to said penalty, Licensee also understands and agrees to pay an Application Fee for such poles as described in Section 2.02, and pole attachment fees as described in Section 3.01. In addition, Licensee shall pay accrued attachment fees as determined in accordance with Section 3.01 calculated from the date of such unauthorized attachment. In the event the Licensee cannot provide Licensors with satisfactory documentation (as solely determined by Licensors) as to the actual date of such unauthorized attachment, the Licensee shall be liable to Licensors for accrued charges for such attachment for a period of five (5) years preceding the date of discovery by the Licensors of such unauthorized attachment. The amount calculated for such accrued charges will be based on the current attachment fee(s) in effect for a wholly-owned Licensors pole on the date of discovery by the Licensors of such unauthorized attachment. Said penalty, Application Fee, and accrued attachment fees shall be paid by Licensee within thirty (30) days of the date Licensors notifies Licensee of the unauthorized pole attachment.

## 2.08 Overlapping

The following permit application process will be utilized for proposed overlap construction.

(a) Licensee will submit application form and Application Fee in accordance with Sections 2.01 and 2.02.

(b) Licensors shall review the application in accordance with Section 2.03 and will identify and record any existing NESC violations. If during the review, Licensors identify any defects and/or violations that would constitute a critical safety hazard (as solely determined by Licensors), then Licensors will correct the defect/violation to eliminate safety hazard prior to allowing Licensee to proceed with overlap construction.

(c) Subject to review and correction of any identified critical safety hazards per Section 2.08(b), if the proposed overlap construction does not create an NESC violation or worsen an existing violation, Licensors will approve the application and allow Licensee to proceed with overlap construction.

(d) Upon completion of overlap construction, Licensee will complete/close out the National Joint Use Notification System ("NJUNS") ticket generated by Licensors when the permit for the overlap construction was issued by Licensors and Licensors may review completed overlap construction.

(e) There shall be no annual attachment fee associated with such approved overlap permits.

## III. FEES

### 3.01 Amount

(a) Annual Attachment Fee. The Licensee agrees to pay to the Licensors for each attachment per pole, as consideration for the permits to place its Equipment on Licensors' poles as described herein, the annual attachment fee(s) set forth in the Licensors' Joint Use Schedule to this Agreement. Such annual charges shall be paid within thirty (30) days of Licensee's receipt of Licensors' pole count and pole attachment identified itemized invoices in semi-annual installments. In the event Licensors do not receive payment within said thirty (30) day period, a late penalty of one percent (1.0 %) per month may be added on the unpaid amount past due.

(b) Method of Computation. The amount of semi-annual payment due for each six (6) month period shall be determined by Licensors based upon the total number of attachments on poles permitted as of December 15 for the January 1 to June 30 period and as of June 15 for the following July 1 to December 31 period.

(c) Interim Fees. The amounts set forth in the Joint Use Schedule shall be prorated per attachment per pole per month or fraction of a month from the dates of the

granting of the permit for each attachment to the beginning of the next semi-annual billing period. Said interim charges shall be payable in advance at the time the permit application is filed for the remainder of the current six (6) month period.

### 3.02 Licensors Right to Change Amount

Licensors may from time to time increase or decrease the attachment fees set forth in the Licensors Joint Use Schedule hereto upon at least six (6) months written notice to Licensee and in accordance with applicable state and federal law. Such increase or decrease in fees shall take effect on the date specified in such notice or such other later time as determined by the District Board of Commissioners. Licensee shall have ninety (90) days from the date of the written notice to provide written comments to the District concerning any proposed fee increase or decrease. If such changes are not acceptable to Licensee, Licensee may terminate this Agreement as hereinafter provided.

### 3.03 Refund

In the event the Licensors cancels any permit or permits for reason other than the Licensees default, the Licensee shall be entitled to a refund for each full month remaining in the period for which rental has been paid.

## IV. PERMIT ATTACHMENTS

### 4.01 Permission from Other Authority

Before attaching any Equipment to the Licensors poles, Licensee shall secure any necessary licenses, franchises, permissions or consents from federal, state or municipal authorities and shall secure any necessary easements from the owners of any property required for the construction and maintenance of Licensees Equipment at the locations of the poles of the Licensors to which it desires to attach. Upon request from Licensors, Licensee shall provide a copy of any such license, franchise, permit, consent and/or easement.

(a) Existing Easements. Licensee understands that Licensors existing easements rights may not include the rights necessary for Licensee to attach its Equipment at the locations of the poles of the Licensors to which it desires to attach. In that event, it shall be the responsibility of Licensee to secure the necessary rights for Licensee to attach its Equipment to said poles.

(b) Future Easements. In the event Licensors elects to procure easement rights for its poles and facilities, Licensors will seek rights which cover the poles and facilities of Licensors only.

### 4.02 Specifications and Standards

The Licensee at its own cost and expense shall construct, maintain and replace its Equipment on Licensor's poles in accordance with applicable local, state and/or federal law and the requirements and specifications of the current National Electrical Safety Code and any amendments or revisions thereof. In addition, all attachments shall be made by the Licensee in accordance with the Construction Standards attached hereto and made a part hereof, which may be revised from time to time by the Licensor. Licensor shall notify Licensee in writing of any such revisions to the Construction Standards applicable to Licensee's attachments.

#### 4.03 Maintenance Duties

The Licensee shall, at its own cost and expense, operate and maintain all of its Equipment on the Licensor's poles in a safe manner and condition.

#### 4.04 Damage to Facilities

The Licensee shall avoid damage to facilities of the Licensor or other joint users on ~~said~~ poles of Licensor, and hereby assumes all responsibility for any and all loss and damage to said poles—caused by the acts, omissions or facilities of the Licensee, its employees or agents. The Licensee shall make an immediate report to the Licensor of the occurrence of any damage and hereby agrees to reimburse the Licensor or other owners of the property damaged for the expense incurred in making repairs.

#### 4.05 Modifications - Licensor Permission Required

Permits, when granted, are for the specific equipment, facilities and location specified in the original application. Any subsequent modification in the nature or location of the attachment specified on the permit shall require the Licensee to request modification to the existing permit or to apply for a separate permit for such additional attachment. Modifications performed by Licensee in the nature or location of attachments without such a modification to the existing permit or a separate permit are unauthorized under this Agreement and shall be subject to the penalties specified in Section 2.07 (relating to unauthorized pole attachments) and to the provisions set forth in Section 4.11 (requiring prompt removal of such modified attachments). Notwithstanding the foregoing, no permit modification or new permit shall be required for the installation of a service drop from one of Licensor's pole (for which Licensee has already obtained a permit from Licensor for attachment of its Equipment) to a structure of Licensee's customer.

#### 4.06 Inspection

The Licensor may inspect and audit each new installation of the Licensee on its poles and in the vicinity of its lines or facilities and may make periodic inspections of all attachments of the Licensee; and the Licensee shall reimburse the Licensor for the cost of such surveys, inspections and audits. Such inspections and audits shall not operate to relieve the Licensee of any responsibility, obligation or liability assumed under this Agreement.

#### 4.07 Maintenance Rights

The Licensor reserves for itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its public service requirements.

#### 4.08 Claims by Licensee and Licensee's Customers

(a) The Licensor shall not be liable to the Licensee or the Licensee's customers, and the Licensee shall indemnify, protect and save harmless the Licensor against any claims by the Licensee's customers, for any interruption to the service of the Licensee, or for interference with the operation of the cables, wires and appliances of the Licensee arising in any manner whatsoever, including, without limiting the generality of the foregoing, any such interruption or interference arising out of action taken by the Licensor pursuant to Section 6.05, or for any other damage suffered by the Licensee or its customers, except to the extent that any such interruption, interference or damage is caused by the negligence or misconduct of the Licensor or of other joint users or of agents or employees of the Licensor or other joint users.

(b) Licensor shall not be liable to the Licensee for any special, indirect, incidental, consequential, exemplary and/or punitive damages in connection with or otherwise arising out of this Agreement and Licensee expressly waives any claim for such damages.

(c) The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

#### 4.09 Time for Removal

Whenever, pursuant to the provisions of this Agreement, Licensee is required to remove its Equipment from any poles, such removal shall be made in accordance with Section 6.05.

#### 4.10 Transfer of Equipment

(a) The Licensor, in the course of replacement or removal of solely owned poles or jointly owned poles, shall provide the Licensee with notification prior to the performance of the work, via a Joint Pole Notification (JPN) or other written or electronic notice. Licensor is under no obligation to coordinate such work with Licensee with the exception of work sites which require all entities involved to coordinate the work for the purpose of safety of the crews and the public.

(b) Licensee, upon receipt of said notice, may elect to contact Licensor and attempt to coordinate the work. In the event Licensee is able to coordinate the transfer of Licensee's Equipment during the course of Licensor's work simultaneously with the work being performed by Licensor, Licensee shall perform such transfer of Equipment\_work in a time and manner so as to permit Licensor to remove its obsolete and/or depreciated pole(s) during the course of Licensor's work. Licensor shall not be required to remain at a work site longer than thirty (30) minutes to allow Licensee to complete its transfer of

Equipment work such that removal of obsolete and/or depreciated poles can be performed by the Licensor.

(c) If the Licensee has not completed its transfer of Equipment work within said thirty (30) minutes, the Licensor shall provide written notification to the Licensee of its completion date of Licensor's work. Licensor agrees that Licensee shall have thirty (30) days following such notice by Licensor in which to transfer or overlash its Equipment; provided, however, that said time period may be shortened in the event of an emergency situation (as determined by the Licensor) requiring prompt action by Licensee.

(d) In the event multiple Licensees have facilities on Licensor's poles, the last Licensee removing its facilities shall assume complete responsibility for any obsolete and/or depreciated poles and their subsequent removal. Licensor shall maintain records of all Licensee's notification(s) made to the Licensor (including the date of all such removals or transfers of all Licensees' facilities). Copies of such records shall be provided to Licensee upon request. In the event a dispute arises as to which Licensee was the last to remove its facilities, Licensor may rely on such records to determine Licensee responsibility for such pole removal. In the event Licensee fails to arrange for such pole removal in the time specified above, then Licensor may remove such pole and charge all costs associated with such removal to Licensee. Notwithstanding the foregoing, if the Licensee is present at the worksite during the replacement or removal of Licensor's poles as set forth above and, due to operational or other reasons, the Licensor does not permit the Licensee to proceed with the removal of such facilities, the Licensor shall assume the obligation to remove such obsolete and/or depreciated poles.

#### 4.11 Prompt Removal Required

Upon written notice from Licensor to Licensee that: (i) Licensee's use of any pole or poles is in violation of applicable local, state and/or federal law; (ii) Licensee's Equipment is attached to a pole without the permission of the underlying property owner if the property owner's permission is legally required; (iii) Licensor has notice of any misstatement or omission in the information provided by the Licensee in its application form; (iv) Licensee has modified its attachments without complying with Section 4.05; or Licensee failed to transfer its Equipment in accordance with Section 4.10, the Licensor shall have the right to exercise any one or more of the following options:

(a) Provide Licensee with written notice that Licensee has fifteen (15) days (or longer as determined by Licensor) to cure/address/resolve any identified issue(s) to the satisfaction of Licensor. In the event Licensee fails to cure/address/resolve any identified issue(s) within said time period to the satisfaction of Licensor, Licensor may cancel the permit for the Equipment on the pole(s) associated with the issue(s) and Licensee shall thereafter be required to remove its Equipment from said pole(s) in accordance with Section 6.05; or

(b) Cancel Licensee's permit on fifteen (15) days' written notice with respect to any subject pole(s) and require Licensee to remove its Equipment from subject pole(s) in accordance with 6.05.

## V. LIABILITY, DAMAGES AND INSURANCE

### 5.01 Indemnification and Hold Harmless Provision

(a) To the fullest extent permitted by law, the Licensee shall indemnify, defend, hold harmless and release the Licensors and its commissioners, officers, employees and agents from and against any and all liabilities, losses, claims, damages, costs, demands, fines, judgments, penalties, obligations and payments, together with any reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses and reasonable costs and expenses of investigation) incurred in connection with any of the foregoing, to the extent they result from, relate to or arise out of or in connection with (i) any negligent failure of the Licensee, its employees and/or agents to perform or observe any term, provision, covenant, agreement or condition hereunder to be performed or observed by or on behalf of the Licensee or (ii) any negligence or intentional misconduct of the Licensee, its employees and/or agents.

(b) In the event that the Licensee and the Licensors are both negligent, then Licensee's liability for indemnification of the Licensors shall be limited to its contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Licensee, its employees, and/or agents.

(c) Solely and expressly for purposes of its duties to defend, indemnify and hold harmless Licensors as set forth above, the Licensee specifically waives any immunity it might have under the State Industrial Insurance law, RCW Title 51, or any similar worker's compensation act, in the event that a claim is made against the Licensors for an injury to any employee of Licensee. **THE LICENSEE ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.**

(d) The Licensors' inspection or acceptance of any of the Licensee's work and/or services when completed shall not be grounds to avoid any of these covenants of indemnification.

(e) Nothing contained in this Section shall be construed to create a liability or a right of indemnification in any third party.

(f) In the event that Licensee contracts/subcontracts with another party to perform work and/or services needed and/or required pursuant to this Agreement, the Licensee shall require and ensure that any such contract/subcontract contains an indemnification and hold harmless provision substantially similar to this Section 5.01.

(g) The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

### 5.02 Liability Insurance

[WHILE INSURANCE LANGUAGE MAY VARY WITH EACH ATTACHER, INSURANCE COVERAGE MUST SUBSTANTIALLY COMPLY WITH THE FOLLOWING TERMS AND CONDITIONS]

The Licensee shall carry insurance, at its sole cost and expense to protect the Licensor and joint users in respect of the Licensee's liability for all claims and demands and from and against any and all actions, judgments, costs, expense and liabilities of every name and nature arising out of and/or resulting from use and occupancy of premises or by reason of the acts or omissions of the Licensee hereunder.

(a) Liability Limits. Commercial General Liability with a limit of \$2,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate including personal and advertising injury.

(b) Increase in Limits. Licensee understands that circumstances may change and that an increase in the limits of liability insurance may be necessary. Accordingly, Licensee agrees, upon sixty (60) days' prior written notice to Licensee that states proposed insurance limit increase, that Licensor may reasonably require an increase in the limits of liability insurance and Licensee further agrees to provide such insurance in increased amounts as a condition to Licensee's continued use of Licensor's poles. If Licensee is unwilling or unable to obtain insurance in such increased limits, Licensee shall be deemed to have terminated this Agreement and shall be required to remove its attachments and facilities from Licensor's poles in accordance with Section 4.10.

(c) Worker's Compensation. Licensee agrees to comply with the requirements of any applicable Worker's Compensation laws.

(d) Evidence of Insurance. Licensee agrees to provide a Certificate of Insurance and additional insured endorsement annually upon the anniversary date of this Agreement. All insurance required hereunder shall remain in force for the entire life of this Agreement. The company or companies issuing such insurance be rated A-, VII or better by AM Best or otherwise be reasonably acceptable to Licensor. The Licensor shall be included as an additional insured party as its interest may appear under this Agreement on the commercial general liability and commercial automobile-liability policies. Upon receipt of notice from insurer(s), Licensee shall provide Licensor with thirty (30) days prior written notice of cancellation of any required insurance coverage.

(e) Primary Coverage Required. The insurance shall provide primary coverage to Licensor and shall not be contributory with or excess to any other insurance maintained by Licensor.

### 5.03 Notification of Claims

To the extent known and when known, the Licensee shall promptly advise the Licensor of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner by, or directly or indirectly associated with, the erection, maintenance, presence, use or removal of the Licensee's Equipment located on Licensor's

poles. After such an advisement, Licensee shall provide Licensor with copies of all accident or other reports made to any insurer.

#### 5.04 Licensee's Responsibility

The insurance requirements contained herein shall not in any manner be deemed to limit, ~~or~~ qualify, or otherwise alter the liabilities or obligations assumed by Licensee under this Agreement.

#### 5.05 Insurance Requirements for Contractors/Subcontractors

In the event that Licensee contracts/subcontracts with another party to perform work and/or services needed and/or required pursuant to this Agreement, the Licensee shall require and ensure that any such contract/subcontract contains insurance requirements substantially similar to this Section 5.02 through Section 5.04, including but not limited to type and amount of insurance coverage. The Licensee shall require any such contractor/subcontractor to furnish to the Licensee (and, upon request, the Licensor) a Certificate of Insurance showing evidence of such coverage.

### VI. REMEDIES ON DEFAULT

#### 6.01 Licensor's Termination Rights

(a) If Licensee fails to pay any sum due Licensor under this Agreement, or to provide and to maintain the security required in this Agreement, Licensor shall have the right to terminate this Agreement; provided, however, that Licensor shall give Licensee written notice of such default and Licensor's intent to terminate, and Licensee shall have thirty (30) days in which to cure such default.

(b) In addition to Licensor's right of termination set forth above, and Licensor's rights of termination set forth in other provisions of this Agreement, Licensor shall have the further right to terminate this Agreement or to cancel a particular permit or permits for specific pole attachments if the Licensee shall default in any manner in performing any action required under this Agreement; provided, however, that the Licensor shall give Licensee written notice of such default and Licensor's intent to terminate, and Licensee shall have thirty (30) days in which to cure such default.

(c) Licensee's rights under this Agreement shall remain subject to the express condition that Licensee continue to comply with all applicable laws, statutes, rules, and regulations now in effect or which may hereafter be issued by local, state and federal governmental entities. Accordingly, this Agreement is subject to termination by Licensor upon thirty (30) days' written notice (or longer period at the discretion of Licensor) to Licensee upon appropriate request or mandate issued by a governmental agency with requisite authority and claiming such failure to comply. Should Licensee thereafter comply within said thirty (30) day notice period (or longer period at the discretion of Licensor) with applicable laws, statutes, rules, and regulations now in effect or which may hereafter be issued by local, state and/or federal governmental entities to the satisfaction of said

governmental agency, Licensor's right to terminate the Agreement shall cease with respect to said noncompliance.

(d) The Licensor may terminate this Agreement upon written notice in the event the Licensee has not applied for any permit within six (6) months from the date hereof; provided, however, that Licensee shall have thirty (30) days from the date of the written notice to apply for a permit(s) and cure such default.

(e) The Licensor may terminate this Agreement upon written notice in the event that no permit has been granted hereunder within one (1) year from the date hereof; provided, however, that Licensee shall have thirty (30) days from the date of the written notice to remedy the reason why no permit has been granted if due to the fault or inaction of Licensee; provided additionally that Licensor may not terminate this Agreement under this subsection if Licensee has pending an application for a permit, and Licensor has failed to act thereon within such period due to no fault of Licensee.

(f) Any termination pursuant to this Section shall be effective immediately upon the Licensor's mailing the notice of termination to Licensee following the expiration of the thirty (30) day period to cure the default.

(g) Termination of this Agreement or any specific permit shall not release Licensee from any liability or obligations under this Agreement, including, without limiting the generality of the foregoing, the obligation to continue to pay pole attachment fees as provided in Article III of this Agreement for such time as Licensee's Equipment remain on Licensor's poles, Licensee's obligation to pay any costs and expenses incurred by Licensor for the removal of Licensee's Equipment, and financial penalties imposed by Licensor for failure of Licensee to remove its Equipment in accordance with the terms and conditions of this Agreement .

#### 6.05 Licensee's Duty to Remove Equipment

Upon termination of this Agreement, or cancellation of any permit or permits issued pursuant to this Agreement, Licensee agrees to remove its attachments from any poles affected within thirty (30) days after the effective date of such termination or cancellation (or such other time period required by applicable local, state and/or federal law or within such shorter period as is feasible in the case of any hazardous condition).

(a) Licensee's Failure to Remove or Make Changes. After the expiration of any applicable notice and/or cure period, in the event that Licensee has failed to make any change in its Equipment required by Licensor, or failed to remove any Equipment upon cancellation of any specific permit or upon termination of this Agreement, Licensor shall have the right to make such changes or effect such removals subject to any applicable advance notice requirement under this Agreement.

(b) Emergency. In case of emergency or immediate service needs of Licensor, Licensor may perform such removal or change work without notice to Licensee or upon such notice as may be reasonable under the circumstances. If no notice is provided to

Licensee prior to such removal or change work, Licensor will provide reasonable notice given the circumstances to Licensee after the removal or change work is performed.

(c) Costs of Licensor's Work. Licensee shall pay all costs and expenses of any Equipment removal or changes performed by Licensor in accordance with this Agreement. Said costs shall be determined in accordance with the provisions of Article II of this Agreement. Licensee shall pay such costs within thirty (30) days of the date of Licensor's billing for such costs.

(d) Retention and Disposal of Licensee's Equipment. If Licensor removes any of Licensee's Equipment on Licensor's poles pursuant to this Section or any other Section of this Agreement, Licensor has the right to any one or combination of the following options with regard to the removed Equipment:

(i) Licensor may hold such Equipment as additional security for the payment of any sums due under this Agreement;

(ii), Licensor may sell such Equipment at a public or private sale without notice to Licensee;

(iii) If Licensor determines such Equipment is of little or no value, Licensor may dispose of the Equipment without notice to Licensee; and/or

(iv) Licensor may turn such Equipment over to Licensee.

In the event Licensor sells any of Licensee's Equipment, Licensor shall apply the proceeds to the payment of sums due under this Agreement and shall turn over the balance, if any, to Licensee.

(e) Liquidated Damages for Failure to Remove Equipment. In the event that Licensee fails to remove its Equipment within the required time period and in recognition of the difficulty in calculating the actual costs, expenses and other damages ("Loss") that Licensor will incur due to such failure, the Parties agree that; Licensor may impose liquidated damages upon Licensee of \$20 for each day per utility pole Licensee fails to remove its Equipment beyond the thirty (30) day timeline or other specified timeline. The Parties further agree that said daily amount represents a reasonable valuation of the Loss Licensor will incur due to Licensee's failure to remove its Equipment in a timely manner. Said liquidated damages shall be paid by Licensee to Licensor within thirty (30) days of the date of any liquidated damages notice issued pursuant to this subsection.

## VII. DURATION OF AGREEMENT

### 7.01 Term of Agreement

The term of this Agreement shall commence upon full execution hereof and shall end midnight, March 31, 2030, subject to the rights of earlier termination of either Party as set forth herein.

## 7.02 Termination without Cause

Either Party shall have the right to terminate this Agreement without cause by giving six (6) months written notice of termination.

## 7.03 Cancellation of Specific Permits

(a) Licensee's Rights to Cancel Permits. The Licensee may cancel its permit or permits to any specific pole or poles by removing its Equipment therefrom and giving written notice of such removal to Licensor on a form provided by Licensor, a copy of which is attached to this Agreement as Exhibit "D". Licensees liability for pole attachment fees for such attachments shall terminate as of the end of the month in which such notice is given and after the Equipment has been removed. The amount of refund or credit shall be based upon the pole attachment charges set forth in Article III above, and as the same may from time to time be adjusted; provided, however, that in no event may the amount of refund exceed the amount actually paid by Licensee for the months in question.

(b) Licensor's Rights to Cancel Permits. In addition to permit cancellation rights provided elsewhere in this Agreement, Licensor may at any time cancel a permit to attach to any specific pole or poles by giving thirty (30) days' written notice to Licensee. Such written notice to specify the reason(s) for such revocation or cancellation and such reason(s) shall be consistent with applicable local, state and/or federal law. Licensee agrees to remove its Equipment from the pole or poles in question in accordance with Section 6.5. In such event, Licensee shall be entitled to a refund of prepaid pole attachment fees commencing on the date the Equipment is removed through the remaining period for which such charges have been paid.

# VIII. GENERAL PROVISIONS

## 8.01 Assignment

The Licensee shall not in any way assign, transfer, sublet or encumber this Agreement, nor any of the privileges hereby granted to it, without the prior written consent of the Licensor. For the purpose of this Agreement, assignment and transfer shall be deemed to include (but not be limited to) the assignment and transfer of this Agreement to any joint venture of which the Licensee is a partner, to any subsidiary, parent or affiliated or controlled corporation, to any corporation with which Licensee may be merged or consolidated, or to any corporation to which Licensee may sell substantially all its assets. Licensor agrees that it will not unreasonably withhold, delay and/or condition approval of a written request by Licensee. However, Licensor reserves the right to require Licensee to provide appropriate information in order to properly evaluate the request including information pertaining to the financial stability and technical expertise of the proposed assignee, transferee, or sublicensee. Subject to the foregoing, however, this Agreement shall extend to and bind the successors and assigns of the Parties hereto.

## 8.02 Non-Waiver

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

#### 8.03 Entire Agreement, Amendments

This Agreement constitutes the entire Agreement between the Parties and supersedes and replaces all prior agreements concerning the subject matter of this Agreement. Any amendments to this Agreement or any SLA must be in writing and duly executed by both Parties.

#### 8.04 Notices

All notices required to be given by either Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, by nationally recognized overnight courier or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given three (3) days after the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 1.9 of this Agreement. Notice delivered by overnight mail shall be deemed given as of the day after mailing. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

#### 8.05 Fair Meaning

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either Party hereto because of authorship. This Agreement shall be deemed to have been drafted by all Parties.

#### 8.06 Severability

(a) If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the Parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

(b) If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

#### 8.07 Governing Law and Venue

This Agreement shall be governed by, and interpreted according to, the laws of the State of Washington (without regard to any conflicts of law principles applied in that State), with venue for any disputes in Snohomish County, Washington; provided that venue for any matter that is within the jurisdiction of the Federal Court shall be in the United States

District Court for the Western District of Washington at Seattle, Washington. Each Party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of proceedings in such courts.

#### 8.08 Force Majeure

If a Party is delayed or hindered in, or prevented from performance required under this Agreement (other than any delay or failure relating to payment of money, including, without limitation, the Annual Fees and all reimbursable costs and expenses described elsewhere in this Agreement) by reason of earthquake, landslide, strike, lockout, labor trouble, failure of power, riot, insurrection, war, pandemic, acts of God or other reason of like nature not the fault of such Party, such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay.

#### 8.09 Waiver of Jury Trial

The Licensor and Licensee each hereby waive any right to a trial by jury in any litigation arising out of this Agreement or out of the Licensee's use of space on the Licensor's poles.

#### 8.10 Department of Revenue

In the event the Department of Revenue of the State of Washington shall require the Licensor to provide certain information concerning Licensee, Licensee agrees to cooperate with and assist Licensor in providing information, data, or such other matters as may be required by said Department of Revenue. Licensee specifically agrees to provide Licensor with appropriate data as determined or required by the State Department of Revenue concerning its pole attachments in each taxing district and such other data as may hereafter be required by said Department of Revenue.

#### 8.11 Section Heading

The section headings used in this Agreement are merely for ease of reference by the Parties. The section headings are not intended to restrict or limit the applicability of the language within any specific section. In the event of a conflict between the text of a section and the section heading, the text shall control.

#### 8.12 Survival

All provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement shall survive the completion, termination or cancellation of this Agreement.

#### 8.13 Authority to bind Parties and enter into Agreement

The undersigned represent that they have full authority to enter into this Agreement and to bind the Parties for and on behalf of the legal entities set forth below.

8.14 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

LICENSOR:

PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY

By: \_\_\_\_\_  
Guy Payne  
Assistant General Manager

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

LICENSEE:

The City of Everett

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

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

Attest:

\_\_\_\_\_  
Office of the City Clerk



PO Box 1107  
Everett, WA 98206

## Exhibit A Pole Attachment Application And Checklist

### CHECKLIST

- ☐ Signed and Completed Pole Attachment Application
- ☐ Pole Attachment Application Fee Check
- ☐ Pictures of the Pole
- ☐ Overview Map
- ☐ Fielding Sheet
- ☐ Commscope Report

Refer to Exhibit C - Joint Use Fielding Appendix for details of the requirements.

Company Name \_\_\_\_\_

# of New Contacts \_\_\_\_\_ # of Overlash \_\_\_\_\_ Total # of Poles \_\_\_\_\_

*Note: maximum of 50 sequential poles per application.*

Application Fee: (\$185 Base Fee & \$12 per pole) \_\_\_\_\_

Please refer to Exhibit C for application requirement details.

### Type of Attachment

- ☐ Coax - Does the Bundle Exceed 2" Diameter? Yes ☐ No ☐
- ☐ Fiber - Does the Bundle Exceed 2" Diameter? Yes ☐ No ☐
- ☐ Guy Wire – Distribution Poles only
- ☐ Power Supply

This application is submitted in accordance with Licensor's present policies and is expressly subject to the provisions set forth in the Pole Attachment License Agreement. Applications for attachment to all District poles will required specific loading data to include diameter, weight and tension of proposed attachment.

Enclose District provided map identifying Licensor's poles to which equipment will be attached including pole numbers. If necessary, contact the Licensor for assistance in identifying pole numbers.

It shall be Applicant's responsibility to maintain proper clearances and conform to all District requirements, all requirements of the National Electric Safety Code and applicable state and local electrical codes, and all other applicable laws and regulations.

If you have questions regarding this application, please contact: [jointuse@snopud.com](mailto:jointuse@snopud.com).

Applicant/Licensee Signature \_\_\_\_\_ Print \_\_\_\_\_

Title \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_ Date \_\_\_\_\_

### FOR INTERNAL USE ONLY

Notification \_\_\_\_\_ WO \_\_\_\_\_ NJUNS \_\_\_\_\_



PO Box 1107  
Everett, WA 98206

## Exhibit C

### Joint Use Fielding Appendix

The District requires all proposed pole attachments to be fielded by applicant prior to submittal. The following materials must be included with all applications or the application will be subject to rejection.

- ☐ Signed and Completed Exhibit A - Pole Attachment Application
  - Signed by Licensee or Licensee Designee
- ☐ Pole Attachment Application Fee Check
  - Made out to Snohomish Co PUD #1.
  - Indicate application reference identification on check.
- ☐ Installation Approval (small cells)
- ☐ Overview Map
- ☐ Pole Maps

All applications must include District provided pole maps with each pole applied for identified.

- Indicate application reference identification on maps.
  - Indicate route on maps.
  - If more than one map is included, indicate page numbers on maps.
  - Include a color-coded legend to distinguish between new connections , fiber vs. coax, overlash and existing connections.
  - Circle each pole being applied for and identify new contacts, overlash and existing connections.
  - If a pole is being skipped, indicate why on the pole map. (i.e. undergrounding)
    - For joint owner, indicate jointly owned poles
  - Identify any anchors being set on distribution poles. Existing District transmission pole anchors are not eligible for attachments.
  - Pole number sequencing must align with Overview Map, Photos and Fielding Spreadsheet
  - Use the most current set of maps provided through Sharepoint (updated in January & July)
  - Submit the full map, do not crop or zoom the pdf.
- ☐ Electronic Files Uploaded onto SharePoint

All submitted applications must include pole photographs, Overview Map, Fielding Sheet, and Commscope Report loaded onto SharePoint. Joint Use can set up a site if not already available.

✓ Pole Photographs

The applicant must provide two photographs of each pole taken within three months of the application. Each photo must be taken at a high enough resolution to zoom in and view each

attachment at the pole. Photos must be in jpg format.

- Entire Pole Length (see Figure 1.)
- Close-up photo of the communications space showing each attachment site on the pole. This photo must include the neutral. (see Figure 2.)
- Date stamp on each photo.
- File names for photos must use a sequence number (which aligns with the overview map, pole maps and Fielding Spreadsheet)) and the pole number or pole stencil as their filename. This also establishes which end the individual fielding the application started and finished on. The file name convention shall be as follows: sequence #\_(pole stencil/#).jpg (i.e. 001A\_(123456).jpg, 002A\_(SKZ13).jpg, 002B\_(SKZ13).jpg). A's, B's, C's, etc. shall be used with the sequence # to designate the different shots of the same pole and its surroundings.
- Include photos of any unusual obstructions around the pole (rock walls, fences, etc.) or any other potential issues. Communicate the issue with a note on Exhibit A – Application and on the Fielding Sheet.
- If additional pictures are taken, their filenames should be such that they are associated with that specific pole.
- Add mid span photos if there is a problem with the SAG with either the neutral or the tri-plex (secondary cable). 30" is the minimum clearance between the neutral or tri-plex and the communication cable.



**Figure 1. Entire Pole**



**Figure 2. Communications Space**

✓ Overview Map

The District requires that all submissions be supplied with an overview map. An example of this map is shown on Figure 3. The map can be formatted however the applicant wishes, but must include the following information:

- The application reference identification.
- A color-coded legend to distinguish between new connections, overlash, fiber vs. coax, and existing connections.
- Overhead satellite map of the route zoomed in as close as possible while showing entire route or polygon.
- Roadways labeled so the location of the route can be easily identified.
- Map shall be highlighted to show the proposed route for new attachments, the tie into existing facilities and poles that will be skipped.
- Pole number sequencing must align with Pole Maps, Photos and Fielding Spreadsheet

✓ Fielding Sheet

- Include the application reference identification on the Fielding Sheet.
- The District has a Fielding Sheet (Microsoft Excel spreadsheet) in which all measurements must be entered. To obtain a digital copy of the District's sheet, contact the District's Joint Use department.
- All measurements shown on the Fielding Sheet must be submitted when present on the pole. For example, if there is no streetlight present, the streetlight measurement is not required. The Applicant's measurements are expected to have an accuracy of  $\pm 0.5'$ . If there is reason to suspect that the accuracy is not within this tolerance, the District may deny the application.
- All measurements must be taken at the lowest point of the hardware being measured (i.e. the lowest point of a streetlight bracket, not the actual height of the light). See Figure 4 for an example of this sheet.
- Any application that includes transmission poles must include a groundline circumference measurement on the fielding sheet. Note: that all applicants shall provide their own anchor on transmission poles.
- Pole number sequencing must align with Pole Maps, Overview Map and Photos.
- Indicate whether attachment is fiber or coax on the sheet.
- If requesting Ziply to move due to them being too high, note this specifically on your fielding sheet so we know why the request is being asked for.

✓ Commscope Report (not required for small cell applications)

- Include the application reference identification on the report.
- The applicant must provide a Commscope SpanMaster® cable sag and tension report for all attachments. See Figure 5 for an example of this sheet.

- Identify the span on the report by pole numbers that align with your application
- Use medium loading for your report
- Commscope SpanMaster® software can be downloaded for free at <https://www.commscope.com/resources/calculators/storyspanmaster/>

☐ Note: If applying for Zply's space, apply with them first and provide the approval letter from Zply with your application.

☐ Additional Materials Required for Small Cell Applications

✓ Equipment Cut Sheets

✓ Installation Approval

- The Installation Approval will be stamped approved and initialed by a District Engineer once the mock yard installation is completed and approved.
- The document will be a design sketch that includes the part & model numbers of the equipment. The sketch should outline how it is built or meant to look on the pole.







## Spanmaster® Release 3.1 Sag / Tension Computations

jt 73295

08/14/12 1-81 to 1-59

rulling span for 27n4e34a

Selected Cables	X-SECT AREA (sq.in)	EFF MODULUS (psi)	NOMINAL DIAM (in)	EFF.EXP. COEFF. (1/F)	CABLE WEIGHT (lb/ft)	E*A LOAD BEARING CAPACITY (lbs)	MAX. RATED LOAD (lbs)
1/4"6.8mEHS	0.0352	2.60E+07	0.250	5.80E-06	0.1210	914940	6650
P3-750JCA	0.5281	2.10E+06	0.820	1.69E-05	0.1970	1108319	675
P3-875JCA	0.7014	2.03E+06	0.945	1.66E-05	0.2540	1420362	875
P3-500JCA	0.2463	2.07E+06	0.560	1.77E-05	0.0930	509733	300
Bundle			1.765		0.6650		

### NESC RESULTS

Loading Condition	Temp. (F)	Ice Load lb/ft	Ice Thick in	Wind Constant lb/ft	Horiz Wind Load lb/ft	Result Load + Const lb/ft	Sag ft	Tension lb	% Len Chg From Input Conditions
Rule 251 - Medium	15.0	0.626	.25	.2	4.0	1.696	5.94	1888	0.07
232A1	120.0	0.000	.00	.0	0.0	0.665	5.00	879	0.02

	Temp (F)	Midspan Sag (ft)	Tension (lb)	% Length Change	Clearance
Span Length = 230.00 ft					
Span Sag = 4.60 ft (55.2 in)					
Span Tension = 956 lb	-40.0	3.72	1,181	-0.04	N/A
Max Load = 6,650 lb	-30.0	3.80	1,157	-0.03	N/A
Usable load (60%) = 3,990 lb	-20.0	3.88	1,133	-0.03	N/A
Catenary Length = 230.245 ft	-10.0	3.95	1,111	-0.03	N/A
Stress Free Length @	.0	4.03	1,089	-0.02	N/A
Installed Temperature = 230.005 ft	10.0	4.11	1,068	-0.02	N/A
Unloaded Strand	20.0	4.20	1,048	-0.02	N/A
Sag = 2.64 ft (31.7 in) 1.15 %	30.0	4.28	1,028	-0.01	N/A
Tension = 303 lb	40.0	4.36	1,009	-0.01	N/A
	50.0	4.44	991	-0.01	N/A
	60.0	4.52	973	0.00	N/A
	70.0	4.60	956	0.00	N/A
	80.0	4.68	940	0.00	N/A
	90.0	4.76	924	0.01	N/A
	100.0	4.84	908	0.01	N/A
	110.0	4.92	894	0.02	N/A
	120.0	5.00	879	0.02	N/A
	130.0	5.08	865	0.02	N/A
	140.0	5.16	852	0.03	N/A

Figure 5. Commscope Report (not required for small cell applications)



PO Box 1107  
Everett, WA 98206

## Exhibit D Pole Attachment Removal Notification

Application Reference \_\_\_\_\_

Public Utility District No. 1 of Snohomish County ("Licensor") and \_\_\_\_\_ ("Licensee") entered into a Pole Attachment License Agreement ("Agreement") (dated \_\_\_\_\_) that allows the Licensee to install and locate certain attachments on District utility poles. In accordance with the terms and conditions of said Agreement, Licensee hereby provides notice to the District that it intends to remove all of its attachments(s) on District utility pole(s) as marked/shown (including pole number) on the attached map(s)/sketch(es). Said attachments shall be removed by \_\_\_\_\_. Licensee acknowledges that under the Agreement, it shall be charged and is responsible for pole attachment charges through the end of the month in which this notice is given and/or the attachments have been removed (whichever is later).

Licensee: \_\_\_\_\_

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

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

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

Licensor

Notification Received and Accepted by:

\_\_\_\_\_

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

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

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:** 17<sup>th</sup> 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:

<b>A. Expense</b>	
Predesign Analysis	\$ 76,006
Remaining Balance Transfer to Fund 401	<u>473,994</u>
Total Expenses	\$550,000
<b>B. Source of Funds</b>	
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 19<sup>th</sup> 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 19<sup>th</sup> 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:

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

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

<b>A. Expense</b>		
Design and Construction		\$1,332,912
Remaining Balance Transfer to Fund 401		<u>667,088</u>
Total Expenses		\$2,000,000
<b>B. Source of Funds</b>		
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 “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:** 36<sup>th</sup> 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:

<b>A. Expense</b>	
Design and Construction	\$1,200,308
Remaining Balance Transfer to Fund 401	<u>299,692</u>
Total Expenses	\$1,500,000
 <b>B. Source of Funds</b>	
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 52<sup>nd</sup> St and Hoyt from 44<sup>th</sup> to 41<sup>st</sup>**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 52<sup>nd</sup> Street and Hoyt Avenue from 44<sup>th</sup> Street to 41<sup>st</sup> 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:

<b>A. Expense</b>	
Design and Construction	\$1,863,974
Remaining Balance Transfer to Fund 401	<u>136,026</u>
Total Expenses	\$2,000,000
<b>B. Source of Funds</b>	
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 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:** An ORDINANCE relating to Business and Occupation tax, adopting the new revision to the B&O Tax Model Ordinance to incorporate SB 5199 changes to 35.102.150

**Council Bill #** *interoffice use*

CB 2312-76

**Agenda dates requested:**

12/13/2023, 12/20/2023

Briefing:

Proposed action: 12/13/2023

1<sup>st</sup> & 2<sup>nd</sup> Reading

Consent

Action

Ordinance: 12/20/2023 3<sup>rd</sup> &

Final Reading

Public hearing

Yes ☒ No

**Budget amendment:**

Yes ☒ No

**PowerPoint presentation:**

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

**Project:** N/A

**Partner/Supplier:** N/A

**Location:** N/A

**Preceding action:** N/A

**Fund:**

**Fiscal summary statement:**

The net impact of this ordinance change is estimated to be revenue neutral.

**Project summary statement:**

Pursuant to RCW 35.102, cities which collect business and occupation tax must amend changes that are made to the AWC model ordinance. Senate Bill 5199 changed the definition in the model ordinance for newspaper printing and publishing, which will be effective January 1, 2024. This ordinance amends our section of EMC 3.24.078 to align with Senate Bill 5199.

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

Adopt an Ordinance relating to Business and Occupation tax, adopting the new revision to the B&O Tax Model Ordinance to incorporate SB 5199 changes to 35.102.150.



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

**An ORDINANCE relating to Business and Occupation tax to incorporate SB 5199 changes to RCW 35.102.150, amending EMC 3.24.078**

**WHEREAS,**

- A.** Chapter 35.102 RCW requires business and occupation tax cities to coordinate with the Association of Washington Cities to develop a model ordinance for the administration of business and occupation tax in order to promote greater uniformity and foster a positive business climate.
- B.** The City must amend its code to reflect the changes made to the Association of Washington Cities model ordinance.
- C.** Senate Bill 5199 changed the definition in the model ordinance for newspaper printing and publishing and will be effective January 1, 2024,

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

**Section 1.** EMC 3.24.078 is hereby amended as follows:

Notwithstanding RCW 35.102.130, effective January 1, 2008, gross income from the activities of printing, and of publishing newspapers, periodicals, or magazines, shall be allocated to the principal place in this state from which the taxpayer's business is directed or managed. As used in this section, until December 31, 2023, the activities of printing, and of publishing newspapers, periodicals, or magazines, have the same meanings as attributed to those terms in RCW 82.04.280(1) by the Department of Revenue. Beginning January 1, 2024, until January 1, 2034, as used in this section, the activities of printing, and of publishing newspapers and periodicals or magazines are those activities to which the exemption in RCW 82.04.759 and the tax rate in RCW 82.04.280(1)(a) apply.

**Section 2.** The following is provided for reference and may not be complete:

EMC Amended	Ordinance History of EMC Amended by this Ordinance
EMC 3.24.078	(Ord. 3711-19 § 1, 2019)

**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.

**Section 6.** 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 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](mailto: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	
<b>Total General Government Amendments</b>		<b>\$ 4,678,932</b>	<b>\$ 4,625,275</b>	<b>\$ 53,657</b>	

## 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)
<b>Total Non-General Government Amendments</b>			<b>\$ 3,929,941</b>	<b>\$ 7,479,322</b>	<b>\$ (3,549,381)</b>
<b>Total General and Non-General Government Amendments</b>			<b>\$ 8,608,873</b>	<b>\$ 12,104,597</b>	<b>\$ (3,495,724)</b>

**2023  
Budget Adjustments  
Tally Sheet**

	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

**2023  
Budget Adjustments  
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

**2023  
Budget Adjustments  
Tally Sheet**

	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

**2023  
Budget Adjustments  
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

**2023  
Budget Adjustments  
Tally Sheet**

	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

**2023  
Budget Adjustments  
Tally Sheet**

	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

**2023  
Budget Adjustments  
Tally Sheet**

	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

**2023  
Budget Adjustments  
Tally Sheet**

	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	

**2023  
Budget Adjustments  
Tally Sheet**

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.					
---	--	--	--	--	--

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	

**2023  
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	

**2023  
Budget Adjustments  
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-39	Library Reserve Fund	Amend - Deli Case for Library's Coffee Shop	152A		10,495	(10,495)
<div> 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> 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> 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

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 hearing

Yes ☒ 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
------------------	----------------

- 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 &amp; 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 18<sup>th</sup> 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.

<b>A. Use of Funds</b>		
Design and Construction Costs		<u>\$150,000</u>
Total		\$150,000
<b>B. Source of Funds</b>		
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:** CITY OF EVERETT SALARY ORDINANCE

**Council Bill #**

CB 2311-60

**Agenda dates requested:**

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

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
<b>A. ADMINISTRATION</b>									
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>B. BUDGET AND FINANCE</b>									
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		
<b>C. COMMUNICATIONS AND ENGAGEMENT</b>									
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		
<b>D. COMMUNITY, PLANNING, AND ECONOMIC DEVELOPMENT</b>									
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		
<b><u>E. FACILITIES/PROPERTY MANAGEMENT</u></b>									
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		
<b><u>F. FIRE</u></b>									
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 <sup>4</sup>	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 <sup>5</sup>	2230	04-020	10577	10668	-	-	-		
Medical Services Officer	2250	04-022	11945	-	-	-	-		
<b><u>G. HUMAN RESOURCES</u></b>									
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		
<b>H. INFORMATIONAL TECHNOLOGY</b>									
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		
<b>I. INTERDEPARTMENTAL</b>									
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		
<b>J. LEGAL</b>									
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		
<b>K. LIBRARY</b>									
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		
<b>L. MUNICIPAL COURT</b>									
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		
<b>M. PARKS AND COMMUNITY SERVICES</b>									
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		
<b><u>N. POLICE</u></b>									
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		
<b><u>O. PUBLIC WORKS/ENGINEERING/PUBLIC SERVICES</u></b>									
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		
<b><u>P. PUBLIC WORKS/UTILITIES</u></b>									
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 <sup>1</sup>	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 <sup>1</sup>	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		
<u>Q. TRANSIT</u>									
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 <sup>4</sup>	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 <sup>3</sup>	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:



**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 “nun-chu-ka sticks,” 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 nun-chu-ka sticks, 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:** December 7, 2023

Everett City Council Members,

It is my recommendation that the following applicant be appointed to a City of Everett Board or Commission (more information attached).

On Wednesday, December 13, 2023, I will be asking for your concurrence on the following appointments:

**To the Board of Park Commissioners**

- Terese Hayes, Pos #5 – term expiring 12/31/2029
- Bill Quinlan, Pos #6 – term expiring 12/31/2029

**To the Cultural Arts Commission**

- Annie Loomis, Pos #7 – term expiring 12/31/2029
- Liam Cole, Pos #8 – term expiring 12/31/2029

In addition, I have approved the following for appointment, CHIP Loan Review Committee members do not require a vote by Council:

**To the Everett CHIP Loan Review Committee**

- Margaret Carmen, Pos #2 – term expiring 12/31/2027
- John Haack, Pos #3 – term expiring 12/31/2027

If you have any comments or concerns regarding these appointments, please connect with my office.

Sincerely,



Cassie Franklin  
Mayor, City of Everett

c. Bob Leonard, Deb Williams, Jason Maloy, Jennifer Gregerson, Kembra Landry, Kimberly Moore, Nichole Webber and Tyler Chism.

Office of the Mayor  
CASSIE FRANKLIN



2930 Wetmore Ave Ste 10A  
Everett, WA 98201



425.2577115  
425.2578729fax



everettwa.gov

**From:** Gail Chism <iamchism@yahoo.com>  
**Sent:** Wednesday, December 13, 2023 4:14 PM  
**To:** DL-Council  
**Subject:** [EXTERNAL] Neighbors/Police  
**Attachments:** HOUSE NEIGHBOR GARBage 1 2023.jfif; HOUSE NEIGHBORS GARBAGE.jfif; GAIL LELIA'S 2116 46TH ST SE POLICE 12 10 2023 1.jpg; GAIL 2116 46TH ST SE POLICE 2.jpg; LOWELL FIRE STATION SALE 4 2023 \$800,000.jfif; LOWELL FIRE STATION MINE.jpg; lowell Car junk.jpg; LOWELL PARK CAR NO TIRES.jpg

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.

I will be coming to the council tonight to talk about Everett's homeless problem, drugs, and other things on my mind. The pictures below are a few things I've had to deal with.

The first two are what I've had to deal with this year. The squatter was moving out and left my driveway filled with junk. They cut down my hedge so they could dump the garbage.

Drugs in Lowell Park

The next two are pictures I took on Sunday night. More squatters had taken over. The police did a great job of getting the current squatters out of the house.

The Lowell Fire Station was sold this year for \$800, 000 with plans to restore it to outside original condition. The first picture is from the Assessor's site (it's actually much worse). 2nd is from my personal collection of pictures from bygone days. More on that tonight.

Mens' Mission: No sit, no lie

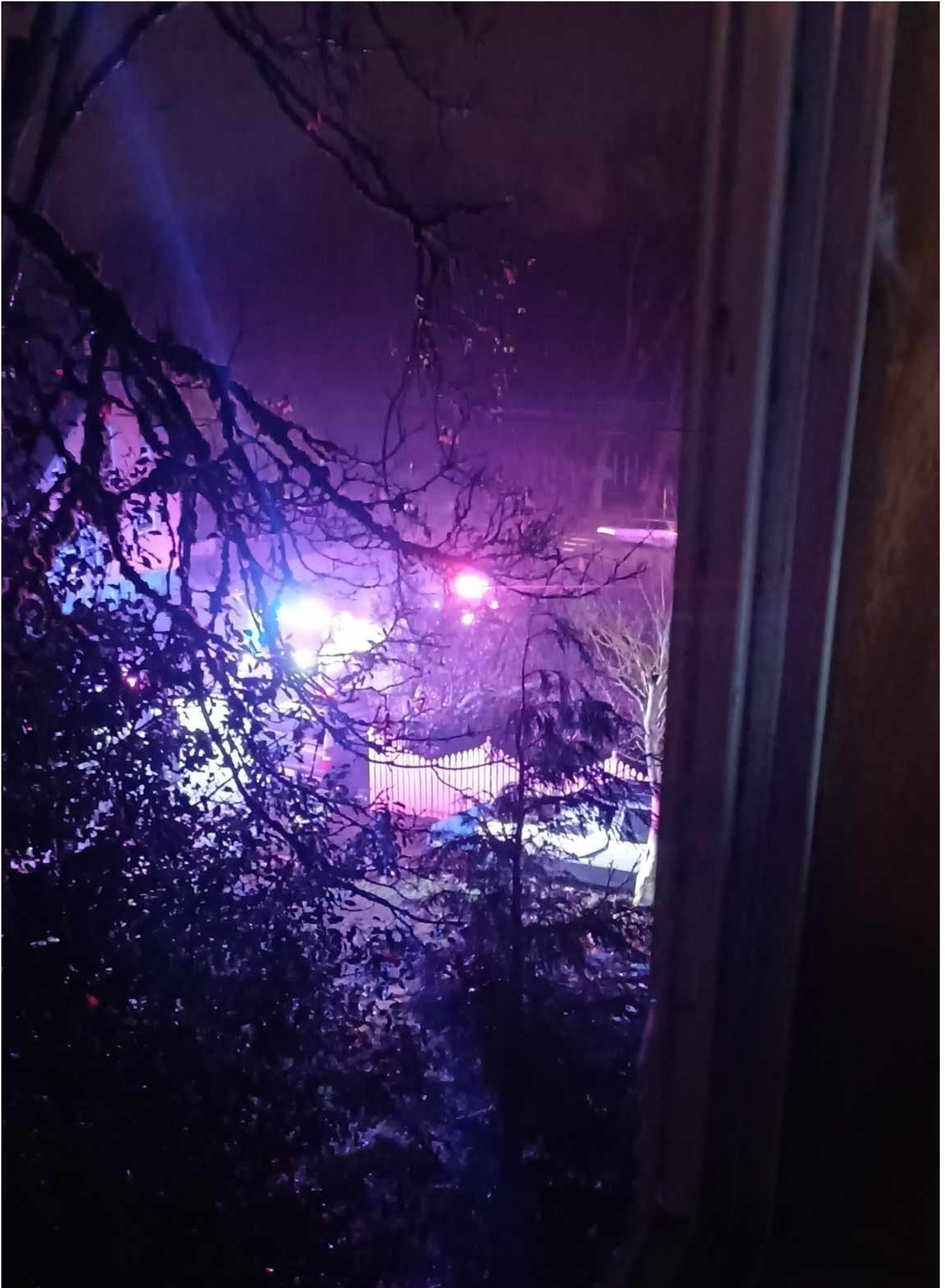
Waits Motel: CON 1991

Claire's Place: A crap shoot.

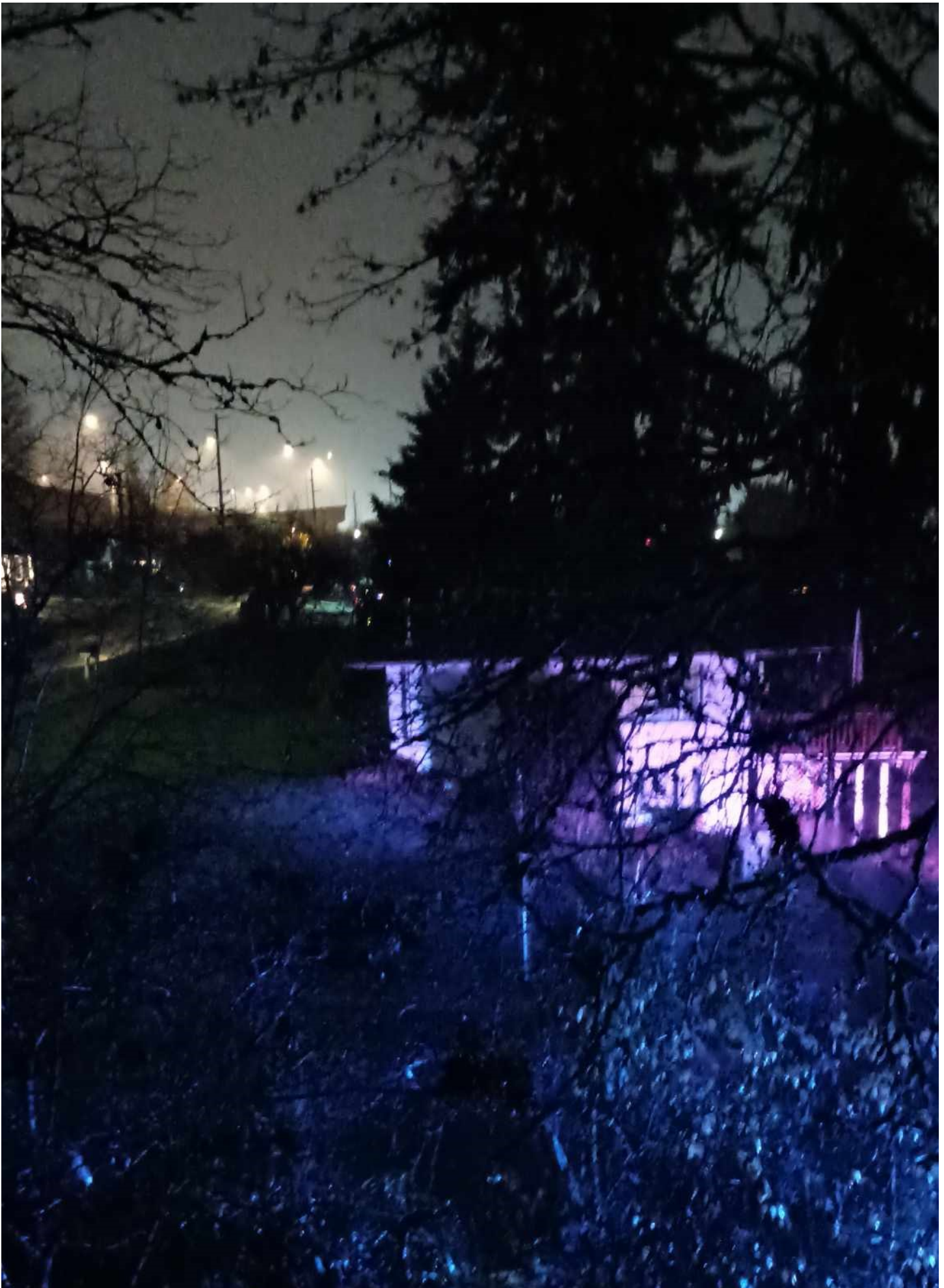
I know, only three minutes, Gail  
May I please have a few copies to stay on tract?









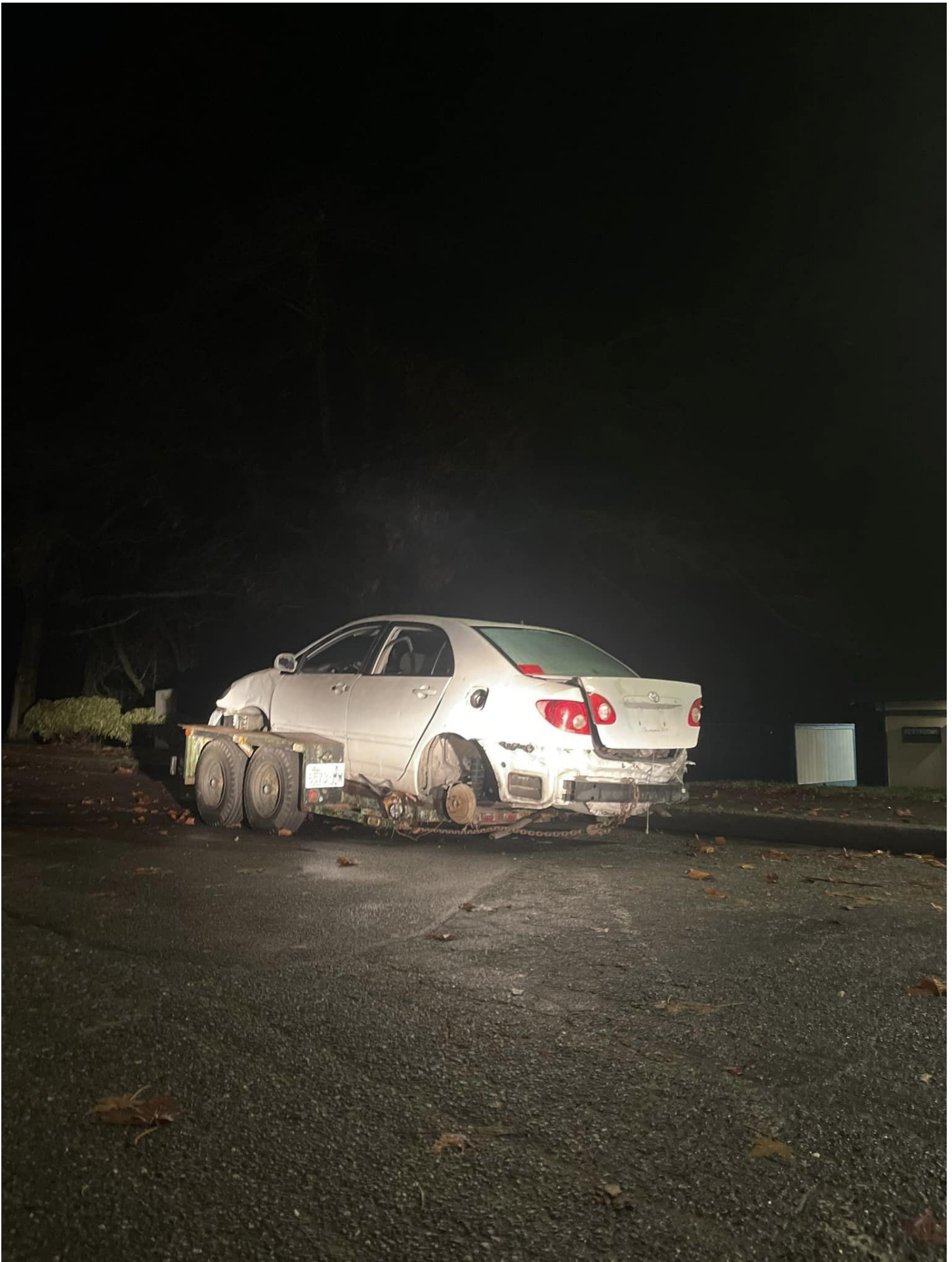












**From:** Cynthia Schreiber <cynthiaschreiber@comcast.net>  
**Sent:** Saturday, December 9, 2023 9:00 PM  
**To:** DL-Council  
**Subject:** [EXTERNAL] CB 2310-59 Amending the Development Agreement for Everett Riverfront District Properties

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,**

**Cynthia Schreiber  
6712 139th PI SW  
Edmonds, WA. 98026  
[Cynthiaschreiber@comcast.net](mailto:Cynthiaschreiber@comcast.net)**

•  
Sent from my iPhone

**From:** Leslie Brown <mtles44@gmail.com>  
**Sent:** Wednesday, December 13, 2023 1:02 PM  
**To:** DL-Council  
**Subject:** [EXTERNAL] Request for

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 Council members:

I am writing to request that you provide copies of this article to each and every council member in conjunction with the upcoming discussion of the proposed enhanced sentencing ordinance .

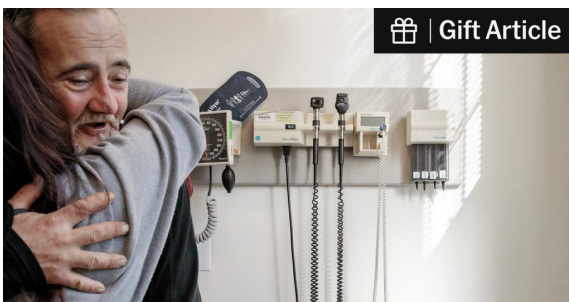
The data and evidence for over 20 years clearly shows that incarceration and forced programming does not work and it is cost prohibitive.

This approach is rooted in a punitive, criminal justice oriented approach, rather than an empathetic, compassionate public health approach and centering treatment, counseling, therapy, medicine, and supportive services, with easily available access and reduce cost or free.

I further request this article be included in the record. (See below.)

Very truly yours,

Leslie Brown, advocate  
530-386-7032



[Opinion | 48 Million Americans Live With Addiction. Here's How to Get Them Help That Works. \(Gift Article\)](#)  
[nytimes.com](https://www.nytimes.com)

From Leslie's I-Phone