



Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, February 14, 2024
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: February 7, 2024

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 \$2,786,143.60 For The Period Ending January 26, 2024 Through February 2, 2024.

Documents:

[RES CLAIMS PAYABLE JAN 26, 2024 - FEB 2, 2024.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,544,716.22 For The Period Ending January 27, 2024.

Documents:

[2024 RESOLUTION FOR PAYROLL PAY PERIOD 03.PDF](#)

(3) Award Invitation For Bid #2023-157 Vehicle Upfit And Service Bodies And Authorize The Mayor To Sign Services Agreements In The Form As Substantially Provided, With Al Van Equip NW Inc. And Aalbu Brothers Fabrication Not To Exceed \$1,000,000 Per Company Per Year, Including Washington State Tax.

Documents:

[VEHICLE UPFIT AND SERVICE BODIES AALBU BROTHERS.PDF](#)

(4) Approve Resolution Concerning 2024 CDBG, HOME, AHTF Fund Allocations And Annual Action Plan.

Documents:

[2024 CD FUNDING ALLOCATIONS.PDF](#)

PROPOSED ACTION ITEMS:

(5) CB 2401-77 – 2nd Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Emma Yule Park Improvements", Fund 354, Program 064, As Established By Ordinance No. 3797-21. (3rd & Final Reading 2/21/24)

Documents:

[CB 2401-77.PDF](#)

(6) CB 2401-78 – 2nd Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Edgewater Creek Bridge Replacement" Fund 303, Program 115, To Accumulate All Costs For The Improvement And Repealing Ordinance No. 3719-19. (3rd & Final Reading 2/21/24)

Documents:

[CB 2401-78.PDF](#)

(7) CB 2401-79 – 2nd Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Forest Park Pickleball Court Installation", Fund 354, Program 093, To Accumulate All Design And Permitting Costs For The Project In The Amount Of \$250,000. (3rd & Final Reading 2/21/24)

Documents:

[CB 2401-79.PDF](#)

(8) CB 2401-80 – 2nd Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Kiwanis Park Renovations", Fund 354, Program 090, To Accumulate All Project Costs In The Amount Of \$411,000. (3rd & Final Reading 2/21/24)

Documents:

[CB 2401-80.PDF](#)

(9) CB 2401-81 – 2nd Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Larimer Barn Demolition", Fund 354, Program 097, To Accumulate All Costs For The Project In The Amount Of \$85,000. (3rd & Final Reading 2/21/24)

Documents:

[CB 2401-81.PDF](#)

(10) CB 2401-82 – 2nd Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled, Madison Morgan Park Improvements, Fund 354, Program 063, As Established By Ordinance No. 3818-21. (3rd & Final Reading 2/21/24)

Documents:

[CB 2401-82.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

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

AGENDAS, BROADCAST AND RECORDINGS

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

CONTACT THE COUNCIL

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

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

The City of Everett does not discriminate on the basis of disability in the admission or access to, or treatment in, its programs or activities. Requests for assistance or accommodations can be arranged by contacting the Everett City Council Office at 425.257.8703. For additional information, please visit our website at <https://www.everettwa.gov/3129/American-Disabilities-Act-ADA-and-Title->.

RESOLUTION NO. _____

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

Whereas the claims payable by check against the City of Everett for the period January 26, 2024 through February 2, 2024, 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	9,241.53	101	Parks & Recreation	18,758.45
002	General Government	(1,415.78)	110	Library	1,248.48
003	Legal	241.23	112	Community Theater	750.00
004	Administration	170.24	120	Public Works-Streets	3,697.92
005	Municipal Court	2,511.95	130	Develop & Const Permit Fee	6,334.00
007	Human Resources	613.80	138	Hotel/Motel Tax	9,000.00
009	Misc Financial Funds	204,609.17	145	Real Property Acquisition	51,238.30
010	Finance	1,113.77	146	Property Management	119,527.53
015	Information Technology	136.39	148	Cum Reserve-Parks	117.76
018	Communications, Mktg & Engag	1,100.79	152	Cum Reserve-Library	240.88
021	Planning & Community Dev	792.47	153	Emergency Medical Service:	2,050.73
024	Public Works-Engineering	3,874.21	155	Capital Reserve Fund	32,354.62
026	Animal Shelter	216.19	156	Criminal Justice	445.38
030	Emergency Management	73.42	162	Capital Projects Reserve	7,845.00
031	Police	9,983.45	197	CHIP Loan Program	14,175.97
032	Fire	3,898.35	336	Water & Sewer Sys Improv I	646,195.24
038	Facilities/Maintenance	325.15	401	Public Works-Utilities	461,249.44
TOTAL GENERAL FUND		\$ 237,486.33	425	Public Works-Transit	697,963.93
			430	Everpark Garage	441.32
			440	Golf	256,375.60
			501	MVD-Transportation Service	576.91
			503	Self-Insurance	618.00
			505	Computer Reserve	72,576.71
			507	Telecommunications	4,079.27
			637	Police Pension	7,915.20
			638	Fire Pension	13,850.40
			661	Claims	117,905.23
			663	Investment Earnings	1,125.00
			TOTAL CLAIMS		\$ 2,786,143.60

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2024

Council President



RESOLUTION NO. _____

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

That the payroll of the employees of the City of Everett as of January 27, and checks issued February 02, 2024, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	12,844.43	6,943.32
003	Legal	85,117.11	24,944.82
004	Administration	52,087.11	12,304.36
005	Municipal Court	71,691.28	25,032.94
007	Personnel	61,312.41	21,108.65
010	Finance	98,422.95	31,753.69
015	Information Technology	120,099.45	39,038.09
018	Communications and Marketing	20,971.33	6,944.75
021	Planning & Community Dev	122,146.93	36,710.01
024	Public Works	210,181.85	68,514.53
026	Animal Shelter	56,875.94	23,653.96
030	Emergency Management	10,764.81	3,514.68
031	Police	1,247,466.87	305,080.53
032	Fire	947,037.68	233,889.28
038	Facilities/Maintenance	110,378.04	41,016.73
101	Parks & Recreation	143,891.67	58,325.40
110	Library	119,480.41	40,414.81
112	Community Theatre	8,654.24	2,148.77
120	Street	74,760.16	28,663.70
153	Emergency Medical Services	444,538.29	105,667.87
197	CHIP	11,771.45	3,490.94
198	Community Dev Block	3,839.53	1,276.60
401	Utilities	872,966.27	328,450.63
425	Transit	531,672.53	194,885.60
440	Golf	24,115.08	10,497.75
501	Equip Rental	81,628.40	30,803.43
		<u>\$5,544,716.22</u>	<u>\$1,685,075.84</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President



City Council Agenda Item Cover Sheet

Project title:

Award Invitation for Bid #2023-157 Vehicle Upfit and Service Bodies and Authorize the Mayor to Sign Services Agreements with Al Van Equip NW Inc. and Aalbu Brothers Fabrication

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

February 14, 2024

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Bid Tabulation and Service Agreements

Department(s) involved:

Procurement & Motor Vehicle Division

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

sh

Department head

Administration

Council President

Project: Vehicle Upfit and Service Bodies

Partner/Supplier: Al Van Equip NW Inc and Aalbu Brothers Fabrication

Location:

Preceding action: 12/6/23 Authorize Release of Invitation for Bid #2023-157 Vehicle Upfit and Service Bodies

Fund: 501

Fiscal summary statement:

The award amount for the vehicle upfit and service body installation services is approximately \$2,000,000 annually, including sales tax. This is split between the two companies proposed for award. The Services Agreement authorizes staff to request equipment to be installed on City-owned vehicles as needed.

Project summary statement:

Bids were requested from vehicle equipment and fabrication companies to provide equipment to build and install custom service bodies and miscellaneous auxiliary equipment on City-owned vehicles and truck chassis.

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

The Invitation for Bid was released on December 7, 2023. It was advertised in the Everett Herald. Additionally, nine (9) companies were directly notified about the opportunity. On January 16, 2024, two bids were received. Staff requests an award to both Al Van Equip NW Inc. and Aalbu Brothers Fabrication.

Recommendation (exact action requested of Council):

Award Invitation for Bid #2023-157 Vehicle Upfit and Service Bodies and Authorize the Mayor to Sign Services Agreements in the form as substantially provided, with Al Van Equip NW Inc. and Aalbu Brothers Fabrication not to exceed \$1,000,000 per company per year, including Washington state tax.



City of Everett
Procurement
2930 Wetmore Ave, Suite 9E
Everett WA 98201

(425)-257-8840 phone
(425)-257-8864 fax

INVITATION FOR BID

FINAL RESULTS

Bid #2023-157

DATE 1/31/2024

Name: Vehicle Upfit and Service Bodies

Award to: Al Van Equip NW Inc and Aalbu Brothers Fabrication

Contact: Jenny Chang, CPPB, Buyer

Supplier	Part A Total	Part B Total
Al Van Equip NW Inc	\$647,036.25	\$335,854.40
Aalbu Brothers Fabrication	\$472,844.75	\$719,570.25

Please direct any questions to: bids@everettwa.gov

Thank you for your interest and participation.

**City of Everett
Bid Tabulation - Part A**

Contract Title: Vehicle Upfit and Service Bodies

Bid Number: 2023-157

Submittal Deadline: 1/16/2024

Procurement Professional: Jenny Chang

				Al Van Equip NW Inc SeaTac, WA		Aalbu Brothers Fabrication Arlington, WA	
Part 1 - Equipment							
Item	Description	Estimated Value		Markup	Extended	Markup	Extended
1	Body lighting	\$25,000.00		5%	\$26,250.00		
2	Bed liners	\$25,000.00		5%	\$26,250.00		
3	Bed inserts	\$40,000.00		5%	\$42,000.00		
4	Cab guards	\$25,000.00		5%	\$26,250.00		
5	Canopies	\$80,000.00		5%	\$84,000.00		
6	Tonneau covers	\$15,000.00		5%	\$15,750.00		
7	Liftgates	\$30,000.00		5%	\$31,500.00		
8	Bed-mounted fuel tanks	\$15,000.00				25%	\$18,750.00
9	Winches	\$10,000.00				25%	\$12,500.00
10	Toolboxes	\$25,000.00		5%	\$26,250.00		
11	Cranes	\$150,000.00				20%	\$180,000.00
12	Compartment heaters	\$10,000.00				25%	\$12,500.00
13	Hydraulic generators	\$10,000.00				30%	\$13,000.00
14	Miller EnPak self-contained generator/welder	\$60,000.00				20%	\$72,000.00
15	Hose reels	\$20,000.00				25%	\$25,000.00
16	Pass-through bumpers	\$20,000.00				20%	\$24,000.00
17	Miscellaneous items not listed	\$200,000.00		5%	\$210,000.00		
				Subtotal	\$488,250.00	Subtotal	\$357,750.00
Part 2 - Labor and Delivery							
Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended	Unit Price	Extended
1	Installation Labor, including incidental supplies such as paint	HOUR	500	\$195.00	\$97,500.00	\$145.00	\$72,500.00
2	Pick-Up	FLAT FEE	8	\$125.00	\$1,000.00	\$0.00	\$0.00
3	Standard Delivery	FLAT FEE	8	\$125.00	\$1,000.00	\$0.00	\$0.00
4	Expedite: Delivery within 60 days from receipt of vehicle	FLAT FEE	2	\$500.00	\$1,000.00	\$0.00	\$0.00
				Subtotal:	\$100,500.00	Subtotal:	\$72,500.00
				Part 1+2 Subtotal:	\$588,750.00	Part 1+2 Subtotal:	\$430,250.00
				Tax Rate	9.9%	Tax Rate	9.9%
				Tax	\$58,286.25	Tax	\$42,594.75
				Total	\$647,036.25	Total	\$472,844.75

City of Everett
Bid Tabulation - Part B

Contract Title: Vehicle Upfit and Service Bodies

Bid Number: 2023-157

Submittal Deadline: 1/16/2024

Procurement Professional: Jenny Chang

				Al Van Equip NW Inc SeaTac, WA		Aalbu Brothers Fabrication Arlington, WA	
Part 1 - Equipment							
Item	Description	Estimated Value		Markup	Extended	Markup	Extended
1	Body lighting	\$10,000.00		5%	\$10,500.00		
2	Partitions	\$20,000.00		5%	\$21,000.00		
3	Shelving	\$20,000.00		5%	\$21,000.00		
4	Cab storage	\$5,000.00		5%	\$5,250.00		
5	Cabinets	\$30,000.00		5%	\$31,500.00		
6	Hooks	\$2,000.00		5%	\$2,100.00		
7	After-market heaters	\$5,000.00				25%	\$6,250.00
8	Service body	\$300,000.00				20%	\$360,000.00
9	Bed liners	\$25,000.00		5%	\$26,250.00		
10	Hydraulically or electrically operated crane	\$125,000.00				20%	\$150,000.00
11	Hydraulics for generator	\$3,000.00				25%	\$3,750.00
12	Hydraulically operated outriggers for cranes	\$5,000.00				20%	\$6,000.00
13	Hydraulically operated tool circuit	\$15,000.00				25%	\$18,750.00
14	Other miscellaneous hydraulic-related needs	\$30,000.00				25%	\$37,500.00
15	Miscellaneous items not listed	\$75,000.00		5%	\$78,750.00		
16	Cargo area flooring	\$10,000.00		5%	\$10,500.00		
				Subtotal	\$206,850.00	Subtotal	\$582,250.00
Part 2 - Labor and Delivery							
Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended	Unit Price	Extended
1	Installation Labor, including incidental supplies such as paint	HOUR	500	\$195.00	\$97,500.00	\$145.00	\$72,500.00
2	Pick-Up	FLAT FEE	3	\$125.00	\$375.00	\$0.00	\$0.00
3	Standard Delivery	FLAT FEE	3	\$125.00	\$375.00	\$0.00	\$0.00
4	Expedite: Delivery within 60 days from receipt of vehicle	FLAT FEE	1	\$500.00	\$500.00	\$0.00	\$0.00
				Subtotal:	\$98,750.00	Subtotal:	\$72,500.00
				Part 1+2 Subtotal:	\$305,600.00	Part 1+2 Subtotal:	\$654,750.00
				Tax Rate	9.9%	Tax Rate	9.9%
				Tax	\$30,254.40	Tax	\$64,820.25
				Total	\$335,854.40	Total	\$719,570.25



SERVICES AGREEMENT

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

BASIC PROVISIONS	
Solicitation	2023-157 Vehicle Upfit and Service Bodies
Service Provider	Aalbu Brothers Fabrication
	19129 Smokey Point Boulevard #1
	Arlington, WA 98223
	chad@aalbubrothers.com
City Project Manager	Tony Cademarti
	City of Everett – Motor Vehicle Division
	3200 Cedar Street, Building 2
	Everett, WA 98201
City Project Manager	TCademar@everettwa.gov
Brief Summary of Work	Installation of custom service bodies and miscellaneous equipment on City vehicles.
Completion Date	February 28, 2025
Extension Provision	Two (2) one-year extension options at the sole discretion of the City of Everett

BASIC PROVISIONS	
Maximum Compensation Amount	\$1,000,000.00 per contract year (March 1 – February 28)
Agreement Documents	<p>The following documents (“Agreement Documents”) are incorporated by reference and are hereby made a part of this Agreement: this Services Agreement; the solicitation and addenda thereto, including without limitation any Instructions, specifications, and any other document included in the solicitation, and the following document(s), if any:</p> <p>2023-157 Bid Tabulation</p> <p>Service Provider’s response to the solicitation is part of the Agreement Documents, but only to the extent the response is responsive to the solicitation and is in accordance with Section 1 of the General Provisions.</p> <p>During the Contract term, the City may issue one or more purchase orders, each of which will operate as notice to proceed, but only for the Work specified in the purchase order. A purchase order is only a notice to proceed, and the purchase order’s preprinted terms and conditions are not part of this Agreement.</p>
Service Provider Insurance Contact Information	Lorraine Jessup
	425-252-9751
	sales@aalbubrothers.com
Additional Provision(s)	N/A

<p>State Retirement Systems (must answer both questions)</p>	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: No</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: No</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
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SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

AALBU BROTHERS FABRICATION

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Francis Craven V

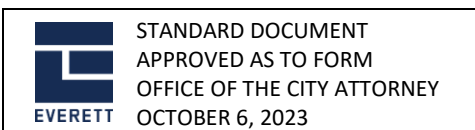
Signer's Email Address: francis@aalbubrothers.com

Title of Signer: President

Date

ATTEST

Office of the City Clerk



**ATTACHMENT
SERVICES AGREEMENT
(GENERAL PROVISIONS)**

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent manner and provide the services described in the Agreement Documents. The work so described is hereafter referred to as “Work”.
 - A. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work.
 - B. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an Agreement Document or any part of Agreement Document or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work. Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement, unless the to-be-included term or condition is specifically referenced in the “Additional Provision(s)” portion of the Basic Provisions.
 - C. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider, except that the following provisions in the Basic Provisions shall always govern: the Completion Date, the Maximum Compensation Amount, the Extension Provision, and the Additional Provisions.
2. **Time of Beginning and Completion of Performance.** This Work shall commence as of the date of mutual execution of this Agreement and shall be completed by Completion Date stated in the Basic Provisions. The Completion Date may be extended as set forth in the Basic Provisions.
3. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in the Agreement Documents.
 - C. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
 - D. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider’s conduct.
4. **Method of Payment.** To obtain payment, the Service Provider shall follow procedures as required by the City Project Manager.
5. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider. Unless terminated for Service Provider’s material breach, Service Provider shall be paid for Work completed prior to termination.
6. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

7. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's liability under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the expiration or termination of this Agreement.
8. **Insurance.**
- A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.
 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
 - B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
 - C. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
 - D. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance and endorsements acceptable to the City Attorney evidencing the required insurance.
 - E. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
9. **Risk of Loss**. Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
 10. **Independent Contractor**. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 11. **City of Everett Business License**. Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
 12. **Compliance with Federal, State and Local Laws**. Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
 13. **Compliance with the Washington State Public Records Act**. Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act.
 14. **Equal Employment Opportunity**. Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age,

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

15. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
16. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
17. **Modification of Agreement.** This Agreement may only be modified by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
18. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
19. **Notices.**
 - A. Notices to the shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
20. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
21. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
22. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
23. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

END OF GENERAL PROVISIONS



SERVICES AGREEMENT

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

BASIC PROVISIONS	
Solicitation	2023-157 Vehicle Upfit and Service Bodies
Service Provider	Al Van Equip NW Inc.
	19050 13th Place S, Suite 101 SeaTac, WA 98148
	john@alvanequip.com
City Project Manager	Tony Cademarti
	City of Everett – Motor Vehicle Division 3200 Cedar Street, Building 2 Everett, WA 98201
	TCademar@everettwa.gov
Brief Summary of Work	Installation of custom service bodies and miscellaneous equipment on City vehicles.
Completion Date	February 28, 2025
Extension Provision	Two (2) one-year extension options at the sole discretion of the City of Everett

BASIC PROVISIONS	
Maximum Compensation Amount	\$1,000,000.00 per contract year (March 1 – February 28)
Agreement Documents	<p>The following documents (“Agreement Documents”) are incorporated by reference and are hereby made a part of this Agreement: this Services Agreement; the solicitation and addenda thereto, including without limitation any Instructions, specifications, and any other document included in the solicitation, and the following document(s), if any:</p> <p>2023-157 Bid Tabulation</p> <p>Service Provider’s response to the solicitation is part of the Agreement Documents, but only to the extent the response is responsive to the solicitation and is in accordance with Section 1 of the General Provisions.</p> <p>During the Contract term, the City may issue one or more purchase orders, each of which will operate as notice to proceed, but only for the Work specified in the purchase order. A purchase order is only a notice to proceed, and the purchase order’s preprinted terms and conditions are not part of this Agreement.</p>
Service Provider Insurance Contact Information	Enter insurance contact name
	Enter insurance contact phone number
	Enter insurance contract email address
Additional Provision(s)	N/A

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

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

**CITY OF EVERETT
WASHINGTON**

AL VAN EQUIP NW INC

Cassie Franklin, Mayor

Signature: _____

Name of Signer: John D Gracey

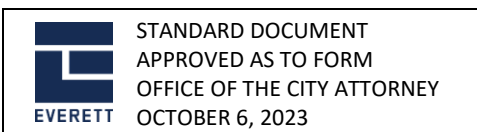
Signer's Email Address: john@alvanequip.com

Title of Signer: President

Date

ATTEST

Office of the City Clerk



**ATTACHMENT
SERVICES AGREEMENT
(GENERAL PROVISIONS)**

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent manner and provide the services described in the Agreement Documents. The work so described is hereafter referred to as “Work”.
 - A. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work.
 - B. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an Agreement Document or any part of Agreement Document or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work. Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement, unless the to-be-included term or condition is specifically referenced in the “Additional Provision(s)” portion of the Basic Provisions.
 - C. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider, except that the following provisions in the Basic Provisions shall always govern: the Completion Date, the Maximum Compensation Amount, the Extension Provision, and the Additional Provisions.
2. **Time of Beginning and Completion of Performance.** This Work shall commence as of the date of mutual execution of this Agreement and shall be completed by Completion Date stated in the Basic Provisions. The Completion Date may be extended as set forth in the Basic Provisions.
3. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in the Agreement Documents.
 - C. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
 - D. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider’s conduct.
4. **Method of Payment.** To obtain payment, the Service Provider shall follow procedures as required by the City Project Manager.
5. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider. Unless terminated for Service Provider’s material breach, Service Provider shall be paid for Work completed prior to termination.
6. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

7. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's liability under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the expiration or termination of this Agreement.
8. **Insurance.**
- A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.
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 - E. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
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 10. **Independent Contractor.** This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations
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 14. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age,

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

15. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
16. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
17. **Modification of Agreement.** This Agreement may only be modified by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
18. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
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 - A. Notices to the shall be sent to the City Project Manager address in the Basic Provisions.
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22. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
23. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

END OF GENERAL PROVISIONS

Project title: 2024 Community Development Funding Allocation Resolution

Council Bill # *interoffice use*

Agenda dates requested:

2/14/24

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ X No

Budget amendment:

Yes ☒ X No

PowerPoint presentation:

Yes ☒ X No

Attachments:

2024 CD Funding Allocation Resolution

Department(s) involved:

Community Development

Contact person:

Kembra Landry

Phone number:

425-257-7155

Email:

Klandry@everettwa.gov

Initialed by:

jw

Department head

Administration

Council President

Project: 2024 Community Development Funding Allocations

Partner/Supplier: U.S. Housing and Urban Development (HUD); Snohomish County Human Services Division

Location: N/A

Preceding action: Resolution 7931; Citizen Advisory Committee Public Hearing 11/14/23

Fund: 198/CDBG, 197/CHIP

Fiscal summary statement:

Annually, the City receives a direct award allocation from HUD's Office of Community Planning and Development (CPD) for the Community Development Block Grant (CDBG) Program. The City is also in an Interlocal Agreement (ILA) with Snohomish County for HUD's HOME Program (HOME) Funds and 2060 Affordable Housing Trust Funds (AHTF).

For the 2024 Program Year (July 1, 2024 – June 30, 2025) the City will receive approximately \$850,000 in CDBG Funds, \$400,000 in HOME Funds, and \$140,000 in AHTF. The City will also allocate an additional \$300,000.00 of Prior Year CDBG funds for City Capital Improvement Projects throughout low-income census tracts and \$22,650.00 of Prior Year AHTF 2060 funds for shelter operations.

Project summary statement:

The City is required to establish annual proposed funding awards under annual action plans, submitted directly to HUD. The 2024 Annual Action Plan establishes the spending plan for the fiscal year beginning July 1st and ending June 30th. Additional grant funds of HOME and AHTF funds are provided during the same fiscal cycle, through an ILA with Snohomish County. All funds must support low-moderate income households within Everett and its surrounding Urban Growth Area.

The Resolution supporting this action includes recommendations for funding allocations and is established as the 2024 Annual Action Plan submission to HUD.

Recommendation (exact action requested of Council):

Approve Resolution concerning 2024 CDBG, HOME, AHTF Fund allocations and Annual Action Plan.



RESOLUTION NO. _____

**A RESOLUTION concerning
2024 Community Development Block Grant (CDBG) Annual Action Plan
and allocations of CDBG, HOME, and 2060 Affordable Housing Trust Funds**

WHEREAS, the City Council of the City of Everett recognized the need for certain housing and community development programs in Everett; and

WHEREAS, Community Development Block Grant (CDBG) funds have been made available through the United States Department of Housing and Urban Development to provide for those programs, and Everett anticipates receiving approximately \$850,000; and

WHEREAS, through Interlocal Agreements that automatically renew, the City of Everett will receive HOME funds and 2060 Affordable Housing Trust funds from Snohomish County this year; and

WHEREAS, the Citizens Advisory Committee (CAC) for Housing and Community Development has studied the housing and community development needs and priorities for Everett and has made its recommendations for CDBG funds, HOME funds, and 2060 Affordable Housing Trust funds; and

WHEREAS, the City Council of the City of Everett has reviewed the recommendations from the above committee; and

WHEREAS, the 2024 Annual Action Plan has been written in cooperation with the Everett Housing Authority, Snohomish County Housing Authority, Snohomish County, the City of Marysville and local non-profit service providers; and

WHEREAS, the City Council has reviewed the recommendations from the CAC; and

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

1. Program and Projects to be funded with CDBG funds:

Public Service Projects (Priority)	Funding
ARC: Housing Assistance & Systems Navigation (Housing) Funds to provide emergency financial assistance and system navigation for disabled persons.	\$20,000.00
Hand in Hand: Rental Assistance (Housing) Rental assistance to low-income households.	\$20,000.00
Interfaith Association of Northwest Washington (Housing) Rental assistance to low-income households.	\$15,000.00
Snohomish County Legal Services: Housing Justice Project (Housing) Funds to support staffing for legal services to households facing eviction.	\$15,000.00
YWCA: Rental Assistance (Housing) Rental assistance to low-income households.	\$25,000.00
Cocoon House: Outreach Program (Homelessness) Funds to support youth outreach and shelter bed placement.	\$12,500.00
HopeWorks Social Enterprises: Tomorrow's Hope Childcare Subsidy (Basic Services) Funds to support subsidizing childcare for low-income households.	\$10,000.00
Housing Hope: Behavioral Health Services (Basic Services) Funds to support staff and program costs for behavioral health services to low income and extremely low income children and families.	\$10,000.00
TOTAL PUBLIC SERVICE	\$127,500.00
Non-Public Service Projects (Priority)	
City Public Improvements: Transit Simme Seats (Public Facility) Installation of Simme Seats throughout the City at Everett Transit bus stops.	\$175,000.00
City Public Improvements: Walter Hall Community Connections Path (Public Infrastructure) Installation and improvement of multi-use pedestrian pathway in Walter Hall Park.	\$125,000.00
Community Housing Improvement Program (Housing) Rehabilitation loans and administration costs to conduct home improvement projects for low-income homeowners and downtown multi-family structures.	\$332,500.00
Homage: Minor Home Repair (Housing) Minor home repairs for low-income senior and disabled homeowners.	\$220,000.00
TOTAL NON-PUBLIC SERVICE	\$980,000.00



CDBG Administration	\$170,000.00
TOTAL CDBG	\$1,150,000.00

2. Projects to be funded with HOME funds:

Public Service & Non-Public Service Projects (Priority)	Funding
Washington Home of Your Own (Housing) Funds to provide rehabilitation of roof for existing four-plex benefitting low-income households.	\$25,000.00
Community Housing Improvement Program (Housing) Loans to conduct home improvement projects for low-income homeowners.	\$375,000.00
TOTAL HOME	\$400,000.00

3. Projects to be funded with 2060 Affordable Housing Trust Funds

Public Service Projects (Priority)	Funding
Cocoon House: Cocoon House Transitions (Youth Shelter) Support transitional housing shelter and supportive service costs for homeless and at-risk youth.	\$51,150.00
Domestic Violence Services: Emergency Shelter (Shelter) Support emergency shelter and service costs for victims and families of domestic violence.	\$46,500.00
Interfaith: Family Shelter (Shelter) Support emergency shelter and service costs for homeless families.	\$65,000.00
TOTAL 2060 AHTF	\$162,650.00

TOTAL CDBG, HOME, 2060 AHTF AWARDS	\$1,712,650.00
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4. Revenue to be received:

Funding Source	Funding Level
2024 Community Development Block Grant (CDBG)	\$850,000.00
Prior Program Year (2018, 2022, 2023) Uncommitted and Reallocated CDBG Funds	\$300,000.00
HOME Program Funds	\$400,000.00
2024 2060 Affordable Housing Trust Funds (AHTF)	\$140,000.00
Prior Program Year (2020) 2060 Affordable Housing Trust Funds & Interest (AHTF)	\$ 22,650.00
TOTAL	\$1,712,650.00

5. To facilitate timely spending of federal funds in accordance with the City's agreement with HUD, the City Council approves the Citizens Advisory Committee recommended contingency project for additional fund distribution, if funds become available during



the 2024 program year. Accordingly, the following contingency project would receive an amount based on the original amount requested or total fund reallocation of \$150,000.00, whichever is lesser:

Contingency Project List

a. City of Everett Community Housing Improvement Program (CHIP)

6. For the purposes of the resolution, projects approved to receive funding under this resolution are referred to as “Approved Projects.” Persons approved to receive funding under this resolution for the Approved Projects are referred to as “Approved Providers.”
7. The City Council approves the Citizens Advisory Committee recommendation of adjusting evenly all Approved Projects’ funding amounts based on the difference between the estimate and final award for CDBG and HOME fund. If the final award difference is greater than \$150,000.00, the Committee will reconvene to provide an updated funding recommendation. Further, if uncommitted funds less than \$150,000 remain during a program year, then allocation of such funds will be in accordance with the 2024 Annual Action Plan and the Citizen Participation Plan.
8. The Mayor and the Mayor’s designee(s) are hereby authorized to make application to the U.S. Department of Housing and Urban Development (and, as necessary to the State of Washington, Snohomish County or any other governmental entity) for funding assistance in accordance with this resolution and the requirements of each such application. The Mayor and the Mayor’s designee(s) are authorized to sign and provide the needed documents and to take all necessary actions necessary to complete all application processes.
9. This resolution will become part of the formal application to the U.S. Department of Housing and Urban Development and to the State of Washington.
10. All payments and income from the Housing Rehabilitation Program (Fund 197) revolving loan fund will be used for CHIP housing rehabilitation and administrative purposes. This is estimated at \$150,000.00 for 2024.
11. The Mayor and the Mayor’s designee(s) are authorized to execute all contracts and take all other actions necessary to implement the funding to Approved Providers for the Approved Projects, all in accordance with this resolution, including without limitation grant agreements, loan agreements, and associated documents with Approved Providers.

12. Loans for Approved Projects that are housing projects will be paid back to the City of Everett unless otherwise approved by City Council.

13. The annual Community Development Block Grant Administration funding will the amount allowed from the annual grant and will be set-aside and no application made in the committee process. This is being done as a time saving action and because of the need to be more efficient with staff time.

14. The 2024 Annual Action Plan is hereby approved to be submitted to the U.S. Department of Housing and Urban Development.

Councilmember Introducing Resolution

PASSED and APPROVED this _____ day of _____, 2024.

Council President

Project title: An Ordinance Closing a Special Improvement Project Entitled “Emma Yule Park Improvements”, Fund 354, Program 064, as Established by Ordinance No. 3797-21

Council Bill #

CB 2401-77

Agenda dates requested:

2/7/24; 2/14/24; 2/21/24

Briefing

Proposed action 2/7, 2/14/24

Consent

Action 2/21/24

Ordinance **X**

Public hearing

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

Closing Ordinance

Department(s) involved:

Parks & Facilities

Administration

Contact person:

Bob Leonard

Phone number:

(425) 257-8335

Email:

BLeonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: Emma Yule Park Improvements**Partner/Supplier:** Game Time – Omnia Partners**Location:** 4817 Rucker Avenue, Everett, WA**Preceding action:** Funding Ordinance 3797-21**Fund:** Fund 354, Program 064**Fiscal summary statement:**

The source of funds for the Emma Yule Park Improvements was Capital Improvement Program 3 (CIP-3) in the amount of \$2,050,000. The project was completed at a total cost of \$1,874,153. All expenses for the project have been paid. The remaining balance of \$175,847 will be transferred to CIP-3.

Project summary statement:

The Emma Yule Park Improvements, Fund 354, Program 064 was established to provide for the design and construction cost for the improvements of the Emma Yule Park in the Glacier View Neighborhood. The playground consists of a 2-5 year old play area, and a 5-12 year old play area as well as walking paths that intersect with the sidewalks on either side of the park, and interpretive signage. The land was donated by the YMCA for Park development, and it was transformed into a vibrant neighborhood park.

All work has been completed to the satisfaction of the Parks and Facilities Department.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled “Emma Yule Park Improvements”, Fund 354, Program 064, as established by Ordinance No. 3797-21.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled, Emma Yule Park Improvements, Fund 354, Program 064, as established by Ordinance No. 3797-21.

WHEREAS,

- A.** The Emma Yule Park Improvements, Fund 354, Program 064 was established to provide for the design and construction cost for the improvements of the Emma Yule Park.
- B.** The purpose of the fund has been accomplished.
- C.** There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the project entitled Emma Yule Park Improvements, Fund 354, Program 064, be closed.

Section 2. That the final revenues and expenses for Emma Yule Park Improvements, Fund 354, Program 064, are as follows:

REVENUES		
	CIP 3	<u>\$ 2,050,000</u>
	Total	\$ 2,050,000
EXPENSES		
	Construction	\$ 1,874,153
	Transfer Out – to CIP 3	<u>\$ 175,847</u>
	Total	\$ 2,050,000

Section 3. That the remaining balance of \$175,847 be transferred back to CIP 3.

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:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance creating a special improvement project entitled “Edgewater Creek Bridge Replacement” Fund 303, Program 115, to accumulate all costs for the improvement and repealing Ordinance No. 3719-19.

Council Bill #

CB 2401-78

Agenda dates requested:

2/7/24, 2/14/24 & 2/21/24

Briefing

Proposed action

Consent

Action

Ordinance ☒

Public hearing

Yes ☒ No ☐

Budget amendment:

Yes ☒ No ☐

PowerPoint presentation:

Yes ☒ No ☐

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance

Project: Edgewater Creek Bridge Replacement

Partner/Supplier: WA State Department of Transportation

Location: Mukilteo Boulevard at Shore Avenue

Preceding action: City Ordinance No. 3719-19, approved [12/18/19](#)

Fund: Fund 303, Program 115

Fiscal summary statement:

The programmed available funding for this project is \$34,000,000 and the sources of funds are:

Bridge Program – Federal Funds	\$ 25,000,000
DEMO Grant #WA329	3,000,000
Fund 157 – Traffic Mitigation	<u>6,000,000</u>
Total Funds	\$ 34,000,000

This amending ordinance, increasing the project’s programed available funding, is necessary to reflect increased grant funds and escalating construction costs. Public Works staff were successful in obtaining an increase in Federal bridge funding from the original \$12.0 million to \$25.0 million as well as an additional \$3.0 million DEMO grant.

Project summary statement:

This project will remove and replace the existing Edgewater Creek Bridge, which was built in 1946 and is a vital link in a chain of three bridges that provide the only access to neighborhoods along Mukilteo Boulevard.

The existing bridge is a non-redundant two girder composite deck concrete structure that is structurally deficient in load capacity. In addition, the bridge is seismically vulnerable and functionally obsolete due to narrow substandard traffic lanes and sidewalks.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Edgewater Creek Bridge Replacement” Fund 303, Program 115, to accumulate all costs for the improvement and repealing Ordinance No. 3719-19.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Edgewater Creek Bridge Replacement” Fund 303, Program 115 and REPEALING Ordinance No. 3719-19

WHEREAS,

- A.** The City of Everett is committed to replacing structurally deficient and functionally obsolete bridge infrastructure.
- B.** The bridge over Edgewater Creek requires complete replacement.
- C.** The City of Everett has identified the need and obtained Federal funds to remove and replace the existing structure.
- D.** Ordinance No. 3719-19 obligated funds for the design and construction and there is now the need to program additional Federal grant funding.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Ordinance No. 3719-19 is hereby repealed.

Section 2. A special improvement project is hereby established as Fund 303, Program 115, entitled “Edgewater Creek Bridge Replacement” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

Section 3. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under 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 4. The sum of \$34,000,000 is hereby appropriated to Fund 303, Program 115, “Edgewater Creek Bridge Replacement” as follows:

A.	Estimated Project Costs	\$34,000,000
B.	Source of Funds	
	Bridge Program – Federal Funds BRM-2776(009)	\$25,000,000
	DEMO Grant – ID # WA329	3,000,000

Fund 157 – Traffic Mitigation
Total Funds

6,000,000
\$34,000,000

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:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title:

An Ordinance Creating a Special Improvement Project Entitled “Forest Park Pickleball Court Installation”, Fund 354, Program 093, to Accumulate All Design and Permitting Costs for the Project in the Amount of \$250,000

Council Bill #

CB 2401-79

Agenda dates requested:

2/7/24, 2/14/24, 2/21/24

Briefing

Proposed Action 2/7, 2/14/24

Consent

Action 2/21/24

Ordinance ☒

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Funding Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Forest Park Pickleball Court Installation

Partner/Supplier: MacLeod Reckord, PACE, Willamette

Location: 802 E. Mukilteo Blvd, Everett

Preceding action: None

Fund: Fund 354, Program 093 (CIP-3)

Fiscal summary statement:

The proposed Ordinance will provide funding for the design and permitting costs for the Forest Park Pickleball Court Installation.

The source of funds for this project is Fund 354, Program 093 (CIP 3). All related design and permit costs are estimated at \$250,000.

The Parks & Facilities Department has been awarded a Local Community Project Grant from the state in the amount of \$345,000 to help fund the project. The department also plans to apply for a Youth Athletic Facilities Grant to also help fund the project.

Project summary statement:

The City of Everett and the Mukilteo Everett Pickleball Club are partnering in the planning, design and construction of Everett’s first multiple court outdoor recreation facility dedicated solely to pickleball the nation’s fastest growing sport for people of all ages and abilities.

The project includes the replacement of approximately thirty underutilized and dilapidated covered horseshoe pits and related structures and storage outbuildings. The two existing multi-use sport courts will be renovated to complement the new pickleball facility and expand opportunities for basketball and hockey. The proposed new facility will add, eight paved dedicated pickleball courts, four of which will be designed for regulation play. Additional enhancements include related sport fencing, energy-efficient site lighting, drinking fountain, benches, new horseshoe pits, added cornhole, landscape and stormwater treatment.

Staff will return to Council for approval to amend the funding Ordinance once an Engineer’s estimate for construction costs is prepared.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Forest Park Pickleball Court Installation”, Fund 354, Program 093, to accumulate all design and permitting costs for the project in the amount of \$250,000.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled, “Forest Park Pickleball Court Installation”, Fund 354, Program 093, to accumulate all design and permitting 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 recreation spaces.
- C.** The City recognizes that many park amenities have reached the end of their useful life and require replacement and renovation.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled “Forest Park Pickleball Court Installation”, Fund 354, Program 093.

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 of design and permitting is \$250,000.

Section 4. The sum of \$250,000 is hereby appropriated to Fund 354, Program 093, “Forest Park Pickleball Court Installation” project.

A. Use of Funds		
Design and Permitting		<u>\$250,000</u>
Total		\$250,000
B. Source of Funds		
CIP 3		<u>\$250,000</u>
Total		\$250,000

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

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

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

Section 7. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance Creating a Special Improvement Project Entitled “Kiwanis Park Renovations”, Fund 354, Program 090, to Accumulate All Project Costs in the Amount of \$411,000

Council Bill #

CB 2401-80

Agenda dates requested:

2/7/24, 2/14/24, 2/21/24

Briefing

Proposed Action 2/7, 2/14/24

Consent

Action 2/21/24

Ordinance ☒

Public hearing

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

Funding Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: Kiwanis Park Renovations**Partner/Supplier:** King County Directors Association (KCDA)**Location:** 36th and Rockefeller, Everett, WA**Preceding action:** None**Fund:** Fund 354, Program 090 (CIP-3)**Fiscal summary statement:**

The proposed Ordinance will provide funding for the Kiwanis Park Renovations Project. The source of funds for the project is Capital Improvement Program 3 (CIP-3). The project cost is estimated at \$411,000. These costs include all construction activities, contingency, tax, and all other costs associated with the project. Playground equipment procurement and installation will be through King County Directors Association (KCDA) Cooperative. The Parks & Facilities Department was also awarded a grant from Snohomish County in the amount of \$75,000 for the renovation of the sports court and plans to acquire another grant from Snohomish County this year to help fund the project.

Project summary statement:

Scheduled renovations of Parks and their equipment are necessary to keep them functional and enjoyable for the community, compliant with new standards, and to minimize maintenance costs. Park renovation work includes demolition of the existing playground, removal of the engineered wood fiber surfacing system, construction of a new forever lawn surfacing system, installation of the new playground equipment and certification of the design and installation. This project will also make needed renovations and repairs to the sport court located in the park.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Kiwanis Park Renovations”, Fund 354, Program 090, to accumulate all project costs in the amount of \$411,000.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project “Kiwanis Park Renovations”, Fund 354, Program 090, to accumulate all project costs in the amount of \$411,000

WHEREAS,

- A.** The City Council recognizes the need to maintain and improve City Park amenities.
- B.** The playground at Kiwanis Park is 20 years old and exceeds the City of Everett Park’s life-cycle standard of 15 years.
- C.** The City Council has recognized the need to replace the playground and renovate the sport court at Kiwanis Park.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled “Kiwanis Park Renovations”, Fund 354, Program 090, to accumulate project costs in the amount of \$411,000.

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 of the playground replacement is \$411,000.

Section 4. The sum of \$411,000 is hereby appropriated to Fund 354, Program 090 “Kiwanis Park Renovations” project.

A. Use of Funds		
Construction and Related Costs		<u>\$411,000</u>
Total		\$411,000
B. Source of Funds		
CIP 3		\$336,000
Snohomish County REET 2 Grant		<u>\$ 75,000</u>
Total		\$411,000

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

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

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

Section 7. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title:

An Ordinance Creating a Special Improvement Project Entitled “Larimer Barn Demolition”, Fund 354, Program 097, to Accumulate All Costs for the Project in the Amount of \$85,000

Council Bill #

CB 2401-81

Agenda dates requested:

2/7/24, 2/14/24, 2/21/24

Briefing

Proposed action 2/7, 2/14/24

Consent

Action 2/21/24

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Ordinance

Plan

Department(s) involved:

Parks and Facilities

Contact person:

Bob Leonard

Phone number:

425 257-8335

Email:

Bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Larimer Barn Demolition

Partner/Supplier: Forma

Location: Property lot 4-026, Parcel ID: 28050500402600, Everett, WA

Preceding action: None

Fund: Fund 354, Program 097 (CIP-3)

Fiscal summary statement:

The source of funds for the Larimer Barn Demolition Project is CIP-3

The project cost estimate is \$85,000. These costs include all construction activities, contingency, tax, and all other costs associated with the project.

Project summary statement:

This project will demolish the existing barn structure on City owned property. The structure is unoccupied and not structurally sound for any use. This project will fund the demolition, debris removal, and site restoration to include any needed grading and grass hydro seed, to match typical surrounding grasslands.

The anticipated start of construction is in 2024 with completion prior to December 31, 2024.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Larimer Barn Demolition”, Fund 354, Program 097, to accumulate all costs for the project in the amount of \$85,000.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Larimer Barn Demolition”, Fund 354, Program 097 to accumulate all costs for the project in the amount of \$85,000.

WHEREAS,

- A.** The City Council recognizes the need to maintain City owned properties.
- B.** The City Council recognizes that the Larimer Barn is unoccupied and not structurally sound for any use.
- C.** The City recognizes that the Larimer Barn has reached the end of its useful life and should be safely demolished.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled, “Larimer Barn Demolition”, Fund 354, Program 097.

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 of the project is \$85,000.

Section 4. The sum of \$85,000 is hereby appropriated to Fund 354, Program 097, Larimer Barn Demolition Project.

- A. Use of Funds**

Barn Demo and Associated Costs	<u>\$85,000</u>
Total	\$85,000
- B. Source of Funds**

CIP 3	<u>\$85,000</u>
Total	\$85,000
- 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 public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance Closing a Special Improvement Project Entitled, Madison Morgan Park Improvements, Fund 354, Program 063, as Established by Ordinance No. 3818-21

Council Bill #

CB 2401-82

Agenda dates requested:

2/7/24, 2/14/24, 2/21/24

Briefing

Proposed action 2/7, 2/14/24

Consent

Action 2/21/24

Ordinance **X**

Public hearing

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

Closing Ordinance

Department(s) involved:

Parks & Facilities

Administration

Contact person:

Bob Leonard

Phone number:

(425) 257-8335

Email:

BLeonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: Madison Morgan Park Improvements**Partner/Supplier:** Job Order Contracting – Forma\SWR Garner's NW Landscaping**Location:** Madison ST & Morgan RD, Everett, WA**Preceding action:** Funding Ordinance 3818-21**Fund:** Fund 354, Program 063**Fiscal summary statement:**

The source of funds for the Madison Morgan Park Improvements project was Capital Improvement Program 3 (CIP-3) in the amount of \$315,000. The project was completed at a total cost of \$288,288. All expenses for the project have been paid. The remaining balance of \$26,712 will be transferred back to CIP-3.

Project summary statement:

The project funded walking paths, a gathering circle, perimeter fencing of the park and residence inside the park, interpretive signage, plantings for the meadow and seasonal wetlands, and a park monument sign.

All work has been completed to the satisfaction of the Parks and Facilities Department.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled, Madison Morgan Park Improvements, Fund 354, Program 063, as established by Ordinance No. 3818-21.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled, Madison Morgan Park Improvements, Fund 354, Program 063, as established by Ordinance No. 3818-21.

WHEREAS,

- A.** The Madison Morgan Park Improvements, Fund 354, Program 063 was established to provide for the design and construction cost for the improvements of the Madison Morgan Park.
- B.** The purpose of the fund has been accomplished.
- C.** There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the special construction fund, Fund No. 354, Program 063, Madison Morgan Park Improvements be closed.

Section 2. That the final revenues and expenses for Madison Morgan Park Improvements, Fund 354, Program 063, are as follows:

REVENUES		
	CIP 3	<u>\$ 315,000</u>
	Total	\$ 315,000
EXPENSES		
	Construction	\$ 288,288
	Transfer Out – to CIP 3	<u>\$ 26,712</u>
	Total	\$ 315,000

Section 3. That the remaining balance of \$26,712 be transferred to CIP 3.

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:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



From: Aarene X <aarenex@haikufarm.net>
Sent: Tuesday, February 13, 2024 5:23 PM
To: DL-Council
Subject: [EXTERNAL] Sno-Isle annexation of Everett Libraries?

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.

Here are my thoughts about the proposed annexation of the Everett Public Library (EPL) with the Sno-Isle Library System.

(short version): please, no.

(long version): Having recently transferred from a large library system (KCLS) and having also worked for Sno-Isle years ago (Mukilteo branch), I can say with authority that the Everett Library as part of the City of Everett team offers the superior employee experience and excellent value-for-dollar to our library users.

In Everett we have nimbleness and flexibility. Our staff plan events, collections and activities with Everett library users in mind, without funneling every move through a hierarchy of committees and supervisors in a process designed to water down or wash out sparks of individuality, creativity, originality, and diversity in favor of creating a uniform, system-wide experience for library users.

Being part of the City means that our projects support--and get support from--other City departments. A good example is the small vegetable garden on the west balcony of the main library, which provided 10 pounds of green beans to the Food Bank in 2023. I planned and planted the garden in a series of library events for children and families when we launched the Un-Bee-Leafable Seed Library, and the whole project was made possible by support from Everett Parks Department and Everett City Facilities, and was sponsored with in-kind donations from local businesses such as the Everett Farmer's Co-op. Relationships with those agencies belong to the Everett Library and staff, not to Sno-Isle.

The Seed Library itself has no parallel in Sno-Isle. In my experience, a collection that has no parallel in Sno-Isle eventually becomes a thing that no longer exists at Sno-Isle. Sno-Isle does a very good job of bringing a uniform collection of materials and programs to their library users. Residents of Everett already have full access to those. EPL, as a separate entity, provides alternatives to the uniform collection, and these enriching alternatives are specifically targeted to Everett Library patrons.

Closer to me personally: a single building with 4.5 FTE youth services specialists also has no parallel in Sno-Isle, which hires non-librarians (at significantly lower salary) to lead storytimes and other children's events. Having other specialist librarians immediately adjacent, rather than located in buildings scattered around two counties, means that at EPL we are able to collaborate and create amazing events and services that are not possible within the Sno-Isle framework.

EPL recently hired a fundraising and marketing coordinator who is already taking steps to boost library visibility and private funding of library services. With this income, the library would need less City funding in the future. Give Anna Claire Laush a chance to do the job she was hired to do rather than hand the library off to another entity.

Our library users reap the benefit of our specialists, collaborations, and in-city relationships and so do our employees. I urge the council to look elsewhere in the quest to save money.

Sincerely,
Aarene Storms, youth services librarian
Everett Public Library

--

Aarene Storms (she/her)
aarenex@haikufarm.net

Angela Ely

From: EPL Staff <eplstaffcomments@gmail.com>
Sent: Wednesday, February 14, 2024 2:43 PM
To: Angela Ely
Subject: Fwd: [EXTERNAL] Comments on the levy lid lift and annexations

Please see below for the second staff submission to this account.

----- Forwarded message -----

From: **EPL Staff** <eplstaffcomments@gmail.com>
Date: Tue, Feb 13, 2024 at 11:55 PM
Subject: Re: [EXTERNAL] Comments on the levy lid lift and annexations
To: Elizabeth Vogeli <EVogeli@everettwa.gov>

Hi Liz-

Thank you for your kind words! We received another staff email, so passing it along for consideration. We know people want to try to submit their thoughts prior to council if at all possible to be considered. If anything else comes in it will be forwarded asap.

--

To all Everett City Council members:

I write to you as a concerned employee of the Everett Public Library. I'm tired. My coworkers are tired. My boss is tired. Everyone is so worn out and so very tired of constantly being overlooked, overworked, and being expected to run an efficient and amazing library service with the scraps left over from the general fund. We read the comments online. We see longtime library patrons and community leaders bemoaning: our reduced open hours; our broken buildings; our level of service that's not matching their ideal.

We get it. We are heartbroken too. We care about Everett, we care for our community--the most vulnerable of which we feel protective of, we care for the unique and wonderful legacy we are tasked with continuing into the future. But we can literally only do so much. When we don't have enough workers to be open 7 days a week; when we have to close a location because the building issues are more than we can handle; when we see you having to wait in line because we don't have enough workers to get to everyone at once--we get it. We want more, too. We were able to provide more before the pandemic slashed our budget and dozens of our coworkers were let go.

But it's a fallacy to think that giving control to Sno-Isle Libraries is going to be the magic cure for all of these issues.

Sno-Isle has issues to solve, too. They already have 23 other locations, and a budget and library board that work very, very differently than what we are used to in Everett. That doesn't mean that they are going to sweep up Everett's library system and make everything better, perfect, your ideal. That's wishful thinking, and while I wish that handing the library over to Sno-Isle would be the perfect solution, the truth is no one knows. And I'm not opposed to exploring what this might look like, if Sno-Isle were to annex the Everett Public Library.

But, I would like to know why this specific decision focused on the library is being rushed through, with zero clear information transparently being made to the public or employees, without first looking at a solution that would actually go a long way towards solving a lot of the projected budget deficit issues: a levy lid lift.

I don't know much about how this all works. But I'm fairly certain we can't have a levy lid lift or other ballot measure of that nature at the same time as annexation would be on the ballot.

So. Why aren't we working on the real heavy lifter here--the levy lid lift--and are instead serving up the Everett Public Library on a platter as some sort of perfect solution that will save the day? The library's budget is less than \$6 million. What happens if annexation fails on the ballot? My understanding is the library's budget will be slashed by approx. \$2 million. What do you think your library service will look like then?

I'm not against exploration--I'm against exploration right now, without first trying to figure out a more realistic solution to the looming budget deficit. This is a misguided decision I hope will be reconsidered.

The public library is the last space in society where a person can go, spend some time--simply exist as a human--without spending any money, or having to ask anyone for anything. We are the last refuge for so many community members who have nowhere else to go. The City has invested in social workers and resource navigators to help anyone who needs help, and chosen the library as the heart of its community support/social work program. This program is hugely successful at the Everett Public Library and has helped hundreds of community members. I'm ashamed that the City would eagerly consider giving this all up, while easily spending millions of dollars more than the library's budget on a baseball stadium that is utilized by very, very few.

I'm tired. But not too tired to speak up when it seems as though these factors have not been discussed nor considered.

Sincerely,
A Concerned Library Employee

On Tue, Feb 13, 2024 at 9:01 PM Elizabeth Vogeli <EVogeli@everettwa.gov> wrote:

Category 2: Sensitive information

I can not adequately put in words my appreciation for this letter. It is possible that I might read it out loud at a council meeting. It would be hard to summarize what you have written without lessening its impact.

Thank you.

CM Liz Vogeli



Liz Vogeli, Councilmember

District 4 | City of Everett

425.257. 8703 | 2930 Wetmore Ave., Suite 9-A Everett, WA 98201

everettwa.gov | [Facebook](https://www.facebook.com/everettwa) | [Twitter](https://twitter.com/everettwa)

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Category 2: For official use only / disclosure permissible by law.

From: No Name <eplstaffcomments@gmail.com>
Sent: Tuesday, February 13, 2024 8:07 PM
To: DL-Council <Council@everettwa.gov>
Subject: [EXTERNAL] Comments on the levy lid lift and annexations

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Everett City Council Members -

We have taken the step of creating an email account for the use of staff who wish to comment anonymously if that empowers them to do so without self censoring. We hope that you understand this step given the threat to livelihoods implied by a looming \$1.9 million budget cut in the future depending on the outcomes of these discussions. Please find below the first letter submitted to this account. If you have any questions or responses they will be forwarded to the appropriate staff member.

Respectfully -

EPL Staff

--

To Everett City Council

This administration is not unique in its approach of budget cuts and threats of annexation. Over the years Everett has balked at having an open discussion of the one solution that would adequately address its longstanding budget problem: the levy lid lift. This is something that should be explored in great depth, including investigating creative ways to ensure that such a move will not penalize those on fixed incomes who cannot afford increases that might deprive them of their homes. Unfortunately the tight turnaround being

rammed through with this annexation push will not allow for the depth of discussion that this subject deserves. It is my understanding that anything that needs to be on the ballot needs to be fully fleshed out by May. That hardly seems enough time to craft a careful piece of tax reform. I fear that voters will be presented with an unsatisfactory offering that will not hold the appropriate appeal to counter the more attractive idea of offloading services to a larger tax base.

Everett should also be discussing requiring the businesses that they attract pay their fair share to support the communities that host them. It is a fallacy that large employers like Boeing still support Everett despite tax breaks if a significant portion of their employees commute into the area to fill those jobs because they find more fulfilling communities to live and spend in elsewhere.

People buy into communities that invest in quality of life rather than making themselves welcoming hosts for private industry in the hopes of some additional jobs. Nobody wants to live in a city with a handful of neglected parks, bereft of programming, poor beach access, and a criminally defunded library system struggling to maintain a high level of service despite constant setbacks. An abandoned pool residents would love to get back into because the fancy new one is way too crowded. A city that has eliminated its cultural arts programming and its office of neighborhoods. Obliterated overnight were all long-term efforts to connect and grow community at a coordinated city level. For the purposes of budget cuts the city laid off decades of collective expertise in those areas and did untold damage. Now the staff that replaced these personnel struggle to reinvent the wheel through absolutely no fault of their own; we cast out a great deal of social capital and institutional knowledge when Wendy McClure and Carol Thomas were forced to retire. What we're doing is growing a city of commuters. People who leave for the day to find their work and their recreation. I am aware of several young families who have left because they have felt this divestment keenly and wanted to find more for themselves and their children.

Is this what we want to pay for? It is becoming an increasingly bleak place to live and work. A community so consumed with the perception of things being unsafe that they've forgotten that the problems we face are not unique to us and would be solved by better investing in our community rather than further stripping it of all that is enjoyable. Residents bemoan the parks becoming the territory of those who are homeless without analyzing several aspects of that situation. If there was more activity in the parks, like regular programming and facilities that were attractive for use, they would be less attractive for illegal activity. Regardless, there is nothing inherently wrong with being homeless and existing in public; someone's discomfort at seeing poverty should not mean forcing the removal of someone who has the right to exist. If there is an issue with people leaving messes, perhaps a large part of the issue is that we are no longer able to afford garbage collection from our parks and regular maintenance staff visits. If illegal activity is taking place, I question why this isn't being monitored and discouraged by the increased police presence we are continually being asked to fund at higher levels? Why are City funds being channeled through the Downtown Everett Association to hire private security personnel to walk these areas to enforce the no sit no lie ordinances if we dedicate so much funding to the EPD already? I am concerned to hear that the EPD has already received numerous complaints about how abusive, physically and verbally, these contracted security are, a disturbing use of public funds.

If public parks are not an appropriate place for people to be who have nowhere else to go, what alternatives are we providing? Why hasn't Everett, the County, and all of the collected social work stakeholders ever been able to coordinate successfully to provide seamless services that ensure public servants have adequate resources to direct folks in need to? Why can't this area construct and maintain some day centers that can provide for the less fortunate, rather than expect our underfunded parks and libraries to pick up that load,

while allowing the entire city to complain about it when they do so? Why have city council and the mayor not been more assertive all of these times the city has been within inches of creating humane and well designed shelters and housing strategies only to let a handful of residents shoot those projects down over personal prejudices? Why did we allow a handful of business owners determine it was more important to drive shelter users away from the gospel mission and into the downtown business district and neighborhoods rather than working with the mission to expand their facilities? It seems like working to create a day center to meet the needs of those individuals where they were at would have made more sense. And why did we approve a plan that would close our only in-patient mental health facility for years for reconstruction without a clear backup facility, forcing countless extremely unhealthy people onto the streets of Snohomish county unsupported? We are suffering through a crisis very much of our own making. We cannot just use wishful thinking and have human beings disappear because we find them inconvenient, or uncomfortable to acknowledge.

And this brings me to the real purpose of this long letter, the library and threatened annexation. I hope you've stuck with me this far - I really appreciate you for doing so! I will start by saying that there is nothing inherently wrong with the Sno-Isle system. My issue with this plan has to do with the lack of honesty in how it is being sold to our residents and council. Giving the mayor the benefit of the doubt, perhaps this is because she personally has been the first to admit that she is not a library user, so she does not know how the two systems are very different in nature. I watched the first city council meeting where this plan was discretely nestled under an agenda item that didn't mention the library or Fire Department by name. The community would be easily excused for missing that this conversation was taking place as little notice was given. In the opening remarks two very false statements were made: that the library was rapidly growing, and that the move to sno-isle would be about an increase in services. I don't think there was ill intent here, but if this can be called anything it would be spin.

The first claim, growth, may look accurate on paper if one doesn't zoom the chart back past 2020. The truth is that the library was absolutely decimated at the start of the pandemic. Almost all of its long-term employees were strongly encouraged to take early retirement buyouts or face certain layoffs in the months to come. After that came the furloughs and layoffs. What was left was a skeleton crew, I think we went from 30 to 8, who kept creating virtual programming going, sometimes even providing programming for other departments. It was a collaborative time in the city because we felt we were all in it together. Or at least we thought so. Library administration pushed hard at every turning point to lead the state, and often the country, in bringing services back online. The skeleton crew brought in new technologies to deliver programs live, answer calls, and even get back into the buildings to start doing curbside. Despite very real fears the EPL became the first library in the state and one of the first in the country to reopen its doors to the public, long before the vaccines were deemed worthy of its workers because they were not considered essential. Some workers went and volunteered at mass vaccination sites so that they could take care of themselves and their families and return to serve their community. In all the emails the city sent out in gratitude to the different city departments I never saw any of this highlighted or appreciated.

My time at the library, under more than one library and mayoral administration, has been marked by neglect and disinvestment. Despite it all, I am constantly surrounded by colleagues who amaze me, and members of the community who inspire me. Because of the type of system we work in, we are allowed to meet all of our challenges nimbly and creatively. If you want to talk about responsible and frugal government spending you will never need to look any further than a small city-funded library system. Universally we are given scraps and told to make magic. So to overcome these challenges we have woven ourselves into the fabric of Everett and Snohomish county. We have formed partnerships with city departments, schools, nonprofits, Tribes, businesses, local artists, heritage groups, and so much more. Countless people work with us for free because they believe in what we do, but we always strive to pay our presenters what they are worth because

we believe in supporting our community. Yes, the local public library shops local, always. At sno-isle the model is uniformity across all branches. This is a sustainable model when you serve 20 locations across two of the largest counties in the state that both pay into your system. You would never want the patrons in one town to feel that their money isn't as good as the money in another, right? So when Everett folds itself into this system, what happens to this unique ecosystem of mutual community support and programming? Does it matter? Does our community value it? Do they know that there is a risk of it going away?

Also of concern to myself, other staff, and members of the community is the future of our current buildings, particularly the downtown main library. It should be no secret at this point that both struggle terribly with facilities issues; a product of decades of deferred maintenance and the common municipal strategy of pursuing lowest bid contractor work. The main library is in desperate need of a new HVAC system at an estimated \$5 million - as one of the city's most reliably-open cooling and warming centers it's inexcusable that we've gone this long with a climate control system that doesn't work for months at a time. The main library roof, despite being relatively new and having been 'fixed' several times, has significant persistent leaks, including the one over the mural that was restored at significant cost. The masonry, another subject of frequent repair, also has seepage.

That brings us to the newly-expanded Evergreen Branch, which shortly after reopening needed to close due to critical HVAC failures which was a persistent problem. This issue was mostly fixed but does reemerge from time to time. Now the reoccurring problem that shuts this building is constantly backing up sewer pipes. Add to that some burst pipes during the recent cold snap that have left ceiling panels absent and insulation hanging in staff areas and it's not a great situation. The building can be a cold and unpredictable place for staff and patrons.

Would sno-isle want to retain either of these buildings given the high cost it's going to take to fix all the issues? Neither fit their current model of maintaining smaller branch libraries. Also the mayor has indicated that it would be desirable to see some smaller branch libraries added in different areas of Everett, which we would love to see too if we were able to expand. We know Delta would like to have that service in their community and we support them, and areas in the far south reaches of Everett need better access as well. But clearly none of that would be on our budget.

The sad truth that I face as an EPL employee is that we are on the chopping block no matter what happens unless the outcome is an intelligent pursuit of the levy lid lift. If a sno-isle merger happens I know immediately everyone in our technical services department loses their jobs. Most of them have been here over 20 years and some over 30. I know the city will lose the unique services I describe above. It's quite possible the northwest room and collections go away because that is not consistent with their service models.

The realist in me believes that voters don't want to pay more money, so I think that it's unlikely that county residents would want to pay more just to get two more libraries they can already use. Perhaps I buried the lede, but ALL residents of Snohomish and island counties can get EPL cards already. We can all get sno-isle cards too. So we already all can use both of these things for no additional cost to us. Who is going to vote to pay more for what they get already? Very few people.

That leaves me with the most realistic outcome: nothing happens and we stay with the city. The mayor has committed to cutting almost \$2 million from our budget. That might not seem a lot when \$500k is an acceptable amount to investigate improving a stadium to please a private business that people need to pay to get into, but that's a huge chunk of our budget. To put things into perspective, the entire materials budget for adults in 2024 is \$550,500 - that is all we have to spend on books, media, databases, ebooks, etc.. Basically everything but programming aimed at our adult users. We are one of the last remaining things people can do in our city to enjoy themselves without having to pay money. We live in a very expensive place where the cost of living is constantly rising. People are making the choice between rent and groceries. Good library programming can be a sanity saver for those trying to get by. They can be a sanity saver for those who just want variety and an escape from commercialism in general. Unabashedly authentic and driven by the unique character of our community's interests, not our own drive for profit.

It would be such a relief to be fully supported so that we can continue to support you, but there is no clear end in sight. I remember a time when we actually did a fair amount of the things that sno-isle would be offering if we got folded in; the loss of our outreach program with its bookmobile and homebound services to the structural deficit was a terrible blow. I would have loved to have had all that during lockdown to help all those isolated people. Perhaps if our city had stopped shying away from the difficult conversation about the levy lift years ago we could have saved some of the things we loved. It's not too late now.

I am asking you to hit the brakes and take the time to truly consider what you are undertaking. There is no going back once this is lost. I feel like this kind of decision deserves careful planning and consideration, and not a frantic scramble to hit a ballot deadline because everyone is tired of this coming up and nothing ever happening. This is literally the future of our community's character, not just one library system. It's a matter of how we fund what we want and need, and what we choose to prioritize. The library is just the wedge in this moment. What else gets pawned off after this when the budget hole is still there because the funding model is still there? Eventually all our taxes are going to pay for will be policing and the executive suite. Please choose wisely; this is your chance to get this right for future generations, once and for all.

Thank you so much for your time, I know that was a lot to get through.

Gratefully,

EPL staff

From: [Angela Ely](#)
To: [Ashleigh Scott](#); [Marista Jorve](#)
Cc: [DL-Council](#); [David Hall](#); [Jennifer Gregerson](#)
Subject: FW: [EXTERNAL] Letter about annexation of Everett Public Library to Sno-Isle Libraries
Date: Friday, February 9, 2024 9:08:38 AM

Category 2: Sensitive information

Hello,

Please submit the email below as written comment for the record at the Feb 14th Council meeting.

Thank you!

Angie

Category 2: For official use only / disclosure permissible by law.

From: Elizabeth Koenig <elkoenig1@gmail.com>
Sent: Friday, February 9, 2024 6:50 AM
To: DL-Council <Council@everettwa.gov>
Subject: [EXTERNAL] Letter about annexation of Everett Public Library to Sno-Isle Libraries

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 am writing to you about the possible annexation of Everett Public Library to Sno-Isle Libraries.

I have been employed at the Everett Public Library for ten years, and have been using the library for 30 years. Before getting hired at EPL, I worked for Sno-Isle Libraries for 7 years in multiple branches. I am writing this letter as someone who has experience working in both library systems. I have left out all of my concerns about what this change may mean for me as an employee, and focused on library services.

I have watched three City Council Meetings in which this annexation has been discussed, and also attended the Library Board retreat on Saturday Feb 3. I appreciate the Board's careful look at what annexation could mean, and I understand their decision to support continued exploration of the option.

The City Council does not appear to be uniformly convinced that annexation is the best path forward, and some stated they would prefer to keep EPL as a City-run library system. At the last meeting, on February 7th, at least two of you mentioned that you would rather focus on the levy lid lift option, and I also heard you would prefer not to 'dilute the message' of the overall budget issues, and that this feels too rushed.

When you consider annexation in the coming weeks and months, please keep in mind there may be these negative impacts:

Taxpayers would be paying more to receive either the same or less

Adding two Everett Public Library locations to Sno-Isle was initially pitched to City Council as an improvement in services for residents, but this is disingenuous. Those who live outside of the Everett tax base, in the greater Sno-Isle service area, will only gain two more locations that will receive the same exact services you already receive at any Sno-Isle location, as their service model is to deliver a uniform product system-wide. Those who live within Everett and formerly paid into the Everett Public Library system will actually be receiving less. They will no longer receive programs, services, and collections specifically designed with your community in mind that your city has benefitted from for the past 130 years. Currently anyone who lives in Snohomish or Island County can have a library card at Everett; the Everett Public Library expanded its service area to non-City people regardless of whether or not they paid for these services years ago because we wanted to be more inclusive.

Loss of historic organization

The Everett Public Library is one of the oldest departments in the city. Founding mothers, the Everett Woman's Book Club, thought it was so important that an up and coming cosmopolitan city support a public library, that they banded together to create one 130 years ago (1894-2024). The funding and governance was written into the city charter to ensure that the library remained a city priority. For generations Everett families have taken pride in the library and used its resources to raise their children and improve their lives. It has continued to grow and change as the city has continued to do the same.

Possible loss of historic building and the newly renovated Evergreen Branch

Will Sno-Isle want to take on responsibility for either of the Everett Public Library's current locations? The Main Library does not fit their model of smaller branches, and the Evergreen Branch is located close to Sno-Isle's relatively new Mariner branch. Sno-Isle already has the large Marysville Service Center so doesn't need another large building for technical services or their mobile services. Another concern is that Sno-Isle would initially accept the Main Library but then close it and sell it at a later point in time. The City would be unable to prevent that.

Vital community support jeopardized

The library-based social workers have made a huge impact and have helped numerous unhoused patrons get into housing and treatment. The addition of social workers and security guards trained in compassion and empathy have greatly reduced the strain experienced by library staff needing to respond to incidents and complex needs for which they were never trained. Without this additional support from Sno-Isle, staff would be starting over. The Everett Public Library and its new support staff have finally arrived at a level of community support that feels somewhat effective. This program may have to move or end if Sno-Isle takes over. Both locations of the Everett Public Library also serve as heating and cooling centers during harsh conditions. Residents could lose this vital resource if Sno-Isle followed their model of small branches and did not use the existing buildings.

Fundraising abilities

The Library just hired a new Fundraising and Marketing Coordinator because the City agreed to try this out in the same way that the Animal Shelter has done successfully. That position would likely not carry over to Sno-Isle. Before rushing into this action, give this person a chance to do their job raising money for the library.

Potential loss of the Northwest History Room

Sno-Isle does not currently support any sort of local history room or staff; to absorb this resource it would need to create a new department and job classes. If the merger occurs, especially if the Main Library building is not deemed desirable for retention, it would seem unlikely that there would be a suitable location to house the large collection of archival

material and books in any of the current Sno-Isle libraries. There is not currently a functional organization in the County that would be able to accept and make accessible the Northwest Room's collections should they need to be deaccessioned, so those materials would be lost to the County, either broken up into various smaller collections, or sent to Bellingham for the State Archives. All local history organizations in the county, as well as Sno-Isle itself, regularly use the Northwest Room collections and its staff to support their own research and reference needs.

Sno-Isle's union is new and still under development

The AFSCME Union at Sno-Isle has a lot of work to do to get its brand new local up and running. There is no contract, and the lack of union experience in their HR department and management are making this a challenging time. Adding new and possibly stressed and confused employees to the mix at this time does not feel like a great idea for either the Everett Public Library employees, or those at Sno-Isle.

Thank you for taking the time to read this letter. If it is decided that continued exploration of the annexation is warranted, please keep the above concerns in mind. One library system is not just like another. EPL is a truly original library with Everett-specific offerings, and its incorporation into a large, uniform regional system will change it forever.

Elizabeth Koenig
3516 Norton Ave.
Everett, WA



EVERETT CITY COUNCIL Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

All comments must be relevant and delivered to the Council as a whole in a respectful manner. The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- Comments advertising any product
- Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at [everettwa.gov/city council](http://everettwa.gov/city-council). Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 2/14/24

NAME (required): Chelsea Gray

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item

AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: inequities in Policing



EVERETT CITY COUNCIL Public Comment Form

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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: Feb 14 2024

NAME (required): Farnum, Mat

CITY (required): Everett ZIP (required): 98203

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 (2) 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: Project name: Plat of D3G Hopkins