



Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, April 10, 2024
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: April 3, 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 \$1,800,228.34 For The Period Ending March 23, 2024 Through March 29, 2024.

Documents:

[RES CLAIMS PAYABLE MAR 23, 2024 - MAR 29, 2024.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,314,487.67 For The Period Ending March 23, 2024.

Documents:

[2024 RESOLUTION FOR PAYROLL PAY PERIOD 07.PDF](#)

(3) Adopt Resolution Authorizing Electronic Transfer Claims Against The City Of Everett In The Amount Of \$7,615,110.91 For The Period Ending February 1 Through February 29, 2024.

Documents:

[EFT COUNCIL RESOLUTION 2024-2.PDF](#)

(4) Adopt Seven Resolutions In The Form Provided For The 2024 Washington State Recreation And Conservation Office Grant Cycle And Authorize The Mayor To Apply For Grant Funding And To Execute All Necessary Documents For The 2024 Grants.

Documents:

[2024 WASHINGTON STATE RECREATION AND CONSERVATION GRANTS CYCLE.PDF](#)

(5) Authorize The Mayor To Sign An Interlocal Agreement With Snohomish County For \$2,211,760 Provided Through The County's Conservation Futures Property Tax Fund To Acquire Five (5) Properties For The Proposed Holly Neighborhood Nature Park.

Documents:

[HOLLY NEIGHBORHOOD NATURE PARK-INTER LOCAL AGREEMENT.PDF](#)

(6) Authorize The Mayor To Sign Amendment No. 5 To The Transit Advertising Agreement Between The City Of Everett And Lamar Transit, LLC.

Documents:

[LAMAR AMENDMENT NO. 5.PDF](#)

(7) Authorize The Mayor To Sign Amendment No. 2 To The Professional Services Agreement With Parametrix, Inc. For Phase 3 Advisory Services For The Everett Municipal Building-Public Works Tenant Improvements Project.

Documents:

[PARAMETRIX, INC. PSA AMENDMENT NO. 2.PDF](#)

(8) Approve The Mayor's Acceptance Of A Donation From Petco Love In The Amount Of \$50,000 Into The Fund For The Animals.

Documents:

[PETCO LOVE DONATION TO THE EVERETT ANIMAL SHELTER_041024_CS.PDF](#)

(9) Adopt A Resolution Declaring A 2009 Kubota RTV900T ATV (S0113) Surplus And Authorizing Sale At Public Auction.

Documents:

[2009 KUBOTA SURPLUS.PDF](#)

PROPOSED ACTION ITEMS:

(10) CB 2403-89 – 3rd & Final Reading – Adopt An Ordinance Closing A Special Improvement Project Entitled "Everett Mall Way – 4th Ave To East Mall Drive Intersection Safety" Fund 303, Program 106, As Established By Ordinance No. 3835-21.

Documents:

[CB 2403-89.PDF](#)

(11) CB 2403-90 – 2nd Reading - Adopt The Amendment To Ordinance 3650-17 (Quick Service/Barista Stand Ordinance) (EMC 5.132.020; .040). (3rd & Final Reading 4/17/24)

Documents:

[CB 2403-90.PDF](#)

(12) CB 2403-91 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "20th St CIPP Sewer Lining" Fund 336, Program 038 Repealing Ordinance No. 3950-23. (3rd & Final Reading 4/24/24)

Documents:

[CB 2403-91.PDF](#)

(13) CB 2403-92 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "WFP Phase 2 Capital Upgrades" Fund 336, Program 021 And Repealing Ordinance No. 3943-23. (3rd & Final Reading 4/24/24)

Documents:

[CB 2403-92.PDF](#)

(14) CB 2404-93 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled, "Senator Henry M. Jackson Park Lighting Improvement Project", Fund 354, Program 099 To Accumulate All Costs For The Project In The Amount Of \$150,000. (3rd & Final Reading 4/24/24)

Documents:

[CB 2404-93.PDF](#)

(15) CB 2404-94 -1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Thornton A. Sullivan Park Floating Dock Repairs", Fund 354, Program 100, To Accumulate All Design, Engineering, And Permitting Costs For The Project In The Amount Of \$40,000. (3rd & Final Reading 4/24/24)

Documents:

[CB 2404-94.PDF](#)

(16) CB 2404-95 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Thornton A. Sullivan Park Disc Golf Course Improvements Project", Fund 354, Program 096 To Accumulate All Costs For The Project In The Amount Of \$150,000. (3rd & Final Reading 4/24/24)

Documents:

[CB 2404-95.PDF](#)

(17) CB 2404-96 – 1st Reading - Adopt An Ordinance Granting Permission To The United States Postal Service To Construct, Maintain, And Operate An Overhead Skybridge Across 80th Street SW, Located Approximately 585-Feet West Of Hardeson Road. (3rd & Final Reading 4/24/24)

Documents:

[CB 2404-96.PDF](#)

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

BRIEFINGS:

(18) Council COVID Recovery Fund

Documents:

[COUNCIL COVID RECOVERY FUND UPDATE.PDF](#)

(19) Revenue Options

Documents:

[REVENUE OPTIONS.PDF](#)

[4.10.24 REVENUE OPTIONS PRESENTATION.PDF](#)

BRIEFING & ACTION ITEM:

(20) CB 2404-97 – 1st Reading - Adopt An Ordinance Approving The Appropriations Of The 2024 Revised City Of Everett Budget And Amending Ordinance No. 3983-23. (3rd & Final Reading 4/24/24)

Documents:

[CB 2404-97.PDF](#)

[2024 BUDGET AMENDMENT NO. 1 PRESENTATION.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 March 23, 2024 through March 29, 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	622.61	101	Parks & Recreation	6,920.61
002	General Government	(2,139.00)	110	Library	14,292.02
003	Legal	9,794.23	112	Community Theater	1,613.33
004	Administration	170.24	120	Public Works-Streets	26,107.77
005	Municipal Court	3,757.64	130	Develop & Const Permit Fee	731.62
007	Human Resources	1,043.56	138	Hotel/Motel Tax	12,000.00
009	Misc Financial Funds	68,314.15	146	Property Management	6,616.06
010	Finance	2,004.62	149	Senior Center Reserve	47,015.22
015	Information Technology	220.38	151	Fund for Animals	7,812.52
021	Planning & Community Dev	1,284.13	152	Cum Reserve-Library	10,300.00
024	Public Works-Engineering	23,279.23	153	Emergency Medical Service:	19,160.88
026	Animal Shelter	1,101.15	155	Capital Reserve Fund	78,721.58
030	Emergency Management	129.96	156	Criminal Justice	2,404.94
031	Police	12,912.52	197	CHIP Loan Program	191.99
032	Fire	45,664.13	198	Community Dev Block Gran	60.00
038	Facilities Maintenance	2,687.55	336	Water & Sewer Sys Improv I	493,122.21
TOTAL GENERAL FUND		\$ 170,847.10	342	City Facilities Construction	3,913.16
			401	Public Works-Utilities	645,206.24
			402	Solid Waste Utility	30,195.83
			425	Public Works-Transit	50,771.81
			430	Everpark Garage	3,267.40
			440	Golf	18,919.44
			501	MVD-Transportation Service	72,520.86
			503	Self-Insurance	57,481.98
			505	Computer Reserve	6,817.20
			508	Health Benefits Reserve	4,548.89
			637	Police Pension	5,005.80
			638	Fire Pension	1,762.80
			661	Claims	1,899.08
			TOTAL CLAIMS		\$ 1,800,228.34

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 March 23, and checks issued March 29, 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	12,844.46	1,968.60
003	Legal	86,144.87	14,775.25
004	Administration	51,753.21	8,056.89
005	Municipal Court	68,180.77	11,542.33
007	Personnel	57,350.75	9,911.34
010	Finance	99,379.43	16,716.15
015	Information Technology	116,209.82	20,092.70
018	Communications and Marketing	23,319.97	3,985.26
021	Planning & Community Dev	123,342.85	21,244.86
024	Public Works	210,091.21	35,196.63
026	Animal Shelter	57,086.94	9,578.83
030	Emergency Management	10,764.79	1,772.98
031	Police	1,175,754.31	120,836.69
032	Fire	796,056.28	87,366.48
038	Facilities/Maintenance	109,513.10	18,987.43
101	Parks & Recreation	147,192.56	25,522.10
110	Library	123,082.43	20,949.61
112	Community Theatre	8,654.25	1,483.82
120	Street	74,589.39	12,943.82
153	Emergency Medical Services	451,772.99	46,801.50
197	CHIP	11,771.44	2,032.13
198	Community Dev Block	3,839.52	666.26
401	Utilities	878,019.47	150,769.79
425	Transit	504,205.02	85,948.08
440	Golf	32,523.06	5,657.45
501	Equip Rental	81,044.78	14,060.42
		<u>\$5,314,487.67</u>	<u>\$748,867.40</u>

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 claims made by electronic transfer against the City of Everett for the month February 1 through February 29, 2024, having been audited, be and the same are hereby approved, and the proper officers are hereby authorized and directed to charge claims made by electronic transfer against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Fund	221,444.43
101	Park	22,558.37
110	Library	5,588.22
112	Community Theater	1,904.44
119	Public Works - Street Imp	400.40
120	Streets	5,220.90
126	Moter Vehicle/Equip Repl	897.59
146	Parking Lot Reserve	863.15
148	Municipal Art Fund	285.58
151	Animal Reserve	12,650.48
152	Library Reserve	882.76
153	EMS	29,846.56
155	Gen Gov Spec Proj	713.62
156	Criminal Justice	23,380.70
162	Capital Reserve	12,976.89
197	CHIP	82.50
354	Parks Capital Construction	87.90
401	Utilities	374,378.76
402	Solid Waste Utility	2,563.78
425	Transit	28,487.06
430	Everpark Garage	3,183.03
440	Golf	85,901.84
501	Transportation Services	144,437.97
503	Self-Insurance Fund	179,949.25
505	Computer Reserve Fund	25,243.91
507	Telecom	13,826.95
508	Health Benefits Reserve	576,663.42
637	Police Pension	45,651.28
638	Fire Pension	43,847.89
661	Payroll Withholding	5,748,541.67
670	Custodial Funds	2,649.61
TOTAL CLAIMS		
	BY ELECTRONIC TRANSFER	7,615,110.91

Councilmember Introducing Resolution

Passed and approved this _____ day of _____, 2024

Council President

Project title: Adopt Resolutions and Authorize Mayor to Apply for Grant Funding and Execute All Necessary Documents with Respect to the 2024 Washington State Recreation and Conservation Office Grant Cycle

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 04/10/2024
Action
Ordinance
Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Project Resolutions (7)

Department(s) involved:

Parks and Facilities
Administration

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: 2024 Washington State Recreation and Conservation Grant Cycle

Partner/Supplier: Washington State Recreation and Conservation Office

Location: Multiple Sites

Preceding action: None

Fund: N/A

Fiscal summary statement:

In 2024, the City of Everett Parks & Facilities Department has an opportunity to apply to the Washington State Recreation and Conservation Office (RCO) for grants through multiple RCO funding programs. RCO grants have and will continue to provide invaluable financial support to build, expand, or renovate recreation and athletic facilities throughout our City. Parks and Facilities has a successful record of receiving grants and project support from RCO and a long history of working with RCO in developing capital projects.

The capital projects we are seeking funding for are all projects in our CIP3 funding model. Project construction timelines vary, with all to be executed after July 2025 and completed within three years. All awarded RCO grant agreements and funding will be managed by RCO.

Project summary statement:

If awarded, the City of Everett Parks & Facilities Department will use grant funding for the following projects:

RCO Youth Athletic Facilities (YAF) Program:

- Forest Park Pickleball Facility
- Lions Park Skate Dot
- Howarth Park Sports Court

RCO Community Outdoor Athletic Facilities (COAF) Fund:

- Forest Park Pickleball Facility
- Walter Hall Park Futsal Court

Washington Wildlife and Recreation Program (WWRP)

- Edgewater Park Renovation

Aquatic Lands Enhancement Account (ALEA):

- Lowell River Trail South Trail Site

Each of the above projects requires that City Council adopt a project resolution, which are included with this coversheet.

Recommendation (exact action requested of Council):

Adopt seven resolutions in the form provided for the 2024 Washington State Recreation and Conservation Office grant cycle and authorize the Mayor to apply for grant funding and to execute all necessary documents for the 2024 grants.

RESOLUTION NO. _____



A Resolution Regarding the Aquatic Lands Enhancement Account, Applicant Authorization, and Electronic Signature

Organization Name (sponsor) City of Everett

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) ALEA Grant - Lowell River South Trail Site

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory and Title of Person Authorized to Sign
Grant application (submission thereof)	Cassie Franklin, Mayor; cfranklin@everettwa.gov
Project contact (day-to-day administering of the grant and communicating with the RCO)	Kimberly Moore, Assistant Parks Director; kmoore@everettwa.gov
RCO Grant Agreement (Agreement)	Cassie Franklin, Mayor; cfranklin@everettwa.gov
Agreement amendments	Tim Benedict, Deputy City Attorney; tbenedict@everettwa.gov
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Cassie Franklin, Mayor; cfranklin@everettwa.gov

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2024.

Council President

RESOLUTION NO. _____



A Resolution Regarding the Community Outdoor Athletic Facility Grant, Applicant Authorization, and Electronic Signature

Organization Name (sponsor) City of Everett

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) 24-1217; Forest Park Pickleball Courts

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory and Title of Person Authorized to Sign
Grant application (submission thereof)	Cassie Franklin, Mayor; cfranklin@everettwa.gov
Project contact (day-to-day administering of the grant and communicating with the RCO)	Kimberly Moore, Assistant Parks Director; kmoore@everettwa.gov
RCO Grant Agreement (Agreement)	Cassie Franklin, Mayor; cfranklin@everettwa.gov
Agreement amendments	Tim Benedict, Deputy City Attorney; tbenedict@everettwa.gov
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Cassie Franklin, Mayor; cfranklin@everettwa.gov

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2024.

Council President

RESOLUTION NO. _____



A Resolution Regarding the Community Outdoor Athletic Facility Grant, Applicant Authorization, and Electronic Signature

Organization Name (sponsor) City of Everett

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) 24-1519; Walter Hall Park Futsal Court

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory and Title of Person Authorized to Sign
Grant application (submission thereof)	Cassie Franklin, Mayor; cfranklin@everettwa.gov
Project contact (day-to-day administering of the grant and communicating with the RCO)	Kimberly Moore, Assistant Parks Director; kmoore@everettwa.gov
RCO Grant Agreement (Agreement)	Cassie Franklin, Mayor; cfranklin@everettwa.gov
Agreement amendments	Tim Benedict, Deputy City Attorney; tbenedict@everettwa.gov
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Cassie Franklin, Mayor; cfranklin@everettwa.gov

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2024.

Council President

RESOLUTION NO. _____



A Resolution Regarding the Washington Wildlife and Recreation Program Grant, Applicant Authorization, and Electronic Signature

Organization Name (sponsor) City of Everett

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) 24-1328; Edgewater Park Renovation

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory and Title of Person Authorized to Sign
Grant application (submission thereof)	Cassie Franklin, Mayor; cfranklin@everettwa.gov
Project contact (day-to-day administering of the grant and communicating with the RCO)	Kimberly Moore, Assistant Parks Director; kmoore@everettwa.gov or designee
RCO Grant Agreement (Agreement)	Cassie Franklin, Mayor; cfranklin@everettwa.gov
Agreement amendments	Tim Benedict, Deputy City Attorney; tbenedict@everettwa.gov
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Cassie Franklin, Mayor; cfranklin@everettwa.gov

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2024.

Council President

RESOLUTION NO. _____



A Resolution Regarding the Youth Athletic Facility Grant, Applicant Authorization, and Electronic Signature

Organization Name (sponsor) City of Everett

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) 24-1697; Dedicated Pickelball Courts at Forest Park

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Cassie Franklin, Mayor; cfranklin@everettwa.gov
Project contact (day-to-day administering of the grant and communicating with the RCO)	Kimberly Moore, Assistant Parks Director; kmoore@everettwa.gov
RCO Grant Agreement (Agreement)	Cassie Franklin, Mayor; cfraklin@everettwa.gov
Agreement amendments	Tim Benedict, Deputy City Attorney; tbenedict@everettwa.gov
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Cassie Franklin, Mayor; cfranklin@everettwa.gov

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2024.

Council President

RESOLUTION NO. _____



A Resolution Regarding the Youth Athletic Facility Grant, Applicant Authorization, and Electronic Signature

Organization Name (sponsor) City of Everett

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) 24-1698; Howarth Park Sport Court

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Cassie Franklin, Mayor; cfranklin@everettwa.gov
Project contact (day-to-day administering of the grant and communicating with the RCO)	Kimberly Moore, Assistant Parks Director; kmoore@everettwa.gov
RCO Grant Agreement (Agreement)	Cassie Franklin, Mayor; cfraklin@everettwa.gov
Agreement amendments	Tim Benedict, Deputy City Attorney; tbenedict@everettwa.gov
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Cassie Franklin, Mayor; cfranklin@everettwa.gov

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2024.

Council President

RESOLUTION NO. _____



A Resolution Regarding the Youth Athletic Facility Grant, Applicant Authorization, and Electronic Signature

Organization Name (sponsor) City of Everett

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) 24-1375; Lions Park Skate Dot Construction

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Cassie Franklin, Mayor; cfranklin@everettwa.gov
Project contact (day-to-day administering of the grant and communicating with the RCO)	Kimberly Moore, Assistant Parks Director; kmoore@everettwa.gov
RCO Grant Agreement (Agreement)	Cassie Franklin, Mayor; cfraklin@everettwa.gov
Agreement amendments	Tim Benedict, Deputy City Attorney; tbenedict@everettwa.gov
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Cassie Franklin, Mayor; cfranklin@everettwa.gov

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2024.

Council President

Project Title:

An Interlocal Agreement with Snohomish County for \$2,211,760 Provided Through the County's Conservation Futures Property Tax Fund to Acquire Five (5) Properties for the Proposed Holly Neighborhood Nature Park

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Proposed action
Consent 04/10/2024
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Interlocal Agreement with
City of Everett and
Snohomish County

Department(s) involved:

Parks & Facilities
Legal

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Holly Neighborhood Nature Park

Partner/Supplier: Snohomish County

Location: 100th and Holly Drive, Everett, WA 98201

Preceding action: None

Fund: None

Fiscal summary statement:

On December 13, 2023, the Snohomish County Council, by Motion No. 23-409, allocated funding in the amount of Two Million Two Hundred Eleven Thousand Seven Hundred Sixty (\$2,211,760) Dollars to the City of Everett from the Snohomish County Conservation Futures Property Tax Fund for the purpose of funding the acquisition of interests or rights in real property located within Snohomish County.

Proposed properties acquired under this grant award are for the sole purpose of the proposed development of the Holly Neighborhood Nature Park.

Project summary statement:

The Holly Neighborhood Park will be the City's first-of-its-kind combination nature park and stormwater facility. This 2.1-acre park will bring the Holly Neighborhood its first nature-based outdoor recreation facility. The new nature park will retain approximately 75% of the area in its forested state, preserving the tree canopy, wetland facilities and habitat. Amenities may include nature trails, lookouts, gathering destinations and nature play areas, as well as enhanced native plantings and constructed wetlands. Interpretive signage will educate visitors about the natural features of the site, the value of preserving urban forested areas and the stormwater management benefits the park will provide.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign an Interlocal Agreement with Snohomish County for \$2,211,760 provided through the County's Conservation Futures Property Tax Fund to Acquire Five (5) Properties for the Proposed Holly Neighborhood Nature Park

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
SNOHOMISH COUNTY AND THE CITY OF EVERETT
CONCERNING
ACQUISITION OF PROPERTY WITH CONSERVATION FUTURES FUNDS**

THIS INTERLOCAL COOPERATION AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF EVERETT CONCERNING ACQUISITION OF PROPERTY WITH CONSERVATION FUTURES FUNDS (this "Agreement"), is made and entered into this ____ day of _____, 2024, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF Everett, a Washington municipal corporation (the "City") pursuant to Chapter 39.34 RCW.

RECITALS

A. The County manages a Conservation Futures funding program pursuant to RCW 84.34.200 et seq. and Chapter 4.14 Snohomish County Code.

B. Cities and towns located in Snohomish County, nonprofit historic preservation corporations, and nonprofit nature conservancy corporations or associations as such are described in RCW 84.34.210 are eligible to apply to the County for resources to fund acquisition of interests or rights in real property located within Snohomish County that meet the conservation criteria described in RCW 84.34.210 et seq.

C. The City applied for resources from the Snohomish County Conservation Futures Property Tax Fund to acquire fee simple interest to approximately 2.1 acres of real property located in the City of Everett, referred to as Holly Neighborhood Nature Park, and more particularly described in Section 1 below (hereinafter referred to as the "Property").

D. Whereas, on August 8, 2023 the Conservation Futures Program Advisory Board (the "Board") at its regularly scheduled meeting listened to the presentation, reviewed the project proposal and voted to recommend project funding, through the Conservation Futures Property Tax Fund in the amount of Two Million Two Hundred Eleven Thousand Seven Hundred Sixty Dollars (\$2,211,760.00) to assist with purchase of the Property.

E. On December 13, 2023, the Snohomish County Council, by Motion No. 23-409, allocated funding in the amount of Two Million Hundred Eleven Thousand Seven Hundred Sixty (\$2,211,760.00) Dollars to the City of Everett from the Snohomish County Conservation Futures Property Tax Fund for that purpose.

NOW, THEREFORE, in consideration of the mutual promises set out below and for other good and valuable consideration, the Parties agree as follows:

1. **Identification of Property.** The unimproved Property is located in the City of Everett, Washington and is generally legally described as follows:

SEE ATTACHED EXHIBIT A.

2. **Purpose of Property Acquisition.** The Property is to be acquired for the purpose of conserving open spaces and areas as authorized by RCW 84.34.200 et seq., and for conservation and for passive, public recreation.

3. **Duration.** This Agreement shall become effective when executed by both parties and posted on the County's Interlocal Agreements website (the "Effective Date"). If the Property is acquired within the time frame provided in Section 5.1 below, this Agreement shall be in effect perpetually, subject to any amendments agreed to in writing by the parties. If the Property is not acquired within the time frame provided in Section 5.1 below, this Agreement shall be terminated; PROVIDED, HOWEVER, that the County and the City may mutually agree in writing, prior to termination, upon an extension of time.

4. **Administrators.** Each party to this Agreement shall designate an individual (an "Administrator") who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following:

County's Initial Administrator:

Tom Teigen, Director
Snohomish County Parks and
Recreation
6705 Puget Park Drive
Snohomish, WA 98296

City's Initial Administrator:

Bob Leonard, Director
City of Everett Parks and Facilities
802 E. Mukilteo Blvd Everett, WA
98201

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

5. **Duties of the City to Acquire, Operate, Maintain and Conserve.** The City shall:

5.1 Acquire the Property within twenty-four (24) months of the Effective Date of this Agreement and upon closing maintain, operate and conserve the Property for open space and passive park purposes. The City shall undertake all reasonable

efforts to acquire the Property but if the owner of is not a willing seller, the City shall not utilize the power of eminent domain to acquire the Property.

5.2 Immediately following acquisition of the Property, execute and record an instrument conveying a Conservation Easement for the Property to the County in substantially the form attached hereto as Exhibit B (the "Conservation Easement").

5.3 Submit an annual report to the County on February 1 of each subsequent year detailing compliance with all on-going requirements of this Agreement.

5.4 Forward a copy of the recorded deed conveying the Property and a copy of the executed Conservation Easement for the Property to the County as soon as the same are returned from the Snohomish County Auditor.

5.5 Provide an identifying sign, the size and design of which shall be approved by the Snohomish County Department of Parks and Recreation, at the entrance to the Property which shall be in plain sight in perpetuity, listing the County as a participant in the acquisition of the Property through the Snohomish County Conservation Futures Program.

5.6 Fund any improvements that are made to the Property from revenue sources other than Conservation Futures Program Funds and limit any such improvements to those that meet the requirements and intent of RCW 84.34.200 et. seq. and the Conservation Easement.

5.7 Submit to the County a long-term maintenance plan for the Property and any improvements within three (3) months of the completed Property acquisition.

5.8 Provide the County with forty-five (45) days' written notice prior to any subsequent conveyance of the Property. Execute and record any and all necessary documents, as the County requires, to ensure the continuing validity and enforceability of the Conservation Easement regardless of the status of the transferee.

Additionally, pay to the County, upon sale of any of the City's interest in the Property, or any portion thereof, a pro rata share of any consideration received, less the costs of improvements funded by the City. The pro rata share will be equal to the percentage of the cost of acquisition funded by the County pursuant to this Agreement.

5.9 Pay on a current basis all taxes or assessments levied on Property-related activities and the Property; PROVIDED, HOWEVER, that nothing contained herein will modify the City's right to contest any such tax, and the City will not be deemed to be in default as long as it is, in good faith, contesting the validity or amount of any such taxes.

5.10 Obtain and maintain, at its own costs and expense, all necessary permits, licenses and approvals related to the purchase, ownership, and on-going maintenance and management of the Property.

6. Payment from the County. The County shall provide financial assistance to the City in the amount of up to \$2,211,760 from the Conservation Futures Fund for the acquisition of the Property. Payment shall be made within twenty (30) days of County receipt of a City invoice submitted with documentation of imminent purchase of the Property and transfer of title, provided the City has complied with all of the terms of this Agreement. In no event shall the County be obligated to provide any payment to the City in excess of the actual purchase price of the Property. Any obligations of the County beyond the current fiscal year are subject to appropriation of funds for the specific purpose of funding this Agreement in accordance with its Charter and applicable law.

7. Compliance with Laws. The parties shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including, but not limited to, laws against discrimination.

8. Records, Inspections and Audits. The City will keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The County may, at its sole discretion, from time to time whether before or after acquisition of the Property or termination of this Agreement inspect all books and records and other materials related to any matters covered by this Agreement and not otherwise privileged, belonging to the City or any contractor or to elect to have an audit conducted to verify acquisition-related costs through the date of the acquisition, income from the Property, maintenance and operation costs, and the cost of post-acquisition improvements. Such books, records and other materials shall be made available for County inspection during regular business hours within a reasonable time of the request. If the County elects to conduct such an audit, it will give notice to the City, and such audit will be conducted as soon as is reasonably feasible thereafter, but County payments to the City (if any) will not be delayed pending the outcome of the audit. Such audit will be conducted by an auditor selected by the County, and the County will, except as provided herein, pay the cost of such audit. The City agrees to cooperate with the auditor and to make available for examination at its principal office all of its books, records, correspondence and other documents deemed necessary to conduct the audit by the auditor. If the audit reveals a variation equal to five percent (5%) or more of the cost of acquiring the Property, then the City will pay the cost of the audit, not to exceed Ten Thousand and 00/100 Dollars (\$10,000.00).

The City will preserve all records for a period of seven (7) years; PROVIDED, HOWEVER, that if the City proposes to dispose of any documents materially related to the Property for a period less than seven (7) years, then the City will deliver the same to the County for disposition by the County.

The County may at all times enter the Property to determine the City's compliance with the terms and conditions of this Agreement or to post notices. Any person or persons who may have an interest in the purposes of the County's visit may accompany the County.

The City acknowledges and agrees that its obligations under this Section 8 will survive termination of this Agreement.

9. Risk of Loss. All of the City's personal property of any kind or description whatsoever, or that of its employees, agents, contractors, and/or invitees placed on the Property shall be at the City's sole risk, and the County will not be liable for any damage done to, or loss of, such personal property.

10. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the City are needed for the County to respond to a request under the Act, as determined by the County, the City agrees to make them promptly available to the County. If the City considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the City shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the City and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the City (a) of the request and (b) of the date that such information will be released to the requester unless the City obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the City fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the City to claim any exemption from disclosure under the Act. The County shall not be liable to the City for releasing records not clearly identified by the City as confidential or proprietary. The County shall not be liable to the City for any records that the County releases in compliance with this Section or in compliance with an order of a court of competent jurisdiction.

11. Hold Harmless and Indemnification. The City shall assume the risk of, be liable for, and pay all damage, loss, costs and expense of any party arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or

disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition or use of the Properties and this Agreement; PROVIDED, that the above indemnification does not apply to those damages caused by the sole negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

12. Dispute Resolution. The Parties agree to use their best efforts to resolve disputes and other matters arising out of this Agreement or the ongoing administration of this Agreement. If a dispute arises, then (i) within ten (10) business days of a written request by either Party, the City's designated representative and County's designated representative shall meet and resolve the issue; if these parties cannot resolve the issue within ten (10) business days of the meeting, then (ii) the issue shall be submitted to the City's Mayor and to the Director of the Snohomish County Department of Parks and Recreation; if these parties cannot resolve the issue within fifteen (15) business days of submission to them, then (iii) the issue shall be submitted for mediation; if mediation does not successfully resolve the dispute, then (iv) either Party may file suit in a court of competent jurisdiction. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

13. Notice. All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator or Administrator's designee at the addresses set forth in Section 1.4 above. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

14. Miscellaneous.

14.1. Entire Agreement; Amendments. This Agreement shall constitute the full and complete Agreement of the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may be amended only by written

agreement of the parties, executed in the same manner as provided by the Interlocal Cooperation Act, Chapter 39.34 RCW, governing the execution of this Agreement.

14.2. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

14.3. Governing Law and Stipulation of Venue. This Agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

14.4. Rights and Remedies. The rights and remedies of the Parties to this Agreement are in addition to any other rights and remedies provided by law except as otherwise provided in this Agreement.

14.5. No Third Party Rights. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any persons other than the Parties.

14.6. Binding on Successors. All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns and legal representatives.

14.7. No Waiver. Payment by the County under this Agreement shall not constitute a waiver by the County of any claims it may have against the City for any breach of this Agreement or for failure of City to perform the work or actions, as specified in this Agreement. Forbearance of the rights of the parties under this Agreement will not constitute waiver of entitlement to exercise their respective rights as to any future acts or omissions by the offending party.

14.8. No Employee Relationship. In performing work and services pursuant to this Agreement, the City, its, employees, consultants, agents, and representatives shall be acting as agents of the City and shall not be deemed or construed to be employees or agents of the County in any manner whatsoever. The City shall not hold itself out as, nor claim to be, an officer or employee of the County and will not make any claim, demand,

or application to or for any right or privilege applicable to an officer or employee of County. The City shall be solely responsible for any claims for wages or compensation by the City's employees, consultants, agents, and representatives, including sub-consultants, or any agency, and shall defend, indemnify and hold County harmless therefrom.

14.9 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

14.10 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

14.11 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

14.12 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

14.13 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

14.14 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

14.15 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

14.16 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

EXECUTED this _____ day of _____, 2024

EXHIBIT A

Legal Description Fee Simple Acquisition

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO CONSERVATION EASEMENT

Suzanne M. Valdez Property #1

APN/Parcel ID: 00535200002201

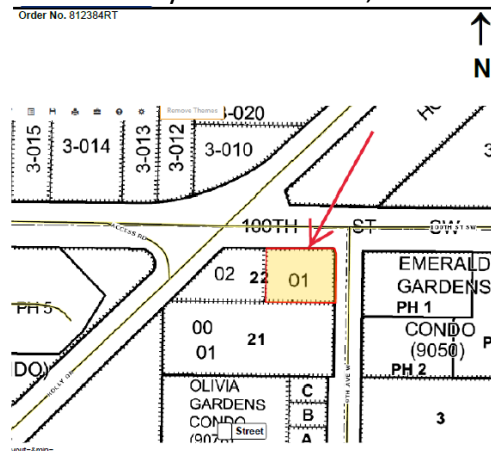
Section 24 Township 28 Range 04 NW

Tract 22, Plat of Olivia Park Division No. 1, according to the to the plat thereof recorded in Volume 11 of Plats, page 13, records of Snohomish County, Washington;

EXCEPT that portion described as follows:

COMMENCING at the Southwest corner of Lot 22, Plat of Olivia Park Division No. 1, according to the plat thereof recorded in Volume 11 of Plats, page 13, records of Snohomish County, Washington; THENCE East along the South line of Lot 22 for 167.85 feet; THENCE North parallel to the East line of Lot 22 to the North line of Lot 22; THENCE West to the Northwest corner of Lot 22; THENCE Southwesterly along the West line of Lot 22 to the true point of beginning; AND EXCEPT the North 20 feet conveyed to Snohomish County for road by Deed recorded under Recording No. 656208, records of Snohomish County, Washington;

Situate County of Snohomish, State of Washington



Stephen Waisanen Property # 2

APN/Parcel ID: 00535200002100-2101

Section 24 Township 28 Range 04 NW

Tract 21, Plat of Olivia Park Division No. 1, according to the plat thereof recorded in Volume 11 of Plats, page 13, records of Snohomish County, Washington;

Situate County of Snohomish, State of Washington

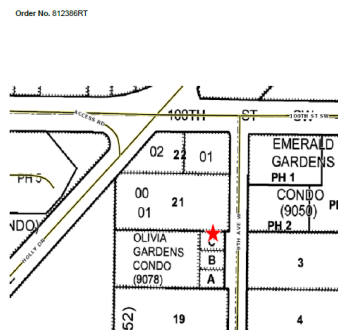


JAL REAL ESTATE LLC, WASHINGTON limited liability company Property #3

A portion of APN/Parcel ID: 00907800000300

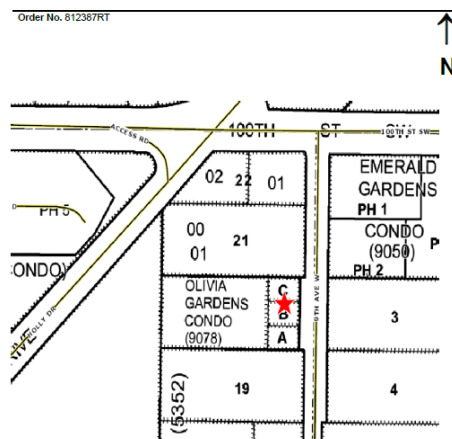
A 1/3 shared interest in the common area of the property described as follows: Section 24; Township 28 Rang 04; Unit C, Olivia Gardens Condominium, a condominium, and use of limited common elements, if any, according to the declaration thereof recorded under Snohomish County Recording No. 200004280359, and any amendments thereto and Survey Maps and Plans recorded under Snohomish County Recording No. 200004285001, and any amendments thereto;

Situate County of Snohomish, State of Washington



A portion of APN/Parcel ID: 00907800000200

Situate County of Snohomish, State of Washington



A portion of APN/Parcel ID: 00907800000100

Situate County of Snohomish, State of Washington

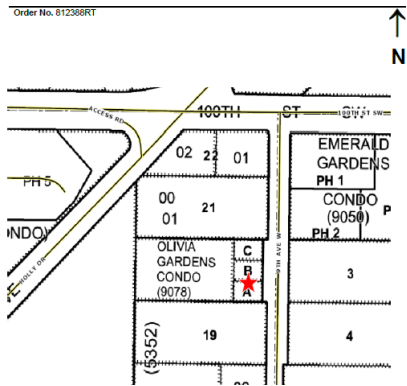


EXHIBIT B

Conservation Easement

After Recording Return to:
Assistant Clerk
Snohomish County Council
3000 Rockefeller Avenue MS 609
Everett, WA 98201

GRANT OF CONSERVATION EASEMENT

Grantor: City of Everett, a municipal corporation of the State of Washington
Grantee: Snohomish County, a political subdivision of the State of Washington
Legal:
Tax Parcel No.:

This grant of a perpetual CONSERVATION EASEMENT (hereinafter "Conservation Easement") is made this ____ day of _____, 2024, by the City of Everett, a municipal corporation of the State of Washington (hereinafter "Grantor"), to Snohomish County, a political subdivision of the State of Washington (hereinafter "Grantee" or "County"), in perpetuity as holder of the Conservation Easement pursuant to RCW 64.04.130.

RECITALS

- A. Grantor is the sole owner in fee simple of the property legally described on Exhibit A, which is attached hereto and incorporated herein by reference (the "Protected Property"), located in Snohomish County, Washington at approximately 910 100th St. SW, Everett, WA 98204, and which is an assemblage of the following Snohomish County Parcels: 00535200002201, 00535200002100, 00535200002101, 00907800000300, 00907800000200, 00907800000100; and
- B. Grantor warrants that Grantor has good legal title to the Protected Property, as well as the right to convey this Conservation Easement, and that the Protected Property is free and clear of any encumbrances except those general exceptions contained in the title policy and any special exceptions shown on the Preliminary Commitment that are accepted by the Grantee; and
- C. Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or waste on the Protected Property; and
- D. The Protected Property possesses significant long-term natural and open space values ("Conservation Values") of great importance to the people of Snohomish County for passive recreation; and

E. This Conservation Easement is authorized by RCW 64.04.130, the provision of state law governing conservation easements; and

F. The Grantor and the Grantee intend and have the common purpose of retaining the Protected Property for open space and passive recreation by placing restrictions on the use of the Protected Property, which shall continue as a servitude running with the land, and authorizing Grantee to monitor and enforce such restrictions, as described herein; and

G. To document the present condition of the Protected Property so that Grantee or its assigns are able to monitor future uses and assure compliance with the terms of this Conservation Easement, Grantee has, at its expense, prepared baseline data consisting of photographs and other documentation summarized in Exhibit B and incorporated herein by reference as though set forth in full (the "Baseline Documentation") that the parties agree provide an accurate representation of the Protected Property as of the date of this Conservation Easement; and

H. Snohomish County, as the Grantee of this Conservation Easement, is a qualified holder of conservation easements under RCW 64.04.130; and

I. This Conservation Easement is being purchased with funds provided, in part, by the County's Conservation Futures Program pursuant to RCW 84.34.200, RCW 84.34.210, RCW 84.34.220 and chapter 4.14 SCC, which authorizes Snohomish County to purchase conservation easements for the purpose of protecting open space and timber land through restrictions on incompatible uses of the land;

NOW, THEREFORE, for and in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein and in payment of one dollar (\$1.00) and other valuable consideration by Grantee, the receipt of which is hereby acknowledged by Grantor, and pursuant to the laws of the State of Washington, including chapters 64.04 and 84.34 of the Revised Code of Washington, the parties agree as follows:

I. Grant. Grantor hereby grants to the Grantee a perpetual Conservation Easement over, under, across and through the Protected Property, as described in Exhibit A attached hereto, to protect, preserve, maintain, improve, restore, limit future use of or otherwise conserve the Protected Property as open space pursuant to chapter 84.34 RCW.

II. Purpose. The purpose of this Conservation Easement is to assure that the Protected Property will be retained forever in its natural and open space condition and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values. Grantor intends that this Conservation Easement will confine the use of, or activity on, the Protected Property to such uses and activities that are consistent with this purpose. This statement of purpose is intended as a substantive provision of the Conservation Easement. Any ambiguity or uncertainty regarding the application of the provisions of this Conservation Easement will be resolved so as to further this purpose.

III. Rights of the Grantee. Grantor hereby conveys to the Grantee all rights necessary to accomplish the purpose of this Conservation Easement, including, without limitation, the following:

A. The right to protect, conserve, maintain, improve and restore the Conservation Values of the Protected Property;

B. The right to enter the Protected Property or allow Grantee's invitees or licensees to enter, at a reasonable time and upon prior written notice to the Grantor, for the following purposes (i) to make general inspection of the Protected Property to monitor compliance with this Conservation Easement; (ii) to protect, preserve, maintain, improve and restore the Conservation Values of the Protected Property; and (iii) to mitigate or terminate any violation or otherwise enforce the provisions of this Conservation Easement.

C. The right to enjoin any use of, or activity on, the Protected Property that is inconsistent with the purpose of this Conservation Easement, including trespasses by members of the public, and to require the restoration of such area or features of the Protected Property as may be damaged by uses or activities inconsistent with the provisions of this Conservation Easement, all in accordance with Section XI.

D. The right to enforce the terms of this Conservation Easement, consistent with Section XI.

E. The right to place a sign on the Protected Property which acknowledges this Conservation Easement, any conditions on access, and any funding contribution to the acquisition of the Conservation Easement.

The foregoing are rights, not obligations, and shall not create any third-party rights of enforcement.

IV. Permitted Uses and Activities.

A. Grantor reserves to itself, and to its successors and assigns all rights accruing from its ownership of the Protected Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not prohibited herein and are not inconsistent with the purpose of this Conservation Easement. In the event Grantor plans to undertake actions that could be inconsistent with the purpose of this Conservation Easement, Grantor shall provide Grantee written notice of such intent not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Easement. Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's notice. Grantee's approval

may be withheld only upon a reasonable determination by Grantee that the action proposed would be inconsistent with the purpose of this Conservation Easement.

B. Any improvements to the Protected Property shall be limited to those which are passive in nature and meet the requirements and intent of RCW 84.34.200-220. Passive improvements include, but are not limited to, trails, interpretive centers, viewpoints, picnicking facilities, access, restrooms, playgrounds and restoration projects. Active recreational improvements are prohibited. Such improvements include, but are not limited to ball fields, use by motorized vehicles, swimming pools, and recreation centers.

C. Nothing herein precludes the Grantor from demolishing, removing, and remediating existing improvements on the property as of the date of this Conservation Easement.

V. Prohibited Uses and Activities. Neither Grantor nor its licensees or invitees shall use the Protected Property for any activity or purpose that is inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following activities are expressly prohibited in the Protected Property:

A. The placement or construction of any buildings, structures, improvements or equipment of any kind except as permitted in subsection IV. B;

B. The continuation, creation, expansion or intensification of any use or activity that is contrary to the purpose of this Conservation Easement or prohibited in this section;

C. Mining or extraction of soil, sand, gravel, oil, natural gas or other mineral;

D. Dumping or accumulation of trash or refuse;

E. The use of motorized vehicles except for those necessary to conduct the uses permitted under this Conservation Easement; and

F. Any construction, expansion, repair or other development activity that would result in more than ten percent (10%) of the area of the Protected Property being covered with impervious surfaces, including, without limitation, asphalt, concrete, gravel, buildings, or ponds.

VI. Transfer of Property. The Grantor agrees to:

A. *Incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, leasehold interests.*

B. Describe the Conservation Easement in and append it to any contract for the transfer of any interest in the Protected Property.

C. Give written notice to the Grantee of the transfer of any interest in all or any portion of the Protected Property no later than forty-five (45) days prior to the date of such transfer. Such notice to the Grantee shall include the name, address and telephone number of the prospective transferee or the prospective transferee's representative.

D. Execute and record any and all necessary documents, as required by the Grantee, to ensure the continuing validity and enforceability of the Conservation Easement regardless of the status of the transferee.

The failure of the Grantor to perform any act required by this subsection shall not impair the validity of this Conservation Easement or limit its enforceability.

VII. Extinguishment. This Conservation Easement may be terminated or extinguished, whether in whole or in part, only under one or more of the following circumstances:

A. By judicial determination, by a court having jurisdiction over the Conservation Easement, those circumstances have rendered the purpose of this Conservation Easement impossible to achieve.

B. In the event all or any of the Protected Property is taken by exercise of the power of eminent domain or acquired in lieu of condemnation, whether by public, corporate or other authority, except by the parties hereto.

VIII. Proceeds. In the event of termination or extinguishment of this Conservation Easement, Grantee shall be compensated by Grantor for the fair market value of its interest in the Protected Property as determined by either a real estate appraiser licensed by the State of Washington or a court of competent jurisdiction.

IX. Transfer or Assignment of the Conservation Easement. *This Conservation Easement is transferable, but Grantee may assign its rights under this Conservation Easement only to an agency or organization that is authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250, or otherwise qualified at the time of transfer under §170(h) of the Internal Revenue Code of 1986. As a condition of such transfer, Grantee shall require that the transferee exercise its rights under the assignment consistent with the purpose of this Conservation Easement.*

X. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep, and maintenance of the Protected Property.

A. Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property.

B. Attorneys' fees and costs for enforcement. If the Grantee commences and successfully prosecutes an enforcement action pursuant to Section XI below, the Grantor shall pay all reasonable costs and expenses associated with the enforcement action, including but not limited to, reasonable attorneys' fees.

XI. Enforcement & Monitoring. Grantee shall have the authority to enforce the terms of this Conservation Easement. To exercise this authority and thereby further the purpose of this Conservation Easement, the Grantee shall have the following rights under this Conservation Easement, which are subject to the stated limitations:

A. Entry onto Protected Property with Reasonable Notice. If the Grantee has reason to believe that a violation of the terms of this Conservation Easement has occurred or is occurring, the Grantee shall have the right to enter the Protected Property, provided that reasonable advance notice is given to the Grantor, for the purpose of inspecting it for violations of any requirement set forth in this Conservation Easement. Additionally, the Grantee shall have the right to enter the Protected Property at least once a year, at a mutually agreed time, for purposes of inspection and compliance monitoring regardless of whether Grantee has reason to believe that a violation of this Conservation Easement exists.

B. Enforcement Mechanisms and Remedial Measures. If the Grantee finds what it believes to be a violation of this Conservation Easement, it may, at its discretion, use any available legal or equitable remedy to secure compliance, including but not limited to seeking injunctive relief and/or specific performance requiring the Grantor to cease and desist all activity in violation of the terms of this Conservation Easement and to return the Protected Property to its condition prior to any violation(s). Except when an imminent violation could irreversibly diminish or impair the Conservation Values of the Protected Property, the Grantee shall give the Grantor written notice of the violation and thirty (30) days in which to take corrective action prior to commencing any legal action. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time or constitute a waiver of its rights. Grantee may use the Baseline Documentation as a basis for enforcing the provisions of this Conservation Easement, but is not limited to the use of the Baseline Documentation to show a change of conditions.

C. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damages to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire.

D. Scope of Relief. Grantee's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee

may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

E. Costs of Enforcement. In the event Grantee must enforce the terms of this Conservation Easement, any costs of restoration necessitated by acts or omissions of Grantor, its agents, employees, contractors, invitees or licensees in violation of the terms of this Conservation Easement and Grantee's reasonable enforcement expenses, including reasonable attorneys' and consultants' fees and costs, shall be borne by Grantor, its successors or assigns.

F. Waiver of Defenses. Grantor acknowledges it has carefully reviewed this Conservation Easement and has consulted or had the opportunity to consult with counsel of its terms and requirements. In full knowledge of the provisions of this Conservation Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors or assigns under or pertaining to this Conservation Easement based upon waiver, laches, estoppel or prescription.

G. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle the Grantee to bring any action against Grantor to abate, correct or restore any condition in the Protected Property or to recover damages for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement or the like.

XII. Hold Harmless. Grantor hereby agrees to release and hold harmless, indemnify and defend Grantee, its officers, elected and appointed officials, employees and agents (collectively "Indemnified Parties") from all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' and consultants' fees arising from or in any way connected with:

A. Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Protected Property that is not a consequence of an activity of the Indemnified Parties undertaken under the rights granted to Grantee under this Conservation Easement;

B. Violations or alleged violations of, or other failure to comply with, any federal, state or local law or regulation relating to pollutants or hazardous, toxic or dangerous substances or materials, including without limitation CERCLA (42 U.S.C. 9601 et seq.) and MTCA (ch. 70.105D RCW), by any person other than any of the Indemnified Parties, in any way affecting, involving or relating to the Protected Property, unless such violations or alleged violations are due to the sole acts or omissions of any of the Indemnified Parties on the Protected Property;

with respect to any particular use of the said Protected Property, it may submit a written request to the Grantee for consideration and approval of such use.

D. Definitions. Any masculine term used in this Conservation Easement shall include the female gender. The terms “Grantor” and “Grantee,” wherever used in this Conservation Easement, and any pronouns used in their place, shall be held to mean and include respectively the above-named Grantor, its successors, and assigns, and the above-named Grantee, its successors and assigns.

E. Entire agreement. This Conservation Easement sets forth the entire agreement of the parties with respect to the issues addressed herein and supersedes all prior discussions, negotiations, understandings, or agreements relating to these issues, all of which are merged herein.

F. No forfeiture. Nothing in this Conservation Easement shall result in a forfeiture or revision of Grantor’s title in any respect.

G. Successors. As stated in the above recitals, all covenants, terms, conditions, and restrictions of this Conservation Easement shall run with the land and be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

H. Severability. If any portion of this Conservation Easement is declared unlawful or invalid, the remainder of the Conservation Easement shall remain in full force and effect.

I. Authority of signatories. The individuals executing this Conservation Easement warrant and represent that they are duly authorized to execute and deliver this Conservation Easement.

J. No merger. If Grantee at some future time acquires the underlying fee title in the Protected Property, the interest conveyed by this Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

XVI. Environmental Compliance.

A. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor’s knowledge, Grantor and the Protected Property are in compliance with all federal, state and local laws, regulations and requirements applicable to the Protected Property and its use, including without limitation all federal, state and local environmental laws, regulations and requirements.

B. Grantor further represents and warrants that there has been no release, dumping, burying, abandonment or migration from offsite onto the Property of any substances, materials or wastes that are hazardous, toxic, dangerous or harmful or are designated as, or contain components that are subject to regulation as hazardous, toxic, dangerous or harmful

by any federal, state or local law, regulation, statute or ordinance. There is no pending or threatened litigation affecting the Property or any portion of the Property that will materially impair the Conservation Values. No civil or criminal proceedings have been instigated or are pending against Grantor or its predecessors by government agencies or third parties arising out of alleged violations of environmental laws, and neither Grantor nor its predecessors in interest have received any notice of violation, penalties, claims, demand letters or other notifications relating to a breach of environmental laws.

C. Remediation. If at any time there occurs or has occurred a release in, on or about the Property of any substances now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by the Grantee, in which case Grantee shall be responsible for remediation.

TO HAVE AND TO HOLD unto GRANTEE SNOHOMISH COUNTY, its respective successors and assigns forever.

IN WITNESS WHEREOF the parties have, by their authorized officers, set their own hands as of the day and year first stated above.

GRANTOR:

CITY OF EVERETT

By _____
Its: City Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I, _____ certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument; on oath stated that (he/she) was authorized to execute the instrument; and acknowledged it, as the Mayor of the City of Everett, the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2020.

Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission Expires: _____.

Attest:

City Clerk

APPROVED AS TO FORM

City Attorney Date

ACCEPTED BY GRANTEE:

On _____, the Snohomish County Council adopted Motion _____ authorizing the County Executive to accept the Conservation Easement, pursuant to RCW 64.04.130.

GRANTEE:
SNOHOMISH COUNTY

By: _____
Dave Somers
Snohomish County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I, _____ certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument; on oath stated that (he/she) was authorized to execute the instrument; and acknowledged it, as the _____ of Snohomish County, the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2020.

Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission Expires: _____.

APPROVED AS TO FORM:

Deputy Prosecuting Attorney Date

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO CONSERVATION EASEMENT

Suzanne M. Valdez Property #1

APN/Parcel ID: 00535200002201

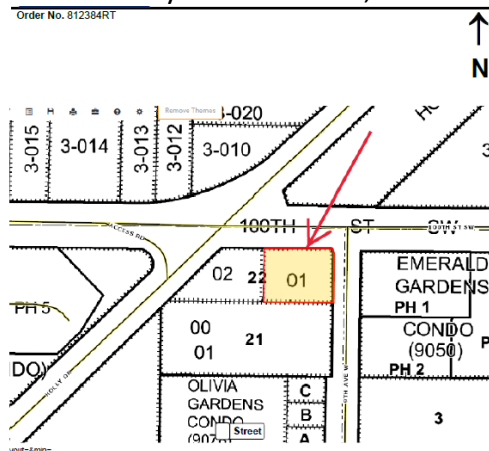
Section 24 Township 28 Range 04 NW

Tract 22, Plat of Olivia Park Division No. 1, according to the to the plat thereof recorded in Volume 11 of Plats, page 13, records of Snohomish County, Washington;

EXCEPT that portion described as follows:

COMMENCING at the Southwest corner of Lot 22, Plat of Olivia Park Division No. 1, according to the plat thereof recorded in Volume 11 of Plats, page 13, records of Snohomish County, Washington; THENCE East along the South line of Lot 22 for 167.85 feet; THENCE North parallel to the East line of Lot 22 to the North line of Lot 22; THENCE West to the Northwest corner of Lot 22; THENCE Southwesterly along the West line of Lot 22 to the true point of beginning; AND EXCEPT the North 20 feet conveyed to Snohomish County for ordered under Recording No. 656208, records of Snohomish County, Washington;

Situate County of Snohomish, State of Washington



Stephen Waisanen Property # 2

APN/Parcel ID: 00535200002100-2101

Section 24 Township 28 Range 04 NW

Tract 21, Plat of Olivia Park Division No. 1, according to the plat thereof recorded in Volume 11 of Plats, page 13, records of Snohomish County, Washington;

Situate County of Snohomish, State of Washington

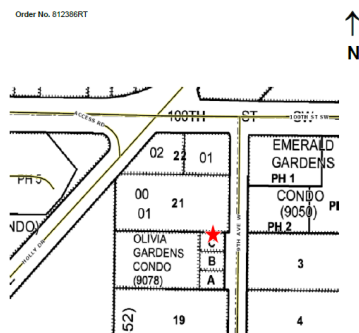


JAL REAL ESTATE LLC, WASHINGTON limited liability company Property #3

A portion of APN/Parcel ID: 00907800000300

A 1/3 shared interest in the common area of the property described as follows: Section 24; Township 28 Rang 04; Unit C, Olivia Gardens Condominium, a condominium, and use of limited common elements, if any, according to the declaration thereof recorded under Snohomish County Recording No. 200004280359, and any amendments thereto and Survey Maps and Plans recorded under Snohomish County Recording No. 200004285001, and any amendments thereto;

Situate County of Snohomish, State of Washington

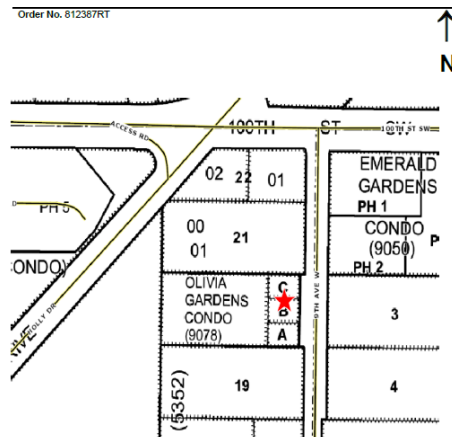


Davis Tran Property #4

A portion of APN/Parcel ID: 00907800000200

A 1/3 shared interest in the common area of the property described as follows: Section 24 Township 28 Range 04 Unit B, Olivia Gardens Condominium, a condominium, and use of limited common elements, if any, according to the declaration thereof recorded under Snohomish County Recording No. 200004280359, and any amendments thereto and Survey Maps and Plans recorded under Snohomish County Recording No. 200004285001, and any amendments thereto;

Situate County of Snohomish, State of Washington



Hung Nhat Nguyen and Lan Chi Thi Nguyen,Property #5

A portion of APN/Parcel ID: 00907800000100

A 1/3 shared interest in the common area of the property described as follows Section 24 Township 28 Range 04 NW; Lot 20 Unit A, Olivia Gardens Condominium, a condominium, and use of limited common elements, if any, according to the declaration thereof recorded under Snohomish County Recording No.200004280359, and any amendments thereto and Survey Maps and Plans recorded under Snohomish County Recording No. 200004285001, and any amendments thereto;

Situate County of Snohomish, State of Washington

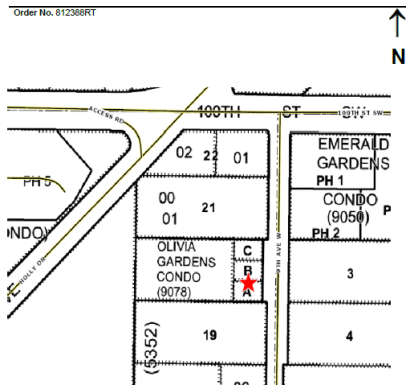


EXHIBIT B

BASELINE SITE ASSESSMENT

CURRENT CONDITIONS

Please describe the current conditions of the site at the time of acquisition. If a descriptor below does not apply, then indicate “Not Applicable”. Please include a description of:

I. PROPERTY DATA

- A. Structures (residential, commercial, agricultural, historic)
- B. Access Roads and/or Road Frontage
- C. Percentage & Type of Impervious Surfaces (note: gravel is considered impervious)
- D. Utilities (power, water, gas, sewer/septic, storm water)
- E. Other Site Improvements
- F. Easements (road, utility, trail, agricultural, other)
- G. Present Use/Proposed Future Use(s)
- H. Mineral Rights and/or Water Rights Held by Property Owner and/or Others

I. Critical Areas

J. Existing Critical Areas Protection Areas and/or Native Growth Protection Areas
(attach a copy of any documentation, e.g. Critical Areas Site Plan)

K. Historic Site Features (Other than Structures)

II. GRAPHIC DOCUMENTATION OF CURRENT SITE CONDITIONS

Please attach documents for items A – D.

A. High resolution aerial photo showing outline of acquisition area.

B. Ground photos of existing site features of significance

C. Site map. Map should note location of features identified above (A - F), including impervious areas.

D. Property boundary survey, if partial acquisition.

Project title: Amendment No. 5 to Transit Advertising Agreement Between the City of Everett and Lamar Transit, LLC

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 04/10/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Transportation Services
Legal

Contact person:

Melinda Adams

Phone number:

425-257-8915

Email:

madams@everettwa.gov

Initialed by:

MAA

Department head

Administration

Council President

Project: Bus Advertising Agreement

Partner/Supplier: Lamar Transit, LLC

Location: Everett Transit

Preceding action: Amendment No 4. – [June 28, 2023](#)

Fund: 425/Transit

Fiscal summary statement:

Like previous amendments, Amendment No. 5 contains a guaranteed amount and a 55% share of net advertising revenue, calculated monthly.

Project summary statement:

Lamar Transit, LLC is Everett Transit's contractor for advertising that is placed on the interior and exterior of Everett's buses. The current agreement with Lamar ends on June 30, 2024. The purpose of Amendment No. 5 is to extend the agreement six months until December 31, 2024. The financial terms for the six-month extension remain substantially the same as previous agreement time periods, with the City receiving a non-refundable payment of \$35,625 on July 30, 2024, plus fifty-five percent (55%) of all net revenue that exceeds \$64,772.50 during the six month extension.

During 2024, City staff intend to issue an RFP for the next long-term bus advertising contract, which would begin in 2025.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 5 to the Transit Advertising Agreement Between the City of Everett and Lamar Transit, LLC.

**AMENDMENT NO. 5
TRANSIT ADVERTISING AGREEMENT
BETWEEN THE CITY OF EVERETT
AND LAMAR TRANSIT, LLC**

This Amendment No. 5 is dated for reference purposes June 30, 2024. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington (“City”) and Lamar Transit, LLC (“Contractor”).

RECITALS

A. The City and Clear Channel, Inc. were parties to the Transit Advertising Agreement dated August 1, 2013. Contractor is successor-in-interest to Clear Channel Inc. pursuant to the assignment dated February 22, 2016, executed by the parties. The Transit Advertising Agreement has been amended by Amendment No. 1 dated April 12, 2018; Amendment No. 2 dated June 30, 2020; Amendment No. 3 dated December 31, 2020, and Amendment No. 4 dated as of June 30, 2023 (as amended, the “Agreement”).

B. The parties have agreed to extend the Agreement so that it expires on December 31, 2024, and to make certain other amendments. The City is preparing to issue later this year a Request for Proposals for a new transit advertising contract, with that new contract planned to go into effect January 1, 2025.

AGREEMENT

The City and Contractor agree as follows:

1. Section 3 of the Agreement is amended to add the following for July 1, 2024, to December 31, 2024:

Payment.

For the time period from **July 1, 2024 to December 31, 2024**, CONTRACTOR hereby agrees to pay to Everett Transit a non-refundable payment of \$35,625, which is due July 30, 2024. In addition to the non-refundable payment, Contractor will pay Everett Transit fifty-five percent (55%) of all net revenue during such time period that exceeds \$64,772.50. For example, if the net revenue during July 1, 2024 to December 31, 2024 is \$100,000, then the City would receive an additional \$19,375, which is equal to $(\$100,000 - \$64,772.73) \times 55\%$. CONTRACTOR will make this additional payment no later than July 30, 2024. CONTRACTOR’S obligation to make such final payment survives expiration of this Agreement.

Net revenue is defined as the gross sales less any recognized advertising agency commission. Within twenty (20) days after the end of each calendar month, CONTRACTOR shall send to Everett Transit a statement of the

gross billings, calculation of net revenue, and collections for such month, including a statement of the size and type of display contracted for by each advertiser and other information as may reasonably be requested by Everett Transit.

2. The Agreement is modified so that it expires on December 31, 2024.
3. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. An electronic signature or electronic mail transmission of a signed version of this Amendment by a party to this Amendment shall be binding upon such party.

**CITY OF EVERETT
WASHINGTON**

LAMAR TRANSIT, LLC

By: _____
Cassie Franklin, Mayor

Signature: _____
Typed/Printed Name: _____
Title: _____

Date

Date

ATTEST:

Office of the City Clerk

Project title: Amendment No.2 to the Professional Services Agreement with Parametrix, Inc. for Phase 3 Advisory Services for the Everett Municipal Building-Public Works Tenant Improvements Project

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 4/10/2024
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Professional Service
Agreement Amendment
No. 2

Department(s) involved:

Parks & Facilities
Administration
Public Works

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

Bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Everett Municipal Building – Public Works Tenant Improvements

Partner/Supplier: Parametrix, Inc.

Location: 2930 Wetmore Ave.

Preceding action: Professional Services Agreement [May 25, 2022](#)

Fund: Water & Sewer Utility Fund 401 & CIP-1

Fiscal summary statement:

The source of funds for the project is the Water & Sewer Utility Fund 401 and CIP-1. The amended contract amount is \$238,343 for a contract total not to exceed \$553,037.

Project summary statement:

The original Professional Services Agreement (PSA) with Parametrix was approved by Council May 25, 2022. The scope of service was to take the Everett Municipal Building-Public Works Tenant Improvements through the State's Capital Projects Advisory Board (CPARB) - Project Review Committee (PRC). Following State approval, Parametrix provided advisory and owner assistance in the selection process of the General Contractor.

Amendment No.1 extended the time of completion of Parametrix, Inc. and amended the contract amount to support the Everett Municipal Building-Public Works Tenant Improvements project team with continued General Contractor/Construction Management (GC/CM) Advisory and Project Management Services during Phase 2, design and permitting.

Amendment No. 2 will extend the scope of services in order to support phase 3, subcontractor bidding, construction, GC/CM advisory services, warranty, and project closeout.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 2 to the Professional Services Agreement with Parametrix, Inc. for Phase 3 Advisory Services for the Everett Municipal Building-Public Works Tenant Improvements Project.



**AMENDMENT NO. 2
PROFESSIONAL SERVICES AGREEMENT**

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

Service Provider	Parametrix, Inc.
City Project Manager	Ruben Sanchez
	rsanchez@everettwa.gov
Original Agreement Date	5/31/2022

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: N/A If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	\$314,694
	Compensation Added (or Subtracted) by this Amendment	\$238,343
	Maximum Compensation Amount After this Amendment	\$553,037

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

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

PARAMETRIX, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Matt Kastberg

Signer's Email Address: MKastberg@parametrix.com

Title of Signer: Community Building Division Manager

Date

ATTEST

Office of the City Clerk

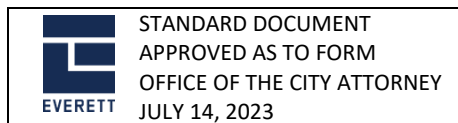


EXHIBIT A
Parametrix, Inc.
Scope of Work - Amendment No. 2

PROJECT PROGRAM

The purpose of this contract is to provide consulting services for General Contractor/Construction Management (GC/CM) Advisory & Consulting Services and Project Management/Construction Management (PM/CM) Services for the Everett Municipal Building – Public Works Tenant Improvements project.

Amendment No. 2 will extend the scope of services for Parametrix, Inc. in order to provide continued support for the Everett Municipal Building – Public Works Tenant Improvements project. The scope of the services will be revised to include General Contract/Construction Management (GC/CM) Advisory and Project Management/Construction Management (PM/CM) Services related to Phase 3 inclusive of: Task 8 – Subcontractor Bidding; Task 9 – Construction, Task 10 – GC/CM Advisory Services, and Task 11 – Warranty and Closeout, for the City of Everett project team, as identified in the Parametrix-City of Everett – Municipal Building Tenant Improvements fee budget.

Phase 3 – Task 8 – Subcontractor Bidding:

Parametrix will facilitate, advise, and support the City in oversight of the Subcontractor Bidding process to ensure the necessary compliance with RCW 39.10 by the GC/CM. Subcontractor packages must be bid out publicly. The GC/CM is responsible for advertising and obtaining subcontractor bids. Parametrix will oversee the process, including:

- Coordinate bid strategy with GC/CM
- Monitor bid advertisement
- Attend pre-bid meetings
- Participate in bid addendum development and distribution
- Oversee receipt of bids
- Bid opening and recording
- Receive and open bid packages the GC/CM bids
- Assist in bid evaluation
- Assist in resolution of bid disputes

Phase 3 – Task 9 – Construction:

Parametrix shall provide the following services:

1. Project/Construction Management: The Project Manager/Construction Manager will assist the Project team to help to expedite and improve the efficiency of the construction process

through professional planning and execution and Project activities to address the project's scope, cost, quality and time requirements. The overall responsibilities include:

- a. Coordination. Endeavor to ensure on-site work activities are coordinated with City occupants.
- b. Safety. Assist the Project team to endeavor to ensure Contractor and all site personnel implement a safety project that correctly interfaces with the City operation and the general public.
- c. Meetings. Assist the Project team in regularly scheduled meetings to address coordination, schedule, cost, and quality of work in progress. Assist the Project team at special meetings with team members, as required, to discuss and resolve Project issues. Ensure that minutes are promptly prepared and distributed.
- d. Time Management. Assist the Project team to monitor the project master and construction schedules and keep the City informed of progress.
- e. Budget and Cost monitoring. Assist the Project team to track and take appropriate action to stay within the budget.
- f. Shop drawings. In collaboration with the Architect, monitor and confirm that appropriate procedures are established, implemented and followed for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.
- g. Payment requests. Review and recommend approval of requests for payment.
- h. Change orders. Review and assist in the approval of change orders.
- i. Potential claims. Implement a claims avoidance program and, when required, perform merit evaluation, entitlement evaluation, and endeavor to settle claim quickly.
- j. Quality management. Assist the Project team in quality assurance function during construction, as requested.
- k. Owner furnished materials and equipment. If requested, help identify long lead items for pre-purchase and coordinate scheduling, on-site delivery and storage, and installation and testing of materials and equipment if required.
- l. Record drawings. Assist project team to endeavor to ensure records are maintained by the Contractor. Assist in a review for completeness of final as-builts.
- m. Record keeping. Assist the Project team to establish a systematic method for paperwork, such as a management information system.
- n. Management reporting. Keep the City and team members informed of construction progress and issues.

2. Cost Management: The Project Manager/Construction Manager will assist the Project team to implement the cost management procedures and help monitor costs through the completion of construction, including:

- a. Assist the Project team to establish a schedule of values with the Contractor for payments.
- b. Review all GC/CM reimbursable costs on a monthly basis including Negotiated Support Services, Allowances, and Force Accounts.

- c. Review estimates for change orders for merit, appropriate justification and reasonableness.
- d. Ensure the records are complete including necessary back-up, lien releases, and approvals.

3. Time Management: The Project Manager/Construction Manager will assist the Project team to endeavor to ensure that the approved contractor construction schedule supports the master schedule and milestone dates. The Project Manager will assist the project team to monitor the Contractor and master schedule as follows:

- a. At least monthly, review and assess the performance of the Contractor and other team members.
- b. Establish a systematic procedure for gathering and analyzing the progress of the Project.
- c. Establish regular schedule of Project meetings and require that each team member bring all the necessary schedule status information.
- d. Keep City informed on status of critical path work. Address areas or activities having problems or requiring management attention.
- e. Track time extension requests, and time extensions granted, pending and denied.
- f. If necessary, work with Contractor to develop a recovery schedule.

4. Quality Management: The Project Manager/Construction Manager will assist the Project team in assuring that construction is completed in accordance with the requirements of the contract documents. That major elements of the construction phase quality management plan are:

- a. Preconstruction conference
- b. Construction planning and scheduling
- c. Inspection and testing
- d. Reports and record keeping
- e. Control of changes in the work
- f. Document control and distribution
- g. Nonconforming or deficient work
- h. Final review, documentation and punch list work completion
- i. Occupancy
- j. Substantial and final completion
- k. Final acceptance

5. Project/Contract Administration: The Project Manager/Construction Manager will assist the project team in assuring that documentary evidence of proper contract implementation is managed, maintained, and focused upon fulfilling the scope, cost quality and time requirements for the Project.

- a. Preconstruction conferences will include administrative and other reporting procedures required.

b. On-site communication procedures: Project Manager/Construction Manager will assist the Project team to prepare and issue communication procedures to endeavor to ensure effective team functioning during construction, including:

- Project directory
- Communications flow chart
- Contractor correspondence files
- Chain of responsibility and authority
- Submittal flow chart and logs
- Field orders
- Coordination meetings
- Quality assurance/quality control
- Substitutes
- Directives and reports
- Cost and schedule performance data.

c. Project site meetings: The Project Manager/Construction Manager will assist the project team to organize, conduct, and record regularly scheduled meetings involving Project Manager/Construction Manager, the Contractor's supervisory personnel, the Architect, and appropriate City personnel. The purpose of the meeting is to:

- Review progress and discuss short-term and long-range plans for Contractor.
- Discuss and resolve scheduling/coordination problems.
- Obtain answers and clarifications to any questions.
- Review and resolve monthly payment requests, specifically noting concurrence with the Architect on the Contractors' invoices. Ensure proper format and documentation is submitted.
- Coordinate long-lead procurement.
- Resolve any other issues brought to the Project team.

d. Contract documentation procedures: The Project Manager/Construction Manager will assist the project team to establish systems for receiving, handling and distributing the following:

- Contract documents
- Contractor request for information
- Change order and construction change directives
- Submittals-receipt and approvals
- Unforeseen conditions
- Claims
- Meeting minutes
- Project reports
- Daily field reports
- Payment requests and payment reports

- Photographs
- Cost summary reports
- Schedule variance reports
- Special record keeping
- As-built drawings.

6. Safety Management: During construction the Contractor is solely responsible for the implementation and enforcement of the safety program at the site. Safety should be discussed weekly with the Contractor as part of the Project meetings to ensure that construction activities planned for the near term will not jeopardize the safety of the occupants or general public.

7. Construction Means and Methods: Neither the professional activities of the Project Manager/Construction Manager, nor the presence of the Project Manager/Construction Manager or its employees at a construction/project site shall impose any duty on the Project Manager/Construction Manager with regard to construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Document or any applicable laws, codes, rules or regulations as such duties are the responsibility of the Contractor.

8. Closeout: Project Manager/Construction Manager will work with the Project Team to ensure timely turnover of Maintenance and Operations Manuals, as-built records, applicable warranty documents, and owner stock items. Closeout functions also include ensuring proper training of City staff, timely completion and closeout of punchlist items, final payment reconciliation, and contract closeout.

Phase 3 – Task 10 - GC/CM Advisory Services:

1. During the course of the project, as the City's GC/CM Advisory consultant, Parametrix will provide consultation, mentorship, advice and recommendations to the City staff and City's Project Manager(s) as it relates to statutory requirements (RCW 39.10) and industry best practices related to GC/CM project delivery. These services will be provided primarily by Jim Dugan of Parametrix.

Phase 3 – Task 11 – Warranty Services:

As needed follow up with Contractor on Warranty items:

- Keep log of on-going warranty issues
- Submit warranty requests to Contractor
- Track response and resolution
- Participate in 1 year walk through with Contractor and City

Assumptions:

1. Project delivery method is GC/CM.
2. Parametrix to have a primary, supporting role in the Project Management and Construction Management of the project and will report to the City of Everett Project Manager(s).
3. The majority of the project meetings during design and construction will be available via virtual format.
4. Mileage, meals and lodging to be reimbursable when required for project work.
5. The original Parametrix fee was based on an assumed duration of 9 ½ months for design and 16 months of bidding/construction/closeout.
6. If scheduled duration increases from duration identified above, Parametrix fee budget will be reviewed and amended accordingly, if required. That schedule has extended but Parametrix will attempt to keep to our original project total unless the City requires additional services beyond originally anticipated.
7. Additional tasks and/or consultants, when required, will be an additional service and can be added by amendment.
8. Additional tasks that require consultants, when required, will be billed at invoice + 15%.
9. Budgeted fee does not include fees for involvement in the formal 3rd party auditing of contractor or subcontractor costs.
10. Fees identified in the fee budget are an estimated budget and unexpended fees may be moved around within the budget to accommodate increased effort or tasks.
11. Hourly rates will increase at 3% each year on January 1st of each year.
12. Efforts will be billed at an hourly, not-to-exceed basis and the total amount invoiced will not exceed the total approved fee budget without prior City of Everett authorization.
13. Any budgeted fee not expended at the completion of the project will remain with the City of Everett.

Compensation

Amendment No.2 - The purpose of Amendment No.2 will extend the scope of services for Parametrix, Inc. in order to provide continued support the Everett Municipal Building – Public Works Tenant Improvements project team with continued General Contractor/Construction Management (GC/CM) Advisory and Project Management Services during Phase 3 Bidding, Construction and Closeout.

Phase 3 - Hourly Rates:

<u>NAME</u>	<u>RESPONSIBILITY</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Jim Dugan	PIC/Lead Consultant/Advisor	\$206.	\$212	\$218
Nicole Brown	Project Manager	\$180	\$185	\$190
Dan Cody	GCCM Procurement/Advisor	\$191	\$197	\$203
Matt Godlove/ Tom Rooks	Construction Observation/Inspection	\$155	\$160	\$165
Maggie Anderson	Document Controls/Admin	\$113	\$116	\$119
Darlene Richter	Project Biller	\$ 98	\$101	\$104

SERVICE PROVIDER REIMBURSABLE EXPENSES ALLOWANCE

The Service Provider may receive payment as reimbursement for “eligible expenses” actually incurred in the performance of work under this Agreement. “Eligible expenses” means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred.

SERVICE PROVIDER REIMBURSABLE EXPENSES ALLOWANCE - Ph 3 **\$ 9,961**

SERVICE PROVIDER FEE CONTINGENCY (IF REQUIRED)

Additional services/tasks that may be required based upon any issues that surface during the GC/CM process as approved only in writing and signed by an authorized City representative.

SERVICE PROVIDER FEE CONTINGENCY - Ph 3 **\$ 5,321**

Project title: Donation from Petco Love in the amount of \$50,000 into the Fund for the Animals

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 4/10/2024
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:

Department(s) involved:
Parks & Facilities
Animal Services

Contact person:
Bob Leonard

Phone number:
425-257-8335

Email:
bleonard@everettwa.gov

Initialed by:
RML
Department head

Administration

Council President

Project: Petco Love donation to the Everett Animal Shelter

Partner/Supplier: N/A

Location: N/A

Preceding action: N/A

Fund: 151 "Fund for the Animals"

Fiscal summary statement:

Donation into the Fund for the Animals, Fund 151 of \$50,000.

Project summary statement:

The Everett Animal Shelter received a \$50,000 donation from national nonprofit Petco Love, in support of their lifesaving work for animals in Snohomish County.

Petco Love is a national nonprofit leading change for pets by harnessing the power of love to make communities and pet families closer, stronger, and healthier. Since its founding in 1999, Petco Love has invested \$350 million in adoption and other lifesaving efforts. Petco Love also helps find loving homes for pets in partnership with Petco and more than 4,000 organizations — like the Everett Animal Shelter — across North America, with 6.7 million pets adopted and counting.

The Fund for the Animals (Fund 151) is a cumulative reserve fund that benefits the animals. This generous donation to the Fund for the Animals will help pay for veterinary care and other services to directly help animals at the Everett Animal Shelter.

All gifts to the city in excess of \$10,000 must be approved by city council. Pursuant to EMC 2.105.020(B), the Mayor is authorized to conditionally accept this gift, and council shall, by motion, approve or reject the mayor's acceptance.

Recommendation (exact action requested of Council):

Approve the Mayor's acceptance of a donation from Petco Love in the amount of \$50,000 into the Fund for the Animals.

Project title: Adopt a Resolution Declaring a 2009 Kubota RTV900T ATV Surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

April 10, 2024

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ X No

Budget amendment:

Yes ☒ X No

PowerPoint presentation:

Yes ☒ X No

Attachments:

Resolution

Department(s) involved:

Procurement & Motor
Vehicles

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Resolution declaring a 2009 Kubota RTV900T ATV (S0113) Surplus and Authorizing Sale at Public Auction

Partner/Supplier: *(Partner, etc.)*

Location: *If relevant*

Preceding action: *Previous council /committee*

Fund: 401 Utilities

Fiscal summary statement

Funds received from this surplus sale will be returned to Fund 401 Utilities.

Project summary statement:

The Public Works Department, Water Filtration Plant owns a 2009 Kubota RTV900T (S0113). S0113 has 1483 hours on it and is scheduled to be replaced based on age, cost to maintain, and maintenance cost scoring.

S0113 has an estimated surplus value of \$8,000 and has been replaced by a 2024 Polaris Ranger Pro XD (S0172).

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2009 Kubota RTV900T ATV (S0113) surplus and authorizing sale at public auction.



RESOLUTION NO. _____

A RESOLUTION declaring a 2009 Kubota RTV900T ATV (S0113) surplus and authorizing sale at public auction.

WHEREAS,

1. The City has a 2009 Kubota RTV900T ATV (S0113); and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests; and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

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

1. The City has a 2009 Kubota RTV900T ATV (S0113);
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President

Project title: An Ordinance closing a special improvement project entitled "Everett Mall Way – 4th Ave to East Mall Drive Intersection Safety" Fund 303, Program 106, as established by Ordinance No. 3835-21.

Council Bill #

CB 2403-89

Agenda dates requested:

Briefing
1st Reading 03/27/24
2nd Reading 04/03/24
Consent
Action 04/10/24
Ordinance X
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Closing Ordinance**Project:** Everett Mall Way – 4th Ave to East Mall Drive Intersection Safety**Partner/Supplier:** Washington State Department of Transportation**Location:** Everett Mall Way**Preceding action:** Rejection of Bid [5/2/2018](#)**Fund:** 303 – Public Works Improvements**Fiscal summary statement:**

This project incurred costs of \$130,014 and a balance transfer to Fund 119 – Street Improvements Fund in the amount of \$453,220 for total costs of \$583,234.

Project summary statement:

The Public Works department applied for a 2014 federal grant to design and construct traffic improvements on Everett Mall Way from 4th Ave to East Mall Drive. New electrical and fiber optic conduits were installed, along with upgrades to associated ADA ramps.

Bids opened in Spring of 2018, with low interest from the contracting community. The City received one bid, which was 45% (\$780,000) above Engineer's Estimate. A competitive bid result was not achieved, and the Washington State Department of Transportation (WSDOT) concurred with the City's recommendation to reject the sole bid. Subsequent to council's rejection of the sole bid, the department conducted an in-depth Value Engineering (VE) analysis, and an exhaustive review of the project scope. In consultation with WSDOT, it was concluded that the project scope could not be narrowed sufficiently to meet the available funding and the intent of the grant award, while maintaining constructability. The City plans to rescope and pursue external funding in the near future.

Recommendation (exact action requested of Council):

An Ordinance closing a Special Improvement Project entitled "Everett Mall Way – 4th Ave to East Mall Drive Intersection Safety" Fund 303, Program 106, as established by Ordinance No. 3835-21.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Everett Mall Way - 4th Ave to East Mall Drive Intersection Safety” Fund 303, Program 106, as established by Ordinance No. 3835-21.

WHEREAS,

- A.** The special improvement project entitled “Everett Mall Way - 4th Ave to East Mall Drive Intersection Safety” Fund 303, Program 106, was established to provide for identified improvements.
- B.** The purpose of the project has been abandoned and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Everett Mall Way - 4th Ave to East Mall Drive Intersection Safety” Fund 303, Program 106, as established by Ordinance No. 3835-21 be closed.

Section 2. That the final expenses and revenues for the “Everett Mall Way - 4th Ave to East Mall Drive Intersection Safety” Fund 303, Program 106 are as follows.

A. Expense		
Design		\$ 130,014
Remaining Balance Transfer to Fund 119		<u>453,220</u>
Total Expenses		\$ 583,234
B. Source of Funds		
Federal Highway Safety Improvement Program (HSIP) Grant		\$ 47,825
Fund 119 – Street Improvements		<u>535,409</u>
Total Funds		<u>\$ 583,234</u>

Section 3. There are no financial transactions remaining.

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: Amendment to Ordinance 3650-17 regarding Quick Service/Barista Stands

Council Bill # *interoffice use*

CB 2403-90

Agenda dates requested:

Briefing, 1st Reading 4/3/24
2nd Reading 4/10/24
Consent
Action 4/17/24
Ordinance X
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Draft Ordinance
Background materials

Department(s) involved:

Legal, Police

Contact person:

Ramsey Ramerman

Phone number:

425-257-7009

Email:

RRamerman@everettwa.gov

Initialed by:

DH

Department head

Administration

Council President

Project: Amendment to Quick Service/ Barista Stand Ordinance 3560-17 (EMC 5.132.020; .040)

Partner/Supplier: NA

Location: NA

Preceding action: Amending Ordinance 3560-17

Fund: NA

Fiscal summary statement:

NA

Project summary statement:

Staff recommends an amendment to Ordinance 3650-17, relating to Quick Service/Barista Stands, found in [EMC 5.132.020; .040](#). This amendment would change the dress requirement to match existing lewd conduct ordinance that was upheld in a lawsuit. It also would require stands to comply with conditional license to post information about new dress standards. This amendment complies with City's settlement of a lawsuit. The background materials can be found [here](#).

Recommendation (exact action requested of Council):

Adopt the amendment to Ordinance 3650-17 (Quick Service/Barista Stand ordinance) (EMC 5.132.020; .040)



ORDINANCE NO. _____

An ORDINANCE Relating to the Regulation of Quick Service Facilities and Barista Stands, AMENDING EMC 5.132.020; .040 (Ordinance 3650-17)

WHEREAS,

- A.** The City has seen a proliferation of crimes of a sexual nature occurring at bikini barista stands throughout the City, on its borders, and in Snohomish County. The City has reviewed this matter and found evidence relating to the adverse impacts of the conduct of bikini barista stands. This evidence relates to barista stands with employees dressing in a manner that is closely and customarily associated with adult entertainment or adult situations. Further this evidence indicates that businesses providing casual food services including such things as fast food restaurants, delis, food trucks and coffee stands ("Quick Service Facilities") might easily transition to the bikini barista stand model;
- B.** The City has considered such evidence as compiled in the legislative record for this ordinance also including court cases, police records, memoranda and other information related to conduct of bikini barista stands;
- C.** The City finds that it has primarily used its lewd conduct and adult entertainment regulations and ordinances to regulate inappropriate conduct at these stands. This approach, however, has resulted in a labor intensive enforcement effort by the City, while seemingly providing little or no deterrent to the bikini baristas' continued flashing and committing acts of prostitution. Further the City has found that the stand owner/operator are in the best position to ensure that employees comply with existing lewd conduct laws;
- D.** The City finds that it is not the intent of the City to suppress any protected rights of expression under the United States or Washington Constitutions, but to propose and enact content neutral legislation which addresses narrowly the negative adverse impacts associated with bikini barista stands while allowing these types of businesses adequate alternative channels for communication of protected expression;
- E.** The City finds that a licensing mechanism is needed to place more accountability and responsibility on the owners of businesses where the illegal conduct has occurred. Exclusive reliance on existing criminal provisions allow owners to avoid liability by pleading ignorance and game the system by creating a paper trail purporting to prohibit conduct while in fact encouraging that conduct by looking the other way and setting revenue expectations that implicitly encourage such conduct;

- F. The City finds that this Ordinance bears a substantial relation to public health, safety or welfare and promotes the best long term interests of the Everett community; and
Whereas, the City Council does conclude:
1. The evidence provided is clearly reliable and demonstrates that bikini barista stands generate significant adverse secondary effects;
 2. This evidence supports the conclusion that the bikini barista stand model is easily transitioned to other Quick Service Facilities type of business and, as such, it is appropriate and necessary to regulate these all the same;
 3. The evidence supports the conclusion that the City has tried to regulate these businesses in a less restrictive manner which has proven unsuccessful and that imposing minimal dress requirements along with a licensing scheme placing responsibility for compliance primarily on the owner is reasonable and will both diminish the adverse secondary effects and improve the quality of living within the City; and
 4. This ordinance is intended to protect Constitutional rights while addressing the adverse impacts these bikini barista stands have on the City;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. EMC 5.32.020 is amended as follows:

Definitions

A. "Dress Requirement" is clothing that covers "minimum body areas." Such clothing shall not be see-through and must fit adequately so that ~~undergarments~~ and all minimum body areas remain covered at all times including when the wearer is sitting, standing, bending, reaching or performing other work duties. The City Clerk is authorized to issue regulations to ensure full compliance and provide diagrams to illustrate the Dress Requirement.

B. "Minimum body areas" means one's genitals, anus, or any portion of the areola or nipple of the female breast, and at least one-half of the part of the female breast located below the top of the areola, provided that the covered area shall be covered by opaque material and coverage shall be contiguous to the areola (body paint is not "opaque material"); and the bottom half of the anal cleft. ;~~the upper and lower body (breast/pectorals, stomach, back below the shoulder blades, buttocks, top three inches of legs below the buttocks, pubic area and genitals).~~

C. "Quick-Service Facilities" ("Facility") include coffee stands, fast food restaurants, delis, food trucks, and coffee shops, as well as businesses that provide drive-thru forms of food and/or beverage service, or are focused on quick service providing minimal or no table service. If an owner owns or operates more than one Quick Service Facility within the City, each Facility shall be treated as a separate business for the purpose of this Ordinance.

D. "Employee" means anyone working at a Quick Service Facility including the owner or any person who agrees or contracts with the owner of a Quick Service Facility to operate the business or work at the business, whether working as an employee or manager or other type of agent including subcontractors and independent contractors.

E. "Owner" means the person that owns the Quick Service Facility from which the business



activity is conducted.

F. "Person" means any individual, receiver, administrator, executor, assignee, trustee in bankruptcy, trust, estate, firm, co-partnership, joint venture, club, company, joint stock company, business trust, corporation, limited liability company, association, society, or any group acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise.

Section 2. Chapter 5.132.040 EMC is amended as follows:

A. Unlawful Acts.

1. It shall be unlawful for the owner of a Quick Service Facility to serve customers (to operate a Facility) when the owner or any Employee is not in full compliance with the dress requirement. A violation of this requirement is a civil infraction.

2. It shall be unlawful for a person required to obtain a Quick Service Probationary License under this Ordinance to knowingly operate a Quick Service Facility without having a valid Quick Service Probationary License. A violation of this requirement shall be a gross misdemeanor.

B. Civil Infraction Violations including the Quick Service Probationary License Requirement.

Civil infractions for violating the Dress Requirement shall be issued against the owner of the Facility by Everett Police and/or Everett Code Enforcement.

1. **First violation.** The first infraction issued to a Quick Service Facility shall be a \$250 fine assessed against the owner. In addition, the owner shall be required to obtain and maintain a Quick Service Probationary License issued in accordance with Section 4(C) (I) of this Ordinance for five consecutive years following a violation in order to operate a Quick Service Facility at the location where the violation occurred.

2. **Subsequent Violations.** If an owner of a Quick Service Facility is operating with a Quick Service Probationary License and the owner or an employee violates the dress requirement, the infraction issued to an owner shall be a \$500 fine assessed against the owner. In addition, the owner shall be required to continue to have a Quick Service Probationary License for five years following the subsequent violation to operate any Quick Service Facility at the location where the subsequent violation occurred. If the owner receives two or more infractions while required to have a Quick Service Probationary License, those citations shall serve as grounds for revoking the Quick Service Probationary License pursuant to Section 4(C).

3. **Notice of infraction and of the Quick Service Probationary License requirement.** An owner of a Quick Service Facility shall be deemed to have notice of the infraction and of the Quick Service Probationary License requirement if the citation and notice is either mailed to the owner via first class mail to the address provided in the owner's application for a City business license for the Quick Service Facility (provided if there is no application, then notice may be mailed to an address determined by the City to be the owner's) or by having it hand-delivered to the Quick Service Facility's location and provided to the owner, or any employee who is 18 years or older. The notice shall identify the address of the Quick Service Facility, the violation of the

Dress Requirement and the date and time the violation occurred.

4. **Appeal of infraction.** Any challenge of an infraction shall be in accordance with the rules in Washington State Infraction Rules for Courts of Limited Jurisdiction. Pursuant to Infraction Rule 2.4 any such appeal must be filed within 15 days of the service of the notice of infraction.

C. Probationary License Application, Denial, and Revocation.

1. **Application for a Probation License Requirement.** An owner of a Quick Service Facility required to obtain a Quick Service Probationary License shall apply for the license using the procedures in EMC 5.04.050, subject to the following additional requirements: (a) the applicant must affirm that the owner has adopted a mandatory dress code that complies with the dress requirement in Section 3 of this Ordinance and has posted that dress code in a conspicuous location on or within the Quick Service Facility where it can be easily viewed by the employees of the Quick Service Facility;

2. **Denial.** In addition to those bases for denial of a license in chapter 5.04 EMC, a Quick Service Probationary License may/will be denied if (a) the owner has previously had a Quick Service Probationary License revoked in the prior 5 years; or (b) has been convicted of operating a Quick Service Facility without having obtained a valid Quick Service Probationary License.

3. **Revocation of Quick Service Probationary License for multiple violations.** If an owner of a Quick Service Facility that has been required to obtain a Quick Service Probationary License receives two or more infractions for violating the Dress Requirement during the period the Owner is required to have a Quick Service Probationary License, those infractions shall be grounds for revoking the Quick Service Probationary License. This ground for revocation is in addition to those provided for in EMC 5.04.080. Any appeal from revocation shall be governed by Chapter 5.04 EMC, as supplemented by the requirements of Section 5 of this Ordinance.

4. **Notice to Employees.** An owner of a Quick Service Facility required to obtain a probationary license shall post a notice to employees about the minimum dress requirement in the location where other notices to employees regarding their rights are posted. The City Clerk, in conjunction with the City Attorney shall prepare the required notice.

D. **Infraction does not limit authority to issue criminal citation.** Nothing in this Ordinance shall preclude the City from filing criminal charges for any conduct which violates the laws of the City or the State, including but not limited laws prohibiting lewd conduct.

Section 3. The following is provided for reference and may not be complete:

EMC Amended/Repealed by this Ordinance	Ordinance History of EMC Amended/Repealed by this Ordinance
EMC 5.132.020	(Ord. 3650-17 § 2.)
EMC 5.132.040	(Ord. 3650-17 § 4)

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 "20th St CIPP Sewer Lining" Fund 336, Program 038 repealing Ordinance No. 3950-23.

Council Bill #

CB 2403-91

Agenda dates requested:

Briefing

1st Reading 04/10/242nd Reading 04/17/243rd Reading, Action 04/24/24

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Souheil Nasr

Phone number:

(425) 257-7210

Email:

snasr@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance**Project:** 20th St CIPP Sewer Lining**Partner/Supplier:****Location:** Multiple Locations**Preceding action:** Ordinance No. 3950-23, approved [5/3/23](#)**Fund:** 336-Water & Sewer System Improvements Fund**Fiscal summary statement:**

The funding source for this project will be Fund 401 Water and Sewer Utility Fund. The programmed available funding for this project is \$2,895,000.

Project summary statement:

This project encompasses the rehabilitation of aging sewer mains, and sewer manholes, along 20th Street and in multiple locations in the area of East Marine View Drive. Approximately 3,300 feet of pipe and 26 manholes will be rehabilitated using trenchless construction methods.

This ordinance will provide additional funding for the design and construction phase of the improvement project.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "20th St CIPP Sewer Lining" Fund 336, Program 038 repealing Ordinance No. 3950-23.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “20th St CIPP Sewer Lining” Fund 336, Program 038, to accumulate all costs for the improvement and repealing Ordinance No. 3950-23.

WHEREAS,

- A.** The City of Everett is committed to a planned sewer system infrastructure maintenance improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to construct new facilities to increase capacity and reduce maintenance demands.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 038, entitled “20th St CIPP Sewer Lining” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project. Ordinance No. 3950-23 is hereby repealed.

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

Section 3. The sum of \$2,895,000 is hereby appropriated to Fund 336, Program 038, “20th St CIPP Sewer Lining” as follows:

A. Estimated Project Costs	\$2,895,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$2,895,000

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance creating a special improvement project entitled “WFP Phase 2 Capital Upgrades” Fund 336, Program 021 and repealing Ordinance No. 3943-23.

Council Bill #

CB 2403-92

Agenda dates requested:1st Reading 04/10/242nd Reading 04/17/24

Consent

3rd Reading, Action 04/24/24

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Souheil Nasr

Phone number:

425-257-7210

Email:

snasr@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance**Project:** WFP Phase 2 Capital Upgrades**Partner/Supplier:** IMCO Construction**Location:** Water Filter Plant**Preceding action:** Ordinance No. 3943-23 approved [3-29-23](#)**Fund:** 336 – Water & Sewer System Improvements Fund**Fiscal summary statement:**

The funding source for this project will be Fund 401 Water and Sewer Utility Fund. The programmed available funding for the design, procurement of materials, and final construction for this project is \$38,000,000.

Project summary statement:

WFP Phase 2 Capital Upgrades consists of a suite of critical projects at the Water Filter Plant that are to be designed and constructed concurrently. The project is using the alternative project delivery method of progressive design-build which is desirable due to the criticality of the infrastructure being upgraded, the complexity and proximity of the individual projects, and the importance of maintaining uninterrupted water filter plant operations throughout project construction efforts.

The progressive design-build process is authorized as an alternative project delivery method under RCW 39.10. The process has two phases: Phase 1 (design) and Phase 2 (construction). Phase 1 was awarded by City Council to IMCO General Construction on [5/4/22](#). Now, at the conclusion of Phase 1, City staff and the design-build firm will negotiate a guaranteed maximum construction price (GMP) prior to undertaking construction activities.

This ordinance, therefore, continues design and materials procurement (Phase 1) of the improvement project authorized by Ordinance No. [3943-23](#) and programs additional funding for the final construction phase (Phase 2).

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “WFP Phase 2 Capital Upgrades” Fund 336, Program 021 and repealing Ordinance No. 3943-23.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “WFP Phase 2 Capital Upgrades” Fund 336, Program 021, to accumulate all costs for the improvement and repealing Ordinance No. 3943-23.

WHEREAS,

- A.** The City of Everett is committed to a planned water system maintenance improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to design and construct certain structural improvements to the Water Filter Plant.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 021, entitled “WFP Phase 2 Capital Upgrades” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project. Ordinance No. 3943-23 is hereby repealed.

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

Section 3. The sum of \$38,000,000 is hereby appropriated to Fund 336, Program 021, “WFP Phase 2 Capital Upgrades” as follows:

A. Estimated Project Design & Construction Costs	\$ 38,000,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$ 38,000,000

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Ashleigh Scott, Deputy City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title:

An Ordinance Creating a Special Improvements Project Entitled, "Senator Henry M. Jackson Park Lighting Improvement Project", Fund 354, Program 099, to Accumulate All Costs for the Project in the Amount of \$150,000

Council Bill #

CB 2404-93

Agenda dates requested:

Briefing

Proposed action 4/10/2024

Proposed action 4/17/2024

Consent

Action 4/24/2024

Ordinance ☒

Public hearing

☐ Yes ☒ No

Budget amendment:

☐ Yes ☒ No

PowerPoint presentation:

☐ Yes ☒ No

Attachments:

Funding Ordinance

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: Senator Henry M. Jackson Park Lighting Improvement Project

Partner/Supplier: TBD

Location: 3302 18th St., Everett, WA 98201

Preceding action: None

Fund: Fund 354, Program 099

Fiscal summary statement:

The source of funds for the Senator Henry M. Jackson Park Lighting Improvement Project is CIP-3.

The project cost estimate is \$150,000. These costs include all construction activities, contingency, tax, and all other costs associated with the project.

Project summary statement:

The City of Everett Parks, Recreation and Open Space (PROS) Plan adopted by Council in 2022 identifies the need to improve existing park sites. Lighting additions and/or updates, along with needed repairs, will include both the upper and lower parking lots, park amenities, and pathways.

The anticipated start of construction is Summer/Fall 2024.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled, "Senator Henry M. Jackson Park Lighting Improvement Project", Fund 354, Program 099 to accumulate all costs for the project in the amount of \$150,000.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled, “Senator Henry M. Jackson Park Lighting Improvement Project”, Fund 354, Program 099 to accumulate all costs for the project.

WHEREAS,

- A.** The City Council is committed to a planned parks capital improvement program as part of the City of Everett Parks & Recreation Comprehensive Plan.
- B.** The City Council recognizes the need to improve and repair the lighting within Senator Henry M. Jackson Park, to include both the upper and lower parking lots, park amenities, and pathways.
- C.** The City Council recognizes the need to maintain park infrastructure.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled, “Senator Henry M. Jackson Park Lighting Improvement Project”, Fund 354, Program 099.

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 \$150,000.

Section 4. The sum of \$150,000 is hereby appropriated to “Senator Henry M. Jackson Park Lighting Improvement Project”, Fund 354, Program 099.

A. Use of Funds

Park Improvements and Associated Costs	<u>\$150,000</u>
Total	\$150,000

B. Source of Funds

CIP 3	<u>\$150,000</u>
Total	\$150,000

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

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

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

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

Section 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the 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 “Thornton A. Sullivan Park Floating Dock Repairs”, Fund 354, Program 100, to Accumulate All Design, Engineering, and Permitting Costs for the Project in the Amount of \$40,000

Council Bill #

CB 2404-94

Agenda dates requested:

Briefing

Proposed Action 04/10/2024

Proposed Action 04/17/2024

Consent

Action 04/24/2024

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: Thornton A. Sullivan Park Floating Dock Repairs

Partner/Supplier: Reid Middleton Engineers

Location: 11405 W Silver Lake Rd, Everett

Preceding action: None

Fund: Fund 354, Program 100 (CIP-3)

Fiscal summary statement:

The proposed Ordinance will provide funding for the design, engineering specifications and permitting requirements for repairs to three floating docks at Thornton A. Sullivan Park.

The source of funds for this project is Fund 354, Program 100 (CIP 3). All related design, engineering specifications, and permitting requirements are estimated at \$40,000.

Project summary statement:

Thornton A. Sullivan Park at Silver Lake is the City of Everett’s most beloved park and has been a hub of water-based activities for generations of park users. The shoreline and beach serve as major year-round attractions. Three floating docks are an integral feature of beach activity, serving organized programming and the general public. At well-over thirty years old the floating docks are long-overdue for deferred maintenance. Parks and Facilities will undertake the first major renovation of the docks as an interim solution to a longer-term vision for a new state-of-the-art pier/dock system that meets current ecological and design standards.

Based on a preliminary assessment and recommendation engineers report conducted December 2023, needed repairs include: resurfacing to remedy significant spalling and delamination of the concrete surfaces that pose trip hazards and render the docks non-ADA compliant; replacement of rotting bull rails, perimeter walers and edge/rub boards; replacement of missing through-rods connecting and stabilizing float sections; pin pile replacement; mooring system upgrades; shore re-grading where the docks and access gangways meet the beach to minimize grounding and excessive lateral pitch of the docks.

Staff will return to Council for approval to amend the funding Ordinance once competitive bids are received.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Thornton A. Sullivan Park Floating Dock Repairs”, Fund 354, Program 100, to accumulate all design, engineering, and permitting costs for the project in the amount of \$40,000.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled, “Thornton A. Sullivan Park Floating Dock Repairs,” Fund 354, Program 100, to accumulate all design, engineering, 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 the floating docks at T.A. Sullivan Park are in need of repairs and maintenance.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled “Thornton A. Sullivan Park Floating Dock Repairs,” Fund 354, Program 100.

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 \$40,000.

Section 4. The sum of \$30,000 is hereby appropriated to Fund 354, Program 100, “Thornton A. Sullivan Park Floating Dock Repairs,” project.

A. Use of Funds

Design and Permitting	<u>\$40,000</u>
Total	\$40,000

B. Source of Funds

CIP 3	<u>\$40,000</u>
Total	\$40,000

- 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 Improvements Project Entitled “Thornton A. Sullivan Park Disc Golf Course Improvement Project”, Fund 354, Program 096 to Accumulate All Costs for the Project in the Amount of \$150,000

Council Bill

CB 2404-95

Agenda dates requested:

Briefing

Proposed action 4/10/2024

Proposed action 4/17/2024

Consent

Action 4/24/2024

Ordinance ☒

Public hearing

Yes ☐ X No ☐

Budget amendment:

Yes ☐ X No ☐

PowerPoint presentation:

Yes ☐ X No ☐

Attachments:

Funding Ordinance

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: Thornton A. Sullivan Park Disc Golf Course Improvement Project

Partner/Supplier: N/A

Location: 11405 W Silver Lake Rd, Everett, WA 98208

Preceding action: None

Fund: Fund 354, Program 096 (CIP-3)

Fiscal summary statement:

The proposed Ordinance will provide funding for the design, permitting and construction costs for the Thornton A. Sullivan Parks Disc Golf Course improvements.

The source of funds for the project is Fund 354, Program 096 (CIP-3)

All related construction, permitting, contingency and taxes are estimated at \$150,000.

Project summary statement:

The City of Everett [Parks, Recreation and Open Space \(PROS\) Plan](#), adopted in 2022, identifies the development of trails and outdoor recreation activities as two of the top opportunities that will benefit park users.

Located in Thornton A. Sullivan Park, the current Disc Golf Course was designed and installed in 2010, much of it through volunteer engagement. Since then, the popularity of disc golf has risen exponentially nationally and locally—according to user group data, the T.A. Sullivan course experienced a nearly 400 percent increase in use during COVID. The sport is popular with people of all ages and abilities and attracts users regionally and locally. The course is cared for in part by active local disc golf clubs. This project is two-pronged:

- 1) Improvement to the existing nine-hole course. Improvements to course play include replacing tee-boxes and baskets, improved wayfinding, awareness (particularly for other park and trail users through the park) and rules signage. These improvements will promote a better experience for all park users and enhance the disc golf course experience, and safety, for players.
- 2) The first expansion of the course since its inception. Parks will introduce new disc golf within the underutilized seven-acre portion of T.A. Sullivan park to the west of Silver Lake Drive. Activating this area of the park and expanding disc golf opportunities have been long-held Park’s Department and community goals.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Thornton A. Sullivan Park Disc Golf Course Improvements Project”, Fund 354, Program 096 to accumulate all costs for the project in the amount of \$150,000.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled Thornton A. Sullivan Park Disc Golf Improvement Project, Fund 354, Program 096 to accumulate all costs for the project.

WHEREAS,

- A.** The City Council is committed to a planned parks capital improvement program as part of the City of Everett Parks & Recreation Comprehensive Plan.
- B.** The City Council recognizes the need to improve the amenities of the Thornton A. Sullivan Park Disc Golf Course, the City's only disc golf course.
- C.** The City Council recognizes the Parks and Recreation Open Space (PROS) Plan adopted in 2022 identifies the development of trails and outdoor recreation activities as two of the top opportunities that will benefit park users.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled Thornton A. Sullivan Park Disc Golf Course Improvements Project, Fund 354, Program 096

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 \$150,000.

Section 4. The sum of \$150,000 is hereby appropriated to Fund 354, Program 096 Thornton A. Sullivan Park Disc Golf Course Improvements Project.

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

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

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

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

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

Section 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the 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 Granting Permission to the United States Postal Service to Construct, Maintain, and Operate an Overhead Skybridge Across 80th Street SW, Located Approximately 585-Foot West of Hardeson Road

Council Bill # *interoffice use*

CB 2404-96

Agenda dates requested:

Proposed action 4/10/2024

Proposed action 4/17/2024

Consent

Action 4/24/2024

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Ordinance

Department(s) involved:

Public Works,
Facilities/Property
Management, Planning, Legal

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Ordinance for Skybridge Across 80th Street SW

Partner/Supplier: United States Postal Service

Location: Over 80th Street SW Approximately 585 Feet West of Hardeson Road

Preceding action: SEPA # 117-98 and Permit B62251 for Original Overpass in 1999

Fund: 145

Fiscal summary statement:

Neutral. Grantee will pay a one-time fee of \$5,000 covering city administrative costs.

Project summary statement:

The United States Postal Service (USPS) owns and operates a pedestrian skybridge, providing USPS employees with a safe passage over 80th Street SW. This skybridge connects the general mail facility on the south side of 80th Street to the employee parking and mail truck facilities on the north side. Originally built in 1999, the skybridge is now at the end of its useful life and requires replacement. Accordingly, the USPS has submitted applications for permits to construct a new skybridge at the same location, replacing the old structure.

Recommendation (exact action requested of Council):

Adopt an Ordinance granting permission to the United States Postal Service to construct, maintain, and operate an overhead skybridge across 80th Street SW, located approximately 585-feet west of Hardeson Road.



ORDINANCE NO. _____

An Ordinance granting permission to construct, maintain and operate an overhead skybridge across 80th Street SW, between Snohomish County Parcel Numbers 28041200303600 on the south and 00412300000800 on the north, located approximately five hundred eighty-five (585) feet west of Hardeson Road; and specifying the conditions under which this permission is granted

WHEREAS,

- A.** In 1999 the City of Everett (the “**Grantor**” or the “**City**”) permitted a skybridge to be constructed across 80th Street SW approximately five hundred eighty-five (585) feet west of Hardeson Road.
- B.** The existing skybridge is in need of replacement.
- C.** The United States Postal Service (“**Grantee**” or “**USPS**”) desires to replace the skybridge and construct, maintain and operate a new skybridge.
- D.** The City agrees to grant the right to construct, operate and maintain the new skybridge, all as under set forth in this Ordinance.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Permissions – Administration

A. Skybridge. Subject to the terms and conditions of this Ordinance, the City hereby grants permission to Grantee(s) to construct, maintain and operate a skybridge over and across 80th Street SW, between Snohomish County Parcel Numbers 28041200303600 on the south and 00412300000800 on the north, located approximately five hundred eighty-five (585) feet west of Hardeson Road (the “**Skybridge**”), for the purpose of facilitating pedestrian travel in conjunction with Grantee’s mail facility operations (such operations, the “**Approved Purpose**”).

B. USPS Warranty of Property Rights. As a material term and condition of this Ordinance, Grantee represents and warrants that, except for rights that may be necessary to be granted from the City, Grantee has obtained (or will obtain before Skybridge construction) and will continuously maintain for the duration of the Term any and all rights necessary for Grantee to construct, operate, and maintain the Skybridge and fulfill Grantee’s obligations hereunder. This includes without limitation obtaining and maintaining rights as necessary from persons who may own property on which Skybridge landing pads or other improvements are located, including rights as necessary for Grantee to construct, operate, and maintain the Skybridge and for the City to enter such property in accordance with this Ordinance.

C. Administration. The Director of Public Works or designee (the “**Director**”) shall administer the provisions of this Ordinance.

Section 2. Compensation to City. As compensation to the City for the permissions granted under this Ordinance, Grantee shall pay to the City a one-time payment in the amount of five thousand dollars (\$5,000) (the “**One-Time Fee**”). The One-Time Fee covers the City’s administrative costs, including without limitation publication costs. Grantee shall pay the One-Time Fee with Grantee’s acceptance of this Ordinance.

Section 3. Term. The permissions granted to Grantee are effective as of the effective date of this Ordinance and expire twenty-five (25) years thereafter, unless terminated earlier pursuant to the provisions of this Ordinance (the “**Term**”).

Section 4. Use of Right-of-Way. All use of the Skybridge and all permissions granted under this Ordinance are non-exclusive and at all times subject to the right of the City to use right-of ways (including without limitation 80th Street SW) for public travel, utilities, and other public purposes. All use of the Skybridge and all permissions granted under this Ordinance shall be in a manner that minimizes interference with the use by the City and the public of City rights-of-way. Grantee shall at its sole expense conform to all applicable laws, regulations, permits or requirements of any public authority affecting the use of the Skybridge. Upon request, Grantee shall deliver to the City copies of any such permits.

Section 5. Protection of Utilities. Grantee shall pay all costs of any protection, support or relocation of existing utilities deemed necessary by the owners of utilities affected by operation and maintenance of the Skybridge. Grantee is solely responsible for any damage to any utilities due to the maintenance and operation of the Skybridge.

Section 6. Conflict with Future Installations of the City

A. **Interference Notice.** If the City determines that the space occupied by the Skybridge is necessary for any public use and benefit and that the Skybridge interferes with such public use and benefit, then the City shall deliver notice thereof to Grantee (the “**Interference Notice**”). The City shall deliver the Interference Notice to Grantee together with preliminary plans and specifications that identify the potential interference.

B. **Grantee Election.** Within ninety (90) days after delivery of the Interference Notice (the “**Election Period**”), Grantee shall elect to either (1) modify, relocate or remove the Skybridge improvements at Grantee’s sole expense, so as to remove the interference to the City’s satisfaction, or (2) reimburse the City for all added costs related to such interference, including without limitation added costs of design, construction, and installation. The Director may extend the Election Period at the request of Grantee. If Grantee elects (1), Grantee shall commence work and shall diligently prosecute the modification, relocation or removal work to completion in accordance with a construction schedule reasonably established by the City. If Grantee fails to commence, prosecute, and complete such work in accordance with such schedule, the City at Grantee’s sole expense may enter Grantee property and undertake the work on behalf of Grantee. If Grantee elects (2), Grantee shall give the City satisfactory assurance of payment of added costs at the time Grantee delivers the notice of election and Grantee shall reimburse the City for such added costs within thirty (30) days after delivery of an invoice from the

City.

C. Effect of Failure to Make Election. If Grantee does not duly deliver a notice of election during the Election Period, then the City may, by delivery of written notice to Grantee, make the election for Grantee, in which case such City election is fully binding upon Grantee.

Section 7. Termination - Removal.

A. Termination for Violation of Material Term or Condition of this Ordinance. If the Director determines that Grantee has violated any material term or condition of this Ordinance or if the Director determines that the Skybridge is not being used for the Approved Purpose, the Director shall deliver written notice thereof to Grantee ("**Violation Notice**"). If Grantee does not cure such violation within ninety (90) days after delivery of Violation Notice, then the City may, effective upon written notice to Grantee, terminate all permissions granted to Grantee under this Ordinance.

B. Removal after Termination. Within one hundred and eighty (180) days after expiration of the term granted by this Ordinance or after delivery of a termination notice under Section 7A above, Grantee at Grantee's sole expense shall, unless directed otherwise by the Director, remove the Skybridge. If Grantee fails to commence and complete such removal work within such one hundred eighty (180) days, then the City at Grantee sole expense may enter Grantee' property and undertake such removal on behalf of Grantee.

C. Removal Includes Restoration. Any removal of the Skybridge pursuant to this Ordinance also includes restoration of all portions of rights-of-way that may have been disturbed to as good a condition as it was prior to construction of the Skybridge.

Section 8. Plan Approval/Construction. Grantee shall not commence construction, reconstruction, relocation, readjustment, removal, or repair of the Skybridge except in accordance with plans and specifications approved in advance by the Director. This Director approval is only for the purposes of this Ordinance and is in addition to, and does not replace, any approvals or other permits that may be required under the Everett Municipal Code or other applicable law. All construction, reconstruction, relocation, readjustment, removal, or repair must be in accordance with the Director-approved plans and specifications and all other applicable permits and approvals.

Section 9. Operation, Maintenance and Repair. At its sole expense, Grantee shall operate, maintain, and repair the Skybridge so that it is in a good and safe condition and fully functional as a Skybridge. In the event of damage to or destruction of the Skybridge, Grantee at its sole expense shall either promptly repair such damage or destruction or shall remove the damaged or destroyed Skybridge. If Grantee violates this Section 9, the Director may deliver a Violation Notice pursuant to Section 7A above. This Violation Notice may require closure of the Skybridge until Grantee cures the violation.

Section 10. Continuing Obligation to Remove and Restore. Notwithstanding termination or expiration of the permissions granted by this Ordinance, or closure or removal of the Skybridge, Grantee shall remain bound by its obligations under this Ordinance until:

- A. the Skybridge and all its appurtenances are removed from the right-of-way;
- B. the area is restored in a manner and to a condition satisfactory to the Director in accordance with this Ordinance; and
- C. the Director certifies that Grantee has discharged its obligations under this Ordinance.

Upon prior notice to Grantee and entry of written findings that it is in the public interest, the City may, in the City's sole discretion, excuse Grantee, conditionally or absolutely, from compliance with any or all of Grantee's obligations to remove the Skybridge and to restore disturbed areas.

Section 11. Release, Hold Harmless, and Indemnification. The Skybridge is the exclusive responsibility of Grantee. Grantee releases the City from any and all claims resulting from the Skybridge or from damage or loss to Grantee's own property and does covenant and agree at all times to indemnify and hold harmless the City, its officers, agents and employees, from all claims, actions, suits, liability, loss, costs, expense or damages of every kind and description (excepting only such damages that may result from the sole negligence of the City), that may accrue to, or be suffered by, any person or persons or property or properties, including without limitation, damage or injury to Grantee, its officers, agents, employees, contractors, invitees, tenants and tenant's invitees, licensees, by reason of the construction, maintenance, operation or use of the Skybridge, or any portion thereof, or by reason of anything that has been done or may at any time be done by Grantee by reason of this Ordinance or by reason of Grantee violating, failing or refusing to strictly comply with each and every provision of this Ordinance or by reason of the City exercising any option, right or other privilege under this Ordinance; and in case judgment shall be rendered against the City in any suit or action, Grantee shall fully satisfy the judgment within one hundred and twenty (120) days after such suit, action or claim shall have been finally determined, if determined adversely to the City. If it is determined by a court of competent jurisdiction that RCW 4.24.115 applies to this Ordinance, then in the event claims or damages are caused by or result from the concurrent negligence of the City, its agents, contractors or employees, and Grantee, their agents, contractors, employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Grantee or Grantee's agents, contractors, employees. **Solely and expressly for the purpose of its duties to indemnify the City, Grantee specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Grantee recognizes that this waiver of immunity under Title 51 was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.** This Section 11 survives any termination or expiration of any permission granted under this Ordinance.

Section 12. Consent for and Conditions of Assignment or Transfer. The right, privilege and authority granted under this Ordinance are solely for the USPS shall not be assignable, leaseable or otherwise alienated or transferable by operation of law, nor shall Grantee transfer, assign, mortgage, pledge or encumber the same without the consent of the City, which must be in writing and signed by the Mayor to be effective and which consent the City may refuse at the City's sole discretion.

Section 13. Inspection Fees. Grantee shall pay to the City such usual and reasonable amounts as may be required by the Director pursuant to City code for the City's inspection of the Skybridge.

Section 14. Conflict. If the provisions of this Ordinance conflict with another provision of the Everett Municipal Code or any other City ordinance or regulation, the provisions of this Ordinance shall control. This Ordinance is subject to the City Charter (including without limitation Article 13, if and as applicable.)

Section 15. Notices. Unless otherwise provided herein, notices required to be in writing under this Ordinance shall be given as follows:

If to the City:

Director of Public Works
City of Everett
3200 Cedar Street
Everett, WA 98201

City Attorney
City of Everett
2930 Wetmore
Everett, WA 98201

City Clerk
City of Everett
2930 Wetmore
Everett, WA 98201

If to Grantee:

U.S. Postal Service
412 E Pine Glen Ct
Spokane, WA 99208

Notices shall be deemed effective, if mailed, upon the second day following deposit thereof in the United States Mail, postage prepaid, or upon delivery thereof if otherwise given. Either the City or Grantee may change the addresses to which notices may be given by giving notice as above provided.

Section 16. Acceptance of Terms and Conditions. Grantee shall deliver to the City Clerk a fully executed acceptance of the terms and conditions of this Ordinance on a form provided by the Office of City Attorney (the “**Acceptance**”) within sixty (60) days after the effective date of this Ordinance, together with the One-Time Fee. The Office of the City Attorney may grant in writing additional time for such delivery, which may not exceed an additional ninety (90) days. In no event may Grantee begin any construction of the Skybridge prior to such delivery to the City Clerk. If Grantee does not so deliver the Acceptance and the One-Time Fee within such sixty days or such additional time as may be granted by the Office of the City Attorney, then the privileges conferred by this Ordinance shall be deemed declined or abandoned and the permissions granted deemed lapsed and forfeited.

Section 17. Ratify and Confirm. Any act taken by the City or Grantee pursuant to the authority and in compliance with the conditions of this Ordinance, but prior to its effective date, is hereby ratified and confirmed.

Section 18. Savings. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 19. Corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, Ordinance numbering, section/subsection numbers and any references thereto.

Section 20. Recording. This Ordinance may be recorded within the Snohomish County Auditor's Office.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: Council COVID Recovery Fund update.

Council Bill # interoffice use

Agenda dates requested:

Briefing 04/10/24

Proposed action

Consent

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

-Council COVID Recovery Fund 2023 Allocations

-Council COVID Recovery Neighborhood Feedback

Department(s) involved:

Contact person:

Jennifer Gregerson

Phone number:

Email:

jgregerson@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Council COVID Recovery funds

Partner/Supplier: Various

Location:

Preceding action:

Fund:

Fiscal summary statement:

In prior ARPA allocations, the City Council allocated \$100,000 for each member to grant for community services and improvements of their choice.

Project summary statement:

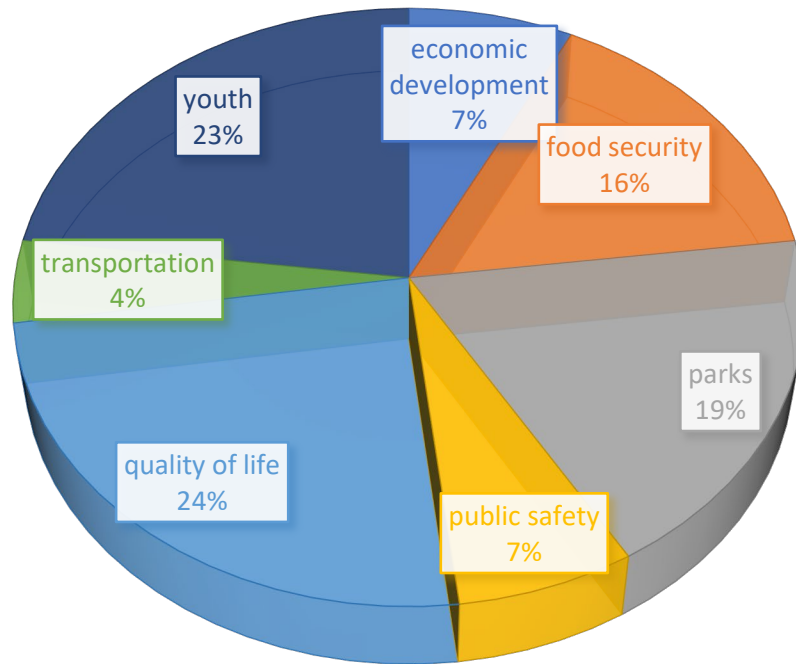
Each Councilmember in office in 2023 has now allocated their COVID Recovery funds. The first attached document has a brief update of the uses and current status of grant awards or implementation. The second document is informational and a summary of neighborhood feedback about ideas they are most interested in, should additional funds be available in 2024.

Recommendation (exact action requested of Council):

Review briefing and update.

City Council COVID Recovery Fund Allocations 2023

COMMUNITY IMPACT OF COUNCIL COVID RECOVERY FUNDS



Council President Stonecipher

- VOA Food Bank: \$25,000
 - On hold
- Evergreen Arboretum: \$25,000
 - Pending city staff review for updated agreement and other requirements
- Reinstate the Monte Cristo Awards for 2-3 years: \$50,000
 - Initial staff research done

Council Member Tuohy

- Library Department: Bookwalk: \$25,000
 - Staff work underway
- Economic Development Division: Downtown Public Art: \$25,000
 - Project underway
- Madres de Casino Road: Food Bank: \$30,000
 - Agreement Executed
- Communications Department: Neighborhood Block Watch: \$20,000
 - Consultant identified, staff support work underway

Council Member Fosse

- ChildStrive: \$25,000
 - Pending submittal of forms and paperwork from recipient
- FarmerFrog: \$25,000
 - Pending submittal of forms and paperwork from recipient
- Parks and Facilities Department: Jackson Park Improvements: \$25,000
 - Lighting improvements and gate moving towards installation
- Evergreen Arboretum: \$25,000
 - Pending city staff review for updated agreement and other requirements

Council Member Rhyne

- Cocoon House: \$25,000
 - Agreement Executed
- Downtown Everett Association: Storefront Support: \$25,000
 - Agreement Executed
- VOA Carl Gipson Center: \$25,000
 - Agreement in process
- Everett Station District Alliance: \$25,000
 - Pending submission of form from ESDA

Council Member Schwab

- Communications Department: Neighborhood Block Watch: \$20,000
 - Consultant identified, staff support work underway
- Streets Division: Two Roadside Radar Speed Signs: \$30,000
 - Pending implementation
- Parks and Facilities Department: Park Improvements – View Ridge or Phil Johnson Ballfields: \$50,000
 - Staff research and work underway, including additional discussions with Councilmember

Council Member Zarlingo

- Boys and Girls Clubs in Everett, split between all four in the city. Cascade (next to Lions Park), South Everett/Mukilteo (Casino Rd), Broadway (82nd), Delta (12th St.): \$30,000
- Everett Fire Department standards of care study: \$25,000
- Everett Parks: Lions Park improvements: \$25,000
- Everett Police: for support of vulnerable youth and crime victims: \$20,000

Council Member Vogeli

- Leadership Launch: \$75,000
 - Agreement Executed
- Madres de Casino Road: Food Bank: \$25,000
 - Agreement Executed

Neighborhood leaders funding ideas:

Mayor Franklin met with the Council of Neighborhood leaders earlier this year. They shared a number of priorities and ideas that the City Councilmembers might consider for a possible 2024 COVID Recovery grant funding cycle. Details are below.

- Neighborhood Association Management
 - Add \$25,000 to mini grants to support website and email management, supplies, mailings, trainings, and other items of interest
- Emergency Management and Preparation
 - \$25,000 to City's Emergency Management Department to support CERT training and supplies
- Neighborhood capital investments
 - \$25,000 to mini grants to support new neighborhood signage updates, readerboards, a-boards and other signage
- Neighborhood Watch Program
 - \$10,000-\$20,000 to Communications Department support neighborhood watch program
- Community investments
 - \$100,000 or more to Parks and Facilities Department to develop additional public restrooms
 - \$100,000 to Streets Division for additional sidewalk investments
 - \$50,000 to Parks and Facilities to support park investments such as new play structures, covered areas, lighting, etc
 - \$25,000 or more to Public Works to fund Residential Graffiti Removal Program
- Public art- plinths, concrete barriers, murals
 - \$25,000 to Economic Development and PlaceMaking to fund new public art initiatives
- Violent Crime Prevention
 - \$25,000 to YMCA for community-led violence interruption initiatives
 - \$25,000 for dedicated slots for neighborhood youth in existing mentorship or other programs
- Nonprofit investments of \$25,000 per recipient
 - Packs4Kids
 - Victims Support Services
 - Connect Casino Road childcare co-op program

Neighborhood leaders also shared valuable feedback and support for permitting efforts, such as providing new incentives for ADU construction and permit streamlining; hotel vouchers for the unhoused; and consistent responsiveness for Everett at Work issue submissions.



City Council Agenda Item Cover Sheet

Project title: General Property Tax Levy Lid Lift Revenue Options Briefing

Council Bill # *interoffice use*

Agenda dates requested:

Briefing 4/10/24

Proposed action

Consent

Action

Ordinance

Public hearing

X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Department(s) involved:

Finance

Contact person:

Susy Haugen

Phone number:

425-257-8612

Email:

shaugen@everettwa.gov

Initialed by:

sh

Department head

Administration

Council President

Project: 2024 General Levy Lid Lift ballot measure

Partner/Supplier:

Location:

Preceding action:

Fund: General Government Funds

Fiscal summary statement:

None

Project summary statement:

A briefing to present additional information regarding a general property tax levy lid lift that may be placed on a future ballot for voter approval.

Recommendation (exact action requested of Council):

Council motion to approve a resolution selecting a rate and asking staff to bring back a potential ballot measure by May 1, 2024 for approval.

City of Everett Levy Lid Lift Briefing

April 10, 2024

Discussion Topics

- General Government Budget History
 - Budget reductions - ongoing
 - Budget increases - ongoing
 - Internal decisions- responding to service demands
 - External growth drivers



Key Deficit Reduction Measures 2014-2023

	Estimated Annual Savings
New High Deductible Health Plan	2024 Funding Rates: HMA Legacy \$2,008 vs CDHP \$1,264
Vera Clinic (2022 data)	\$820,000 - ROI 164%
Health benefit premium share for City staff 2024	\$1,600,000
Voluntary Separation Programs 2019 & 2020	Initial year savings estimate: 2019-\$1,580,000; 2020-\$1,750,000
Public-private & interagency partnerships	Sr. Center - \$470,000 Jetty Island - \$120,000 4th of July parade - \$17,000 Flower programs - \$325,000



Key Deficit Reduction Measures 2014-2023

	Estimated Annual Savings
Service reductions	Silverlake Lifeguards & Bookmobile - \$250,000
Recreation programs elimination (net)	\$750,000
Swim Center closure (net)	\$500,000
Solicitation of ideas from staff and community	\$285,000
General M&O increase elimination	Varied - average annual savings approximately \$160,000



Key Deficit Reduction Measures 2014-2023

	Estimated Annual Income
Utility tax increases	\$5,600,000
Align service fees with peer cities	\$300,000
Implement annual renewals for business licenses	\$870,000
add false alarm, fire inspection, and credit card service fees	\$400,000
\$20 car tabs	\$1,600,000
Add Animal Shelter fundraising position	\$450,000
Implement Ground Emergency Medical Transport reimbursement program (GEMT)	\$1,200,000



Key Deficit Increases 2014-2024

Service Demand Response

Service Area	New FTEs 2014 - 2024	Annual Cost 2024
Public Safety	26.0	\$ 4,421,395
Homelessness, Behavioral Health, Substance Use, Encampment Cleanups	12.5	1,785,625
Economic Development, Planning, & Permitting	9.8	1,478,410
Communications & Engagement	3.2	449,290
Staff Support for growth (IT, HR, Finance, Engineering)	15.6	\$ 2,085,916
New FTEs 2014 - 2024	67.04	\$ 10,220,636
FTE Eliminations	40.59	
Net New FTEs 2014 - 2024	26.45	



Key Deficit Increases 2014-2024

Internal operational decisions with ongoing impacts

Maintenance & Operations (M&O) Changes

	Estimated Annual Cost
PFD Debt Support	\$800,000
Filelocal tax & license consortium	\$47,000
Clare's Place support agreement	\$200,000
Security Guard Services-Library	\$262,000
New software & technology investments - ongoing maintenance	\$860,000



Key Deficit Increases 2014-2024

Internal operational decisions with ongoing impacts

Maintenance & Operations (M&O) Changes

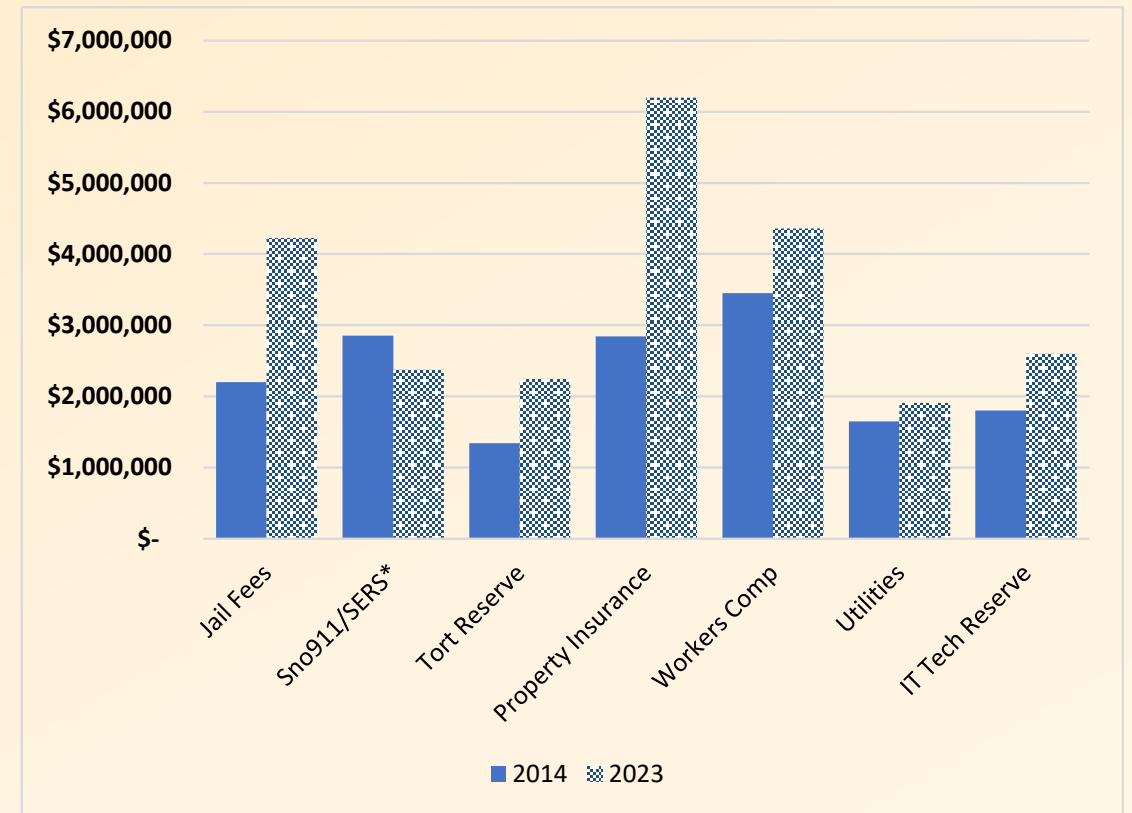
	Estimated Annual Cost
Encampment cleanup	\$50,000
Contributions to CIP 1 and Fund 146 Property Management	\$3,686,000
Space leases - Facilities & Bezos Academy	\$165,000
Street Overlay/Improvements	\$2,500,000



Budget Increases: 2014 – 2023

Externally driven growth

	2014	2023
Jail Fees	\$ 2,199,054	\$ 4,227,162
Sno911/SERS*	\$ 2,854,241	\$ 2,374,612
Tort Reserve	\$ 1,345,431	\$ 2,245,198
Property Insurance	\$ 2,841,955	\$ 6,197,469
Workers Comp	\$ 3,449,598	\$ 4,357,574
Utilities	\$ 1,650,676	\$ 1,911,839
IT Tech Reserve	\$ 1,804,040	\$ 2,599,572



Unfunded Mandates

- Police and Fire LEOFF 1 pensions
- Training and re-certification requirements
- Presumptive illness
- Police Training & Response
- Indigent defense
- Required technology integration
- Growth management planning
- Pollution remediation
- Audit costs
- New accounting standards
- Public disclosure
- Records retention
- Leave programs
- Expand health benefits for dependent children to age 26
- American with Disabilities Act (ADA) standards



Discussion



Project title: An Ordinance approving the appropriations of the 2024 revised City of Everett Budget and amending Ordinance No. 3983-23

Council Bill # *interoffice use*

CB 2404-97

Agenda dates requested:

Briefing – 4/10/2024

2nd Reading 4/17/2024

3rd Reading 4/24/2024

Action

Ordinance ☒ X

Public hearing

☐ Yes ☒ X ☐ No

Budget amendment:

☒ X ☐ Yes ☐ No

PowerPoint presentation:

☒ X ☐ Yes ☐ No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Susy Haugen

Phone number:

(425) 257-8612

Email:

Shaugen@everettwa.gov

Initialed by:

SH

Department head

Administration

Council President

Project:

Partner/Supplier:

Location:

Preceding action: Ordinance 3983-23

Fund: Multiple

Fiscal summary statement:

The proposed Ordinance amends the City of Everett 2024 Operating Budget, increasing General Government budgeted expenditures by \$3,949,374 and increasing Non-General Government budgeted expenditures by \$28,163,330, for a total of \$32,112,704.

Project summary statement:

This budget amendment revises the 2024 original budget adopted on December 6, 2023. It proposes to carry forward spending authority for projects and expenditures not completed in 2023 and to appropriate new funding for financial activities that will occur this year.

Recommendation (exact action requested of Council):

Adopt an Ordinance approving the appropriations of the 2024 revised City of Everett Budget and amending Ordinance No. 3983-23.



ORDINANCE NO. _____

An ORDINANCE approving the appropriations of the 2024 revised City of Everett Budget and amending Ordinance No. 3983-23.

WHEREAS,

The City Council has reviewed the amended budget appropriations and information which was made available; and approves the appropriation of local, state, and federal funds and the increase or decrease from previously approved programs within the 2024 Budget.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Ordinance No. 3983-23 is hereby amended by the amendments shown on Attachment A, which is incorporated by reference. The amendments shall be made to the 2024 Budget with a total increased expenditure appropriation of \$32,112,704.

	<u>Beginning Fund balance and 2024 Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
2024 Original Adopted Budget	\$ 746,730,743	\$ 438,816,064	\$ 307,914,679
Budget Amendment #1	25,843,425	32,112,704	(6,269,279)
2024 Amended Budget	\$ 772,574,168	\$ 470,928,768	\$ 301,645,400

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGR-1	CPED	Mayor's Drug Crisis Taskforce	021R		50,000	
GGR-1	General Fund	Mayor's Drug Crisis Taskforce	002R	50,000		

In October 2023, the Mayor announced the creation of a new task force to focus on the City's urgent drug crisis - specifically related to fentanyl, meth and other deadly illegal substances - and its impacts on community safety. The task force will gain a better understanding of the impact, barriers, and complexities of the drug crisis in Everett and develop next steps or recommendations for the City and its partners to consider. This reappropriation proposes to carry forward \$50,000 set aside in the Economic Development budget to fund a facilitator and other costs associated with this effort.

Increase M&O expenditures - Economic Development	021	5030000410	50,000	
Increase beginning fund balance - General Fund	002	3080000000		50,000

	Department		Code	Rev	Exp	FB
GGR-2	Non-Departmental	Fuel Infrastructure Upgrades and Refurbishment	009R		95,442	
GGR-2	General Fund	Fuel Infrastructure Upgrades and Refurbishment	002R	95,442		

The City owns and maintains 10 fueling sites of varying ages and conditions - Fire Stations 1 through 6, Service Center, Kasch Park, Legion Golf Course, Walter E. Hall Golf Course, and the Water Filtration Station. In 2019, the City's Motor Vehicle Division (MVD) contracted with an outside expert to conduct a site evaluation of all 10 fueling sites. This generated a report with estimated upgrades, repairs, and refurbishments each site would require to be brought back to good material condition. This reappropriation proposes to carry forward \$95,442 for the General Government's share of costs to upgrade and refurbish fueling sites and upgrade the fueling data management system. See also NGR-8.

Increase M&O expenditures - Non-Departmental	009	5000501550	95,442	
Increase beginning fund balance - General Fund	002	3080000000		95,442

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	Department		Code	Rev	Exp	FB
GGR-3	General Fund	Labor Reappropriations	002R	141,249		
GGR-3	Municipal Court	Labor Reappropriations	005R		98,309	
GGR-3	Non-Departmental	Labor Reappropriations	009R			(150,202)
GGR-3	Finance	Labor Reappropriations	010R		388	
GGR-3	CPED	Labor Reappropriations	021R		187,559	
GGR-3	Emergency Management	Labor Reappropriations	030R		5,195	

This reappropriation proposes to fund staffing additions approved in 2023 budget amendment #3, but not included in the 2024 original operating budget. Staffing additions include:

--Judicial Assistant
--Community Support Manager
--Emergency Management day laborer
--Finance day laborer

See also NGR-11.

Increase transfers in revenues - General Fund	002	3370000155		58,000
Increase transfers in revenues - General Fund	002	3XXXXXXXXX		66,540
Increase beginning fund balance - General Fund	002	3080000000		16,709
Decrease ending fund balance - Non-Departmental	009	5980000490		150,202
Increase labor expenditures - CPED	021	5020000110/210	187,559	
Increase labor expenditures - Municipal Court	005	5010000110/210	98,309	
Increase labor expenditures - Finance	010	5140000170/210	388	
Increase labor expenditures - Emergency Management	030	5100000170/210	5,195	

	Department		Code	Rev	Exp	FB
GGR-4	Legal	Legal Contracted Services	003R		4,570	
GGR-4	General Fund	Legal Contracted Services	002R	4,570		

In October 2022, the City entered into contracts with Computer Sciences Corporation to upgrade our claims management software (Assure Claims) to the latest version in AWS Cloud and to move to a different report writing platform (Sisense). This reappropriation proposes to carry forward \$4,570 to complete the upgrades in 2024.

Increase beginning fund balance - General Fund	002	3080000000		4,570
Increase M&O expenditures - Legal	003	5100000410	4,570	

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	Department		Code	Rev	Exp	FB
GGR-5	Legal	Supplemental Grant for Public Defense Training	003R		4,567	
GGR-5	General Fund	Supplemental Grant for Public Defense Training	002R	4,567		

In 2023, the City received a supplemental grant from the Washington Office of Public Defense to fund training for public defense attorneys, investigators, and/or social workers at the Everett Law Association - the City's main contractor for public defense services. This reappropriation proposes to carry forward \$4,567 to complete the trainings in 2024.

Increase M&O expenditures - Legal	003	5250000410	4,567	
Increase beginning fund balance - General Fund	002	3080000000		4,567

	Department		Code	Rev	Exp	FB
GGR-6	Comm & Eng	Communication & Engagement Activities	018R		2,837	
GGR-6	General Fund	Communication & Engagement Activities	002R	5,337		
GGR-6	Non-Departmental	Communication & Engagement Activities	009R		2,500	

This reappropriation proposes to carry forward \$5,337 for the following Communication and Engagement activities:
 --purchase of 18 Canva licenses to use for graphic design by City employees for \$2,500
 --diversity, equity, and inclusion consulting services with Co3 Consulting for \$1,200
 --2023 neighborhood mini grants to Lowell and Port Gardner neighborhoods for \$1,637

Increase M&O expenditures - Communications and Engagement	018	5302250310	1,200	
Increase M&O expenditures - Communications and Engagement	018	5302204412	1,000	
Increase M&O expenditures - Communications and Engagement	018	5302205412	637	
Increase beginning fund balance - General Fund	002	3080000000		5,337
Increase M&O expenditures - Non-Departmental	009	5000067494	2,500	

	Department		Code	Rev	Exp	FB
GGR-7	Human Resources	HR Microfiche Conversion	007R		15,000	
GGR-7	General Fund	HR Microfiche Conversion	002R	15,000		

In November 2023, the City contracted with Konica Minolta Business Solutions USA, Inc. for the conversion of Human Resources payroll data and personnel files from Microfiche to Laserfiche. This reappropriation proposes to carry forward \$15,000 to complete the conversion in 2024.

Increase beginning fund balance - General Fund	002	3080000000		15,000
Increase M&O expenditures - Human Resources	007	5010000410	15,000	

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	Department		Code	Rev	Exp	FB
GGR-8	Fire	Air Compressor for Fire Department	032R		48,000	
GGR-8	General Fund	Air Compressor for Fire Department	002R	48,000		

The Fire department was awarded an Assistance to Firefighters Grant to purchase a new self-contained breathing apparatus bottle filling air compressor. The air compressor was ordered in 2023, but it will not be delivered and paid until this year. This reappropriation proposes to carry forward \$48,000 set aside in the Fire department's budget to cover the cost of the air compressor and installation above and beyond the grant award.

Increase beginning fund balance - General Fund	002	3080000000		48,000
Increase M&O expenditures - Fire	032	5200000640	48,000	

	Department		Code	Rev	Exp	FB
GGR-9	Library	Library Purchases	110R	28,249	28,249	

This reappropriation proposes to carry forward \$28,249 for the following items purchased by the Library in 2023 that will be delivered and paid this year:
 --twelve staff desk chairs for \$13,079
 --two Envisionware fax/scan document stations for \$15,170

Increase beginning fund balance - Library	110	3080000000		28,249
Increase M&O expenditures - Library	110	5500000350	13,079	
Increase M&O expenditures - Library	110	5600000350	15,170	

	Department		Code	Rev	Exp	FB
GGR-10	General Fund	Dept. of Commerce Grant - Periodic Updates	002R	69,303		
GGR-10	CPED	Dept. of Commerce Grant - Periodic Updates	021R		69,303	

The Governor and the WA State Legislature made grant funding available for all counties and cities to support the upcoming comprehensive plan and development regulation "periodic updates," associated with the Growth Management Act as required under RCW 36.70A.130(5). This grant supports the temporary addition of a full-time Planning & Community Engagement Coordinator to assist with the update. The City of Everett is eligible to receive a total of \$325,000 for the Comprehensive Plan Periodic Update project. This reappropriation proposes to carry forward unspent grant funds in the amount of \$69,303.

Increase grant revenues - General Fund	002	3340420010		69,303
Increase M&O expenditures - CPED	021	5010000410	69,303	

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	Department		Code	Rev	Exp	FB
GGR-11	Municipal Arts	Municipal Arts Grants and Events Support	112R	130,000	130,000	

This reappropriation proposes to carry forward \$130,000 from the Municipal Arts 2023 budget. These funds were originally allocated for various programs and events, including Cultural Arts Grants, Public Art Maintenance, 4th of July, Sorticulture, and Other events (Street Tunes). Various factors, such as surplus revenue from successful staff fundraising and sales efforts, project delays, logistical challenges, and external circumstances, have resulted in unspent balances across multiple programs and events in 2023. The rollover of these funds is necessary to ensure the intended initiatives can be completed effectively and the allocated resources are utilized optimally.

Increase beginning fund balance - Municipal Arts	112	3080000100		130,000
Increase M&O expenditures - Municipal Arts	112	5102202410	17,000	
Increase M&O expenditures - Municipal Arts	112	5102201410	20,000	
Increase M&O expenditures - Municipal Arts	112	5103306410	40,000	
Increase M&O expenditures - Municipal Arts	112	5103303494	30,000	
Increase M&O expenditures - Municipal Arts	112	5103307410	23,000	

	Department		Code	Rev	Exp	FB
GGR-12	General Fund	Street-Level Issues Flex Fund	002R	40,000		
GGR-12	Non-Departmental	Street-Level Issues Flex Fund	009R		40,000	

This reappropriation proposes to carry forward \$40,000 to the street-level issues flex funds to continue addressing encampment clean-up needs outside of regular work conducted by Public Works staff. See also GGA-8.

Increase beginning fund balance - General Fund	002	3080000000		40,000
Increase M&O expenditures - Non-Departmental	009	5000900410	40,000	

	Department		Code	Rev	Exp	FB
GGR-13	Street Improvement	Overlay and Street Projects	119R	1,151,337	1,151,337	

This reappropriation proposes to carry forward the remaining 2023 budgeted Street Improvement funds for 2024 street improvement projects. The source of these funds is an allocated share of the motor vehicle fuel tax from Washington State, car tab fees, and an allocation from the General Fund. These funds are used for arterial street projects, sidewalk replacements, parking improvements, non-motorized improvements, traffic signal projects, capital project grant matching funds, and the overlay program. See also GGA-9.

Increase beginning fund balance - Street Improvement Fund	119	3080000000		1,151,337
Increase M&O expenditures - Street Improvement Fund	119	5612002953650	1,151,337	

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	Department		Code	Rev	Exp	FB
GGR-14	Police	Police SWAT Protective Gear	031R		13,386	
GGR-14	General Fund	Police SWAT Protective Gear	002R	13,386		

In 2023, the Police department contracted with TYR Tactical, LLC for the purchase of protective body wear and ballistic vests to replace warranty-expired vests. The specialized protective gear is worn by SWAT team members. Warranties and replacements are on a five-year cycle. This reappropriation proposes to carry forward \$13,386 of the Police budget to pay for the vests that will be delivered this year.

Increase beginning fund balance - General Fund	002	3080000000		13,386
Increase labor expenditures - Police	031	5400002260	13,386	

	Department		Code	Rev	Exp	FB
GGR-15	Police	Start-Up Costs for Additional Police FTEs	031R		163,919	
GGR-15	General Fund	Start-Up Costs for Additional Police FTEs	002R	163,919		

The Police department's authorized full-time equivalents (FTEs) increased by 11 last year. Two of the positions were filled by the end of 2023 and the department is working to fill the vacant positions in 2024. As part of the approved amendment, there were initial onboarding costs included. This reappropriation proposes to carry forward unspent onboarding costs totaling \$163,919.

Increase beginning fund balance - General Fund	002	3080000000		163,919
Increase M&O expenditures - Police	031	5320000350	67,908	
Increase M&O expenditures - Police	031	5410000410	20,455	
Increase M&O expenditures - Police	031	5410000445	40,000	
Increase M&O expenditures - Police	031	5400005350	35,556	

	Department		Code	Rev	Exp	FB
GGR-16	Police	Police Duty Weapon Supplies and Equipment	031R		6,220	
GGR-16	General Fund	Police Duty Weapon Supplies and Equipment	002R	6,220		

In 2023, the Police department contracted with ProForce Law Enforcement for the purchase of duty weapon supplies and equipment. This reappropriation proposes to carry forward \$6,220 of the Police budget to pay for the supplies and equipment that will be delivered in 2024.

Increase beginning fund balance - General Fund	002	3080000000		6,220
Increase M&O expenditures - Police	031	5320000310	6,220	

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	Department		Code	Rev	Exp	FB
GGR-17	Police	Police SOG Helmets	031R		5,534	
GGR-17	General Fund	Police SOG Helmets	002R	5,534		

In 2023, the Police department contracted with Primary Arms, LLC for the purchase of protective helmets worn by the department's Special Operations Group (SOG). This reappropriation proposes to carry forward \$5,534 of the Police budget to pay for the helmets that will be delivered in 2024.

Increase beginning fund balance - General Fund	002	3080000000		5,534
Increase M&O expenditures - Police	031	5320000350	5,534	

	Department		Code	Rev	Exp	FB
GGR-18	Police	Police Promotional Assessment Testing	031R		17,035	
GGR-18	General Fund	Police Promotional Assessment Testing	002R	17,035		

In 2023, the Police department contracted with Public Safety Testing to provide promotional assessment testing for both Police Captain and Police Lieutenant positions. The testing dates have since been rescheduled for 2024. This reappropriation proposes to carry forward \$17,035 of the Police budget to pay for the testing in 2024.

Increase beginning fund balance - General Fund	002	3080000000		17,035
Increase M&O expenditures - Police	031	5320000410	17,035	

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	Department		Code	Rev	Exp	FB
GGA-1	General Fund	Staffing Changes	002A	370,155		
GGA-1	Legal	Staffing Changes	003A		167,278	
GGA-1	Administration	Staffing Changes	004A		17,623	
GGA-1	Non-Departmental	Staffing Changes	009A			(602,388)
GGA-1	Finance	Staffing Changes	010A		133,930	
GGA-1	IT	Staffing Changes	015A		167,916	
GGA-1	Engineering & Pub Svcs	Staffing Changes	024A		179,407	
GGA-1	Police	Staffing Changes	031A		133,819	
GGA-1	Facilities & Prop Mgmt	Staffing Changes	038A		172,570	
GGA-1	Library	Staffing Changes	110A	63,058	63,058	

This amendment proposes to increase labor expenditures to fund needed staffing additions, including:

--Assistant City Attorney II
 --Senior Procurement Specialist
 --System Analyst II
 --Senior Engineer
 --Maintenance Technicians (2.0 FTEs) transferred from Everett Transit Fund 425
 --Librarian I (0.60 FTE)
 --Upgrade Executive Director to Senior Executive Director
 --Automated Traffic Safety Camera Program labor support

Increase transfers in revenues - Library	110	397XXXX152		63,058
Increase transfers in revenues - General Fund	002	3970000130		179,407
Increase transfers in revenues - General Fund	002	397XXXX155		190,748
Decrease ending fund balance - Non-Departmental	009	5984900000		602,388
Increase labor expenditures - Legal	003	5200000110/210	167,278	
Increase labor expenditures - Administration	004	5200000110/210	17,623	
Increase labor expenditures - Finance	010	5160000110/210	133,930	
Increase labor expenditures - Information Technology	015	5300000110/210	167,916	
Increase labor expenditures - Engineering and Public Services	024	5XXXXXX110/210	179,407	
Increase labor expenditures - Police	031	5XXXXXX110/210	133,819	
Increase labor expenditures - Facilities and Property Management	038	5820030110/210	172,570	
Increase labor expenditures - Library	110	5250000110/210	63,058	

	Department		Code	Rev	Exp	FB
GGA-2	Non-Departmental	Emergency Management Day Laborer	009A			(12,653)
GGA-2	Emergency Management	Emergency Management Day Laborer	030A		12,653	

This amendment proposes to extend the Emergency Management department's day laborer for six months to continue the following projects that were started in 2023:

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

Decrease ending fund balance - Non-Departmental	009	5980000490		12,653
Increase labor expenditures - Emergency Management	030	5100000170/210	12,653	

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	Department		Code	Rev	Exp	FB
GGA-3	Non-Departmental	Cayenta Upgrade and Accounting Assistance	009A			(66,178)
GGA-3	Finance	Cayenta Upgrade and Accounting Assistance	010A		66,178	
<div> <p>This amendment proposes to extend the Finance department's administrative day laborer in 2024 by 867 hours. The day laborer will assist the department with completing the upgrade of the City's financial system and provide accounting support while an employee is on extended leave.</p> </div>						
Decrease ending fund balance - Non-Departmental				009	5980000490	66,178
Increase labor expenditures - Finance				010	5140000170/2110	66,178

	Department		Code	Rev	Exp	FB
GGA-4	Legal	FY2024-25 Indigent Defense Grant	003A		45,000	
GGA-4	General Fund	FY2024-25 Indigent Defense Grant	002A	45,000		
<div> <p>The Washington Office of Public Defense awarded the City \$90,000 to be used towards social work services for the public defense team. The grant begins January 1, 2024, and ends on December 31, 2025. Funds will be split over the two years (\$45,000 each year).</p> </div>						
Increase M&O expenditures - Legal				003	5250000410	45,000
Increase grant revenues - General Fund				002	3340120003	45,000

	Department		Code	Rev	Exp	FB
GGA-5	General Fund	Federal Financial Boating Grant	002A	17,905		
GGA-5	Police	Federal Financial Boating Grant	031A		17,905	
<div> <p>The Police department was awarded a \$17,905 grant from the Federal Financial Boating Program to supplement overtime expenses relating to the enhancement of boating safety and education services in the state. The goal of the program is to reduce the number and severity of recreational boating casualties of all types, and to ensure a safe and enjoyable boating environment for all users.</p> </div>						
Increase grant revenues - General Fund				002	3336702400	17,905
Increase labor expenditures - Police				031	5210000120	17,905

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	Department		Code	Rev	Exp	FB
GGA-6	General Fund	Law Enforcement Pursuit Technology Grant	002A	44,887		
GGA-6	Police	Law Enforcement Pursuit Technology Grant	031A		44,887	

The Police department was awarded a \$44,887 grant from WA State Department of Commerce's Law Enforcement Pursuit Technology Grant Program. Grant funds will be used to acquire, install, and deploy StarChase systems and equipment. The tracking technology is an alternative solution to reduce dangerous high-speed pursuits.

Increase grant revenues - General Fund	002	3330110003		44,887
Increase M&O expenditures - Police	031	5320000640	44,887	

	Department		Code	Rev	Exp	FB
GGA-7	General Fund	STOP Violence Against Women Grant	002A	40,135		
GGA-7	Police	STOP Violence Against Women Grant	031A		40,135	

The Police department was awarded a \$40,135 grant from the STOP (Services, Training, Officers, and Prosecutors) Violence Against Women Program. This is an annual award that is managed by the Police department for regional law enforcement agencies in collaboration with victim services and prosecutors who utilize the grant funding to supplement their efforts as a combined team. Grant funds will support the community in developing comprehensive and collaborative strategies to address domestic violence, sexual assault, dating violence, and/or stalking, while holding offenders accountable for their crimes.

Increase grant revenues - General Fund	002	3331657001		40,135
Increase M&O expenditures - Police	031	5920000520	40,135	

	Department		Code	Rev	Exp	FB
GGA-8	Comm & Eng	Communication & Engagement Professional Services	018A		10,000	
GGA-8	Non-Departmental	Communication & Engagement Professional Services	009A			(10,000)

This amendment proposes to increase Communication and Engagement's expenditure budget by \$10,000 for a professional services contract to assist the department with special projects while employees are on extended leave.

Increase M&O expenditures - Communications and Engagement	018	5100000410	10,000	
Decrease ending fund balance - Non-Departmental	009	5980000490		10,000

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	Department		Code	Rev	Exp	FB
GGA-9	Emergency Management	Emergency Management Purchases	030A		24,445	
GGA-9	Non-Departmental	Emergency Management Purchases	009A			(24,445)

This amendment proposes to increase Emergency Management's budget by \$24,445 for the following activities:
 --purchase a conex container to store Community Emergency Response Team (CERT) and Auxiliary Communication Service (ACS) equipment along with other emergency management supplies
 --Alertsense annual subscription costs
 --Ricoh annual lease costs

Increase M&O expenditures - Emergency Management	030	5100000310	9,645	
Increase M&O expenditures - Emergency Management	030	5100000410	13,300	
Increase M&O expenditures - Emergency Management	030	5100000450	1,500	
Decrease ending fund balance - Non-Departmental	009	5980000490		24,445

	Department		Code	Rev	Exp	FB
GGA-10	Non-Departmental	Street-Level Issues Flex Fund	009A		60,000	(60,000)

This amendment proposes to add \$60,000 to the street-level issues flex funds to continue addressing encampment clean-up needs outside of regular work conducted by Public Works staff. See also GGR-12.

Increase M&O expenditures - Non-Departmental	009	5000900410	60,000	
Decrease ending fund balance - Non-Departmental	009	5984900000		60,000

	Department		Code	Rev	Exp	FB
GGA-11	Street Improvement	Overlay and Street Projects	119A	453,220	453,220	

This amendment proposes to transfer the unspent balance from the Everett Mall Way - 4th Avenue to East Mall Drive Intersection Safety project to the Street Improvement Fund. These funds will be used for arterial street projects, sidewalk replacements, parking improvements, non-motorized improvements, traffic signal projects, capital project grant matching funds, and the overlay program. See also GGR-13.

Increase transfers in revenues - Street Improvement Fund	119	3970000303		453,220
Increase M&O expenditures - Street Improvement Fund	119	5612002953650		

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	Department	Code	Rev	Exp	FB
NGR-1	CIP-4	CIP-4 - Waits Motel	162R	187,410	187,410
<p>On December 13, 2023, Council authorized the appropriation of \$260,349 in CIP-4 to fund a contract with Common Street to facilitate the relocation of individuals living in the Waits Motel. As of December 31, 2023, \$72,938.91 had been spent on that effort. This reappropriation proposes to carry forward the balance to complete the relocation in 2024.</p>					
Increase M&O expenditures - CIP-4			162 5625990410	187,410	
Increase beginning fund balance - CIP-4			162 3080062000		187,410

	Department	Code	Rev	Exp	FB
NGR-2	Gen Gov't Special Projects	Everett Forward Grants 1 & 2	155R	579,942	579,942
<p>The City established two rounds of small business grants to support recovery from the COVID-19 pandemic. There was a total of \$579,942 remaining as of December 31, 2023 --\$93,252 from EFG 1 and \$486,690 from EFG 2. This reappropriation proposes to carry forward the unspent funds to complete the programs in 2024.</p>					
Increase Everett Forward Grant 1 expenditures - Gen Gov't Special Projects			155 5312901412	93,252	
Increase Everett Forward Grant 2 expenditures - Gen Gov't Special Projects			155 5312902412	486,690	
Increase beginning fund balance - Gen Gov't Special Projects			155 3080000310		579,942

	Department	Code	Rev	Exp	FB
NGR-3	Gen Gov't Special Projects	COVID Relief Programs	155R	10,176,024	10,176,024
<p>The City established the COVID Relief Program in 2023. The source of funding was resources made available in the General Fund by using ARPA funding to pay a portion of the 2023 Police and Fire labor costs. The programs submitted for reappropriation (below) were approved by Council Resolution or supplier contracts.</p>					
Increase Pallet Shelters			155 5325110410	2,485,647	
Increase Clean Everett			155 5325120410	516,397	
Increase Chart 2.0 Behavioral Health Program			155 5325130410	809,340	
Increase Public Restroom			155 5325140550	750,000	
Increase Daytime Service Access/Shelter			155 5325150410	2,000,000	
Increase Mental Health Professionals - Fire/Library			155 5325160550	1,222,404	
Increase Human Needs Grant			155 5325170410	100,000	
Increase EPIC Bridge Design			155 5325180410	373,155	
Increase Property Room Relocation			155 5325190550	300,000	
Increase Fire Training Facility Design			155 5325200550	170,000	
Increase Inventory and Tree Planting			155 5325220410	143,086	
Increase Digital Permit Accelerator			155 5325230550	155,995	
Increase South Everett WHEB Triagle			155 5325240410	200,000	
Increase Council Recovery Grants			155 5325307410/01410	700,000	
Increase Staff Support for ARPA Fund Management			155 5325310550	250,000	
Increase Beginning Fund Balance - COVID Recovery			155 3080000325		10,176,024

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	Department	Code	Rev	Exp	FB
NGR-4	CIP-1	CIP-1 General Gov't Capital Projects	162R	500,000	500,000
This reappropriation proposes to carry forward funds for capital projects originally approved by Council in 2023, but were not completed by December 31, 2023. \$ 280,000 Police South Precinct Restroom & Locker Remodel \$ 80,000 Everett Performance Art Center Masonry Seal & Paint \$ 140,000 Main Library Building Envelope Repairs & Fittings					
Increase beginning fund balance - CIP-1			162	3080050000	500,000
Increase M&O expenditures - CIP-1			162	5500000550	500,000

	Department	Code	Rev	Exp	FB
NGR-5	CIP-4	CIP-4 - Stadium Consultation	162R	49,988	49,988
In 2023, the City engaged a consultant to assist with management of the Stadium project. As of December 31, 2023, \$12.15 had been spent on that effort. This reappropriation proposes to carry forward the balance to complete the consulting work in 2024.					
Increase M&O expenditures - CIP-4			162	5625290410	49,988
Increase beginning fund balance - CIP-4			162	3080062000	49,988

	Department	Code	Rev	Exp	FB
NGR-6	CIP-3	CIP-3 Parks Projects	154R	1,288,500	1,288,500
This reappropriation proposes to carry forward CIP 3 funds for the following Council approved parks projects that were not completed by December 31, 2023: \$ 80,000 Edgewater Park Renovation \$ 700,000 Wiggums Hollow Park Playground \$ 120,000 Professional Services - 5 Restrooms \$ 385,000 Phil Johnson Park Playground \$ 35,000 Walter E. Hall Community Amenities					
Increase beginning fund balance - CIP-3			154	3080000000	1,288,500
Increase M&O expenditures - CIP-3			154	5354010550	1,288,500

**2024
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	Department		Code	Rev	Exp	FB
NGR-7	Self-Insurance Fund	Insurance Premiums	503R	48,185	48,185	

The Snohomish County PUD invoices the City annually for its share of the property and liability insurance premiums for the Culmback Dam. The City did not receive an invoice or make payment in 2023 for these premiums until 2024. This reappropriation proposes to carry forward the unspent 2023 premiums to the 2024 budget.

Increase beginning fund balance - Self-Insurance Fund	503	3080000502		48,185
Increase M&O expenditures - Self-Insurance Fund	503	5502000460		

	Department		Code	Rev	Exp	FB
NGR-8	Motor Vehicle	Fuel Infrastructure Upgrades and Refurbishment	501R	600,000	600,000	

The City owns and maintains 10 fueling sites of varying ages and conditions - Fire Stations 1 through 6, Service Center, Kasch Park, Legion Golf Course, Walter E. Hall Golf Course, and the Water Filtration Station. In 2019, the City's Motor Vehicle Division (MVD) contracted with an outside expert to conduct a site evaluation of all 10 fueling sites. This generated a report with estimated upgrades, repairs, and refurbishments each site would require to be brought back to good material condition. This reappropriation proposes to carry forward the Non-General Government's share of costs to upgrade and refurbish fueling sites and upgrade the fueling data management system. See also GGR-2.

Increase M&O expenditures - Motor Vehicle	501	5500600650	600,000	
Increase transfers in - Motor Vehicle from Non-Departmental	501	3970006009		95,442
Increase transfers in - Motor Vehicle from EMS	501	3970006153		2,892
Increase transfers in - Motor Vehicle from CHIP	501	3970006197		8
Increase transfers in - Motor Vehicle from CDBG	501	3970006198		8
Increase transfers in - Motor Vehicle from Utilities	501	3970006401		95,016
Increase transfers in - Motor Vehicle from Transit	501	3970006425		216,456
Increase transfers in - Motor Vehicle from Golf	501	3970006440		20
Increase transfers in - Motor Vehicle from Telecommunications	501	3970006507		158
Increase beginning fund balance - Motor Vehicle	501	3XXXXXXX		190,000

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGR-9	Veh/Equip Repl	Vehicle Replacements	126R	4,847,521	4,847,521	

This reappropriation proposes to carry forward funds for vehicles scheduled for replacement in 2023, but not received by December 31, 2023.

Engineering and Public Services – Replace vehicles J0087, V0113, and V0176
 Police - Replace vehicles P0377, P0316, P0437, P0323, P0374, P0380, P0387, P0388, P0390, and P0395
 Fire - Replace vehicles J0059, V0157, J0064, and J0069
 Facilities and Property Management - Replace vehicle M0042
 Parks and Community Services - Replace vehicle S0110
 Streets - Replace vehicles J0093, N0008, N0011, N0017, N0030, and V0180

Increase beginning fund balance - MVD	126	3080000000		4,847,521
Increase vehicle expenditures - Engineering and Public Services	126	5200024640	145,167	
Increase vehicle expenditures - Police	126	5200031640	536,976	
Increase vehicle expenditures - Fire	126	5200032640	3,694,085	
Increase vehicle expenditures - Facilities and Property Management	126	5200038640	36,293	
Increase vehicle expenditures - Parks and Community Services	126	5200101640	150,000	
Increase vehicle expenditures - Streets	126	5200120640	285,000	

	Department		Code	Rev	Exp	FB
NGR-10	Gen Gov't Special Projects	Behavioral Health Case Management	155R	70,166	70,166	

The City was awarded a \$250,000 grant from the Snohomish County Office of Resilience and Recovery to increase case management support to vulnerable unsheltered residents whose mental health and access to services have been negatively affected due to the pandemic. This project added a full-time Case Management Coordinator position at the City and provided funds to contract with additional community service-based case managers. Council approved this contract at the October 5, 2022, Council meeting. This reappropriation proposes to carry forward unspent grant funds in the amount of \$70,166.

Increase grant revenues - General Govt Special Projects	155	3332100360		70,166
Increase M&O expenditures - General Govt Special Projects	155	5360360410	70,166	

	Department		Code	Rev	Exp	FB
NGR-11	Gen Gov't Special Projects	AWC Grant	155R	58,000	58,000	

This reappropriation proposes to carry forward \$58,000 in unspent grant funds from the Association of Washington Cities (AWC) to provide labor support for the Community Support Manager position. The Community Support Manager manages Community Support Division staff and works with Police department, Fire/EMS, and Library leadership to provide planning, direction, and coordination of staff, assistance in hiring, as well as provide guidance to mental health professionals, case managers, and community support team members. Additionally, this position represents the City in local, state, and federal programs and initiatives that further the City's behavioral health response. See also GGR-3.

Increase grant revenues - Gen Gov't Special Projects	155	3370010365		58,000
Increase M&O expenditures - Gen Gov't Special Projects	155	5365000550	58,000	

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGR-12	Criminal Justice	Automated Traffic Safety Camera Program	156R	59,478	59,478	
NGR-12	IT Reserve	Automated Traffic Safety Camera Program	505R	59,478	59,478	

Council adopted Ordinance 3106-08 that authorized the use of automated traffic safety cameras to detect and record the image of stoplight violations. The implementation of these cameras is projected to increase customer interaction with Municipal Court. Phone calls, payments, hearings, processing of photo enforcement tickets, and foot traffic will substantially increase. This reappropriation proposes to carry forward \$59,478 to continue the implement of nCourt, OCourt, and Laserfiche systems that will be used to process and store court files and documents electronically, as well as provide an option for online payments.

Increase charges for services revenues - Criminal Justice Fund 156	156	3531000410		59,478
Increase M&O expenditures - Criminal Justice Fund 156	156	5000410910	59,478	
Increase M&O expenditures - Information Technology Reserve Fund 505	505	5140215350	59,478	
Increase charges for services revenues - Information Technology Reserve Fund 505	505	3488040215		59,478

	Department		Code	Rev	Exp	FB
NGR-13	Criminal Justice	Downtown Security Grant	156R	133,080	133,080	

In 2023, Snohomish County provided the City of Everett \$187,500 of American Rescue Plan Act (ARPA) grant funds to be used for increased security in the greater downtown area, which has been negatively impacted by the COVID-19 pandemic. Increased patrols will be emphasized around emergency and cold weather shelters within downtown Everett that have additional security needs as well other high impact areas. The grant supports approximately six months of security services, beginning in August 2023. This reappropriation proposes to carry forward unspent grant funds in the amount of \$133,080.

Increase grant revenues - Criminal Justice Fund	156	3332100801		133,080
Increase M&O expenditures - Criminal Justice Fund	156	5801000410	133,080	

	Department		Code	Rev	Exp	FB
NGR-14	IT Reserve	IT Projects	505R	385,040	385,040	

This reappropriation proposes to carry forward \$385,040 of the Information Technology Reserve budget to complete the following IT projects:
 --Serverless printing
 --Court digital transformation
 --Cayenta upgrade
 --Fuel infrastructure upgrades

Increase beginning fund balance - Information Technology Reserve Fund	505	3080040000		385,040
Increase M&O expenditures - Information Technology Reserve Fund	505	5140214492	30,000	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140215350	46,910	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140213410	194,130	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140212410	35,000	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140212492	20,000	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140212640	59,000	

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGR-15	Real Property Reserve	Stadium SEPA and Project Management	145R	1,137,186	1,137,186	

In 2023, Council authorized the appropriation of \$1,151,821 in Real Property Reserve Fund 145 to pay for the professional services agreements with Shiels Oblatz Johnsen, Inc (SOJ) and Environmental Science Associates (ESA) for consulting services relating to the proposed stadium project and SEPA review. As of December 31, 2023, \$14,634.76 had been spent. This reappropriation proposes to carry forward the balance to the 2024 budget.

Increase beginning fund balance - Real Property Reserve Fund	145	3080000000		1,137,186
Increase M&O expenditures - Real Property Reserve Fund	145	5626000943410	1,137,186	

	Department		Code	Rev	Exp	FB
NGR-16	Real Property Fund	Street & Alley Vacation funded projects	145R	350,000	350,000	

This reappropriation proposes to carry forward Street & Alley Vacation funds for projects previously approved by Council, but not completed by December 31, 2023.

Ordinance 3739-20 approved a total of \$1,190,000 for the projects listed below. \$400,000 was transferred to the capital project fund in 2020 and \$690,000 in 2023. The balance of \$100,000 is expected to be transferred in 2024.

- Sidewalk at 16th and Chestnut
- Sidewalk on 18th Street between Maple and Jackson Park
- Upgrades on Peck's Drive at the intersection of Cady Road and East Drive
- Pedestrian access from Interurban Trail to YMCA

Ordinance 3886-22 approved a total of \$250,000 for the Silver Lake Trail. The balance of \$250,000 is expected to be transferred in 2024.

Increase beginning fund balance - Real Property Fund	145	3080000010		350,000
Increase transfers out - Real Property Fund	145	5626000010550	350,000	

	Department		Code	Rev	Exp	FB
NGR-17	Criminal Justice	FY22 JAG Grant	156R	6,977	6,977	

In 2022, the Police department was awarded \$37,989 from the Edward Byrne Memorial Justice Assistant Grant (JAG) Program. The award is for the purchase of a digital intelligence forensic imager and ballistic shields used for protection of officers. This reappropriation proposes to carry forward unspent grant funds and interest earnings in the amount of \$6,977.

Increase beginning fund balance - Criminal Justice Fund	156	3XXXXXXXXX		6,977
Increase M&O expenditures - Criminal Justice Fund	156	5730000350	6,977	

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGR-18	Criminal Justice	Therapeutic Court Grants	156R	193,913	193,913	

This reappropriation proposes to carry forward \$193,913 in grant awards (grant number IAA24237) obtained from the Washington State Administrative Office of the Courts (AOC) to support the Therapeutic Court - Substance Use Disorder Program. Grant funds are intended to be used to identify individuals with substance use disorder or other behavioral health needs and engage those individuals with community-based therapeutic interventions.

Increase grant revenues - Criminal Justice Fund	156	3340120802		193,913
Increase M&O expenditures - Criminal Justice Fund	156	5802000410	193,913	

	Department		Code	Rev	Exp	FB
NGA-1	CIP 4	CIP 4 - Waits Motel Purchase	162A		1,850,000	(1,850,000)

On January 10, 2024, City Council approved a purchase agreement for the Waits Motel in the amount of \$1,850,000. This amendment will provide the budget authority for that purchase.

Increase M&O expenditures - CIP-4	162	5625990610	1,850,000	
Decrease ending fund balance - CIP-4	162	5620999490		1,850,000

	Department		Code	Rev	Exp	FB
NGA-2	CIP-4	CIP 4 - Waits Motel Demolition	162A		350,000	(350,000)

This amendment will fund the demolition of the Waits Motel and removal of contaminated material.

Increase M&O expenditures - CIP-4	162	5625990610	350,000	
Decrease ending fund balance - CIP-4	162	5620999490		350,000

	Department		Code	Rev	Exp	FB
NGA-3	CIP-4	CIP 4 - Waits Motel Relocation Costs	162A		50,000	(50,000)

The City will incur costs associated with relocating individuals occupying the Waits Motel, including moving fees, rental assistance, and other services. The total is expected not to exceed \$50,000. This amendment will provide the budget authority to fund those costs.

Increase M&O expenditures - CIP-4	162	5625990494	50,000	
Decrease ending fund balance - CIP-4	162	5620999490		50,000

**2024
Budget Adjustments
Tally Sheet**

	Department	Code	Rev	Exp	FB
NGA-4	Gen Gov't Special Projects	COVID Recovery Program	155A	2,150,000	(2,150,000)

Council Resolution No. 7919 approved three new COVID Recovery programs: Housing Hope Childcare with Workforce Development, Everett Community College Early Learning Center, and Compass Health Intensive Behavioral Health Care Services. This amendment will establish the budget authority for those programs.

Increase Housing Hope Childcare with Workforce Development	155	5XXXXXXXXX	1,000,000	
Increase Everett Community College Early Learning Center	155	5XXXXXXXXX	150,000	
Increase Compass Health Intensive Behavioral Healthcare Services	155	5XXXXXXXXX	1,000,000	
Decrease ending fund balance - Gen Gov't Special Projects	155	5XXXXXXXXX		2,150,000

	Department	Code	Rev	Exp	FB
NGA-5	CIP-3	CIP-3 Parks Projects	154A	821,000	(821,000)

This amendment increases the CIP 3 expenditure budget for the following projects:
 \$ 150,000 Loganberry Lane Wayfinding and Trail Development as approved by Ordinance 3987-23
 \$ 250,000 Forest Park Pickleball Court as approved by Ordinance 4003-24
 \$ 336,000 Kiwanis Playground Replacement as approved by Ordinance 4004-24
 \$ 85,000 Larimer Road Barn Demolition as approved by Ordinance 4005-24

Increase CIP 3 transfers out - Parks Projects	154	5354010550	821,000	
Decrease ending fund balance - CIP 3	154	5990000490		821,000

	Department	Code	Rev	Exp	FB
NGA-6	CIP-3	CIP-3 Streets Projects	154A	600,000	(600,000)

This amendment proposes to appropriate \$600,000 to support 2024 annual street overlay projects.

Increase transfers out - CIP-3	154	5119001550	600,000	
Decrease ending fund balance - CIP 3	154	5990000490		600,000

	Department	Code	Rev	Exp	FB
NGA-7	Library Reserve	Library Books and Operating Supplies	152A	2,250	

The Library Reserve received \$2,250 in donations. This amendment will appropriate the donations to spend on library books and operating supplies.

Increase beginning fund balance - Library Reserve Fund	152	3080000000		2,250
Increase M&O expenditures - Library Reserve Fund	152	5710000671	1,250	
Increase M&O expenditures - Library Reserve Fund	152	5710000310	1,000	

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-8	Library Reserve	0.60 FTE Librarian I	152A		63,058	(63,058)

In January 2023, the Bill and Melinda Gates Foundation donated \$100,000 to the Everett Public Library to support operational needs. This amendment proposes to transfer \$63,058 from the Library Reserve Fund to the Library Fund to support the addition of 0.60 FTE Librarian I in 2024.

Decrease ending fund balance - Library Reserve	152	5XXXXXXXXX		63,058
Increase M&O expenditures - Library Reserve	152	5XXXXXXXXX	63,058	

	Department		Code	Rev	Exp	FB
NGA-9	Dev/Const Permits	1.0 FTE Senior Engineer	130A		179,407	(179,407)

This amendment proposes to fund 1.0 FTE Senior Engineer in Engineering and Public Services department 024 to perform fire/life safety plan reviews for commercial and residential structures. Labor costs will be supported by development and construction permit fees.

Decrease ending fund balance - Development and Construction Permit Fees Fund	130	5XXXXXXXXX		179,407
Increase M&O expenditures - Development and Construction Permit Fees Fund	130	5XXXXXXXXX	179,407	

	Department		Code	Rev	Exp	FB
NGA-10	Criminal Justice	Automated Traffic Safety Camera Program	156A	1,211,779	491,727	720,052

This amendment proposes to appropriate funds for the deployment of the Automated Traffic Safety Camera Program. The City anticipates receiving \$1.2 million in revenues. That funding will be used to support all the related costs including professional services and staffing costs.

Increase charges for services revenues - Criminal Justice Fund	156	3531000410		1,211,779
Increase M&O expenditures - Criminal Justice Fund	156	5000410410	234,439	
Increase interfund professional services - Criminal Justice Fund	156	5000410910	257,288	
Increase ending fund balance - Criminal Justice Fund	156	5980410999		720,052

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-11	CDBG	CDBG City Projects	198A	750,000	750,000	
NGA-11	CIP-3	CDBG City Projects	154A	125,000	125,000	

This amendment proposes to increase annual HUD Entitlement Grant Fund revenues and expenditures by \$750,000 to reflect the funding needed to support City projects (approved under Resolution Nos. 7879 and 7987); with \$400,000 allocated to Transit for simme-seat installation at bus stops and \$350,000 allocated to Parks for pedestrian pathway improvements at Walter E. Hall Park. Expenses for City projects will be incurred within the department managing the project. Revenue to offset City expenses will pass through Fund 198 and transferred to appropriate departments. All funding used must benefit low/moderate income persons.

Increase grant revenues	198	3311421000		750,000
Increase transfers out - CIP-3	198	5970002550	350,000	
Increase transfers out - Everett Transit	198	5970001550	400,000	
Increase transfers in - CIP-3	154	3970000198		125,000
Increase construction expenditures - CIP-3	154	5354010550	125,000	

2024 BUDGET ADJUSTMENTS for Budget Amendment # 1

General Government Reappropriations

			Increase/(Decrease)			
	<u>Fund</u>	<u>Description</u>	<u>Beginning Fund Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
GGR-1	CPED	Mayor's Drug Crisis Taskforce	-	-	50,000	(50,000)
GGR-1	General Fund	Mayor's Drug Crisis Taskforce	50,000	-	-	50,000
GGR-2	Non-Departmental	Fuel Infrastructure Upgrades and Refurbishment	-	-	95,442	(95,442)
GGR-2	General Fund	Fuel Infrastructure Upgrades and Refurbishment	95,442	-	-	95,442
GGR-3	General Fund	Labor Reappropriations	16,709	124,540	-	141,249
GGR-3	Municipal Court	Labor Reappropriations	-	-	98,309	(98,309)
GGR-3	Finance	Labor Reappropriations	-	-	388	(388)
GGR-3	CPED	Labor Reappropriations	-	-	187,559	(187,559)
GGR-3	Emergency Management	Labor Reappropriations	-	-	5,195	(5,195)
GGR-4	Legal	Legal Contracted Services	-	-	4,570	(4,570)
GGR-4	General Fund	Legal Contracted Services	4,570	-	-	4,570
GGR-5	Legal	Supplemental Grant for Public Defense Training	-	-	4,567	(4,567)
GGR-5	General Fund	Supplemental Grant for Public Defense Training	4,567	-	-	4,567
GGR-6	Comm & Eng	Communication & Engagement Activities	-	-	2,837	(2,837)
GGR-6	General Fund	Communication & Engagement Activities	5,337	-	-	5,337
GGR-6	Non-Departmental	Communication & Engagement Activities	-	-	2,500	(2,500)
GGR-7	Human Resources	HR Microfiche Conversion	-	-	15,000	(15,000)
GGR-7	General Fund	HR Microfiche Conversion	15,000	-	-	15,000
GGR-8	Fire	Air Compressor for Fire Department	-	-	48,000	(48,000)
GGR-8	General Fund	Air Compressor for Fire Department	48,000	-	-	48,000
GGR-9	Library	Library Purchases	28,249	-	28,249	-
GGR-10	General Fund	Dept. of Commerce Grant - Periodic Updates	-	69,303	-	69,303
GGR-10	CPED	Dept. of Commerce Grant - Periodic Updates	-	-	69,303	(69,303)
GGR-11	Municipal Arts	Municipal Arts Grants and Events Support	130,000	-	130,000	-
GGR-12	General Fund	Street-Level Issues Flex Fund	40,000	-	-	40,000
GGR-12	Non-Departmental	Street-Level Issues Flex Fund	-	-	40,000	(40,000)
GGR-13	Street Improvement	Overlay and Street Projects	1,151,337	-	1,151,337	-
GGR-14	Police	Police SWAT Protective Gear	-	-	13,386	(13,386)
GGR-14	General Fund	Police SWAT Protective Gear	13,386	-	-	13,386
GGR-15	Police	Start-Up Costs for Additional Police FTEs	-	-	163,919	(163,919)
GGR-15	General Fund	Start-Up Costs for Additional Police FTEs	163,919	-	-	163,919
GGR-16	Police	Police Duty Weapon Supplies and Equipment	-	-	6,220	(6,220)
GGR-16	General Fund	Police Duty Weapon Supplies and Equipment	6,220	-	-	6,220
GGR-17	Police	Police SOG Helmets	-	-	5,534	(5,534)
GGR-17	General Fund	Police SOG Helmets	5,534	-	-	5,534
GGR-18	Police	Police Promotional Assessment Testing	-	-	17,035	(17,035)
GGR-18	General Fund	Police Promotional Assessment Testing	17,035	-	-	17,035
Total General Government Reappropriations			\$ 1,795,305	\$ 193,843	\$ 2,139,350	\$ (150,202)

2024 BUDGET ADJUSTMENTS for Budget Amendment # 1

General Government Amendments

General Government Amendments			Increase/(Decrease)							
	Fund	Description	Beginning Fund Balance		Revenues	Expenditures	Ending Fund Balance			
GGA-1	General Fund	Staffing Changes	\$	-	\$	370,155	\$	-	\$	370,155
GGA-1	Legal	Staffing Changes		-		-		167,278		(167,278)
GGA-1	Administration	Staffing Changes		-		-		17,623		(17,623)
GGA-1	Finance	Staffing Changes		-		-		133,930		(133,930)
GGA-1	IT	Staffing Changes		-		-		167,916		(167,916)
GGA-1	Engineering & Pub Svcs	Staffing Changes		-		-		179,407		(179,407)
GGA-1	Police	Staffing Changes		-		-		133,819		(133,819)
GGA-1	Facilities & Prop Mgmt	Staffing Changes		-		-		172,570		(172,570)
GGA-1	Library	Staffing Changes		-		63,058		63,058		-
GGA-2	Emergency Management	Emergency Management Day Laborer		-		-		12,653		(12,653)
GGA-3	Finance	Cayenta Upgrade and Accounting Assistance		-		-		66,178		(66,178)
GGA-4	Legal	FY2024-25 Indigent Defense Grant		-		-		45,000		(45,000)
GGA-4	General Fund	FY2024-25 Indigent Defense Grant		-		45,000		-		45,000
GGA-5	General Fund	Federal Financial Boating Grant		-		17,905		-		17,905
GGA-5	Police	Federal Financial Boating Grant		-		-		17,905		(17,905)
GGA-6	General Fund	Law Enforcement Pursuit Technology Grant		-		44,887		-		44,887
GGA-6	Police	Law Enforcement Pursuit Technology Grant		-		-		44,887		(44,887)
GGA-7	General Fund	STOP Violence Against Women Grant		-		40,135		-		40,135
GGA-7	Police	STOP Violence Against Women Grant		-		-		40,135		(40,135)
GGA-8	Comm & Eng	Communication & Engagement Professional Services		-		-		10,000		(10,000)
GGA-9	Emergency Management	Emergency Management Purchases		-		-		24,445		(24,445)
GGA-10	Non-Departmental	Street-Level Issues Flex Fund		-		-		60,000		(60,000)
GGA-11	Street Improvement	Overlay and Street Projects		-		453,220		453,220		-
Total General Government Amendments			\$	-	\$	1,034,360	\$	1,810,024	\$	(775,664)

2024 BUDGET ADJUSTMENTS for Budget Amendment # 1

Non-General Government Reappropriations

		Increase/(Decrease)			
		Beginning			Ending
Fund	Description	Fund Balance	Revenues	Expenditures	Fund Balance
NGR-1 CIP-4	CIP-4 - Waits Motel	\$ 187,410	\$ -	\$ 187,410	\$ -
NGR-2 Gen Gov't Special Projects	Everett Forward Grants 1 & 2	579,942	-	579,942	-
NGR-3 Gen Gov't Special Projects	COVID Relief Programs	10,176,024	-	10,176,024	-
NGR-4 CIP-1	CIP-1 General Gov't Capital Projects	500,000	-	500,000	-
NGR-5 CIP-4	CIP-4 - Stadium Consultation	49,988	-	49,988	-
NGR-6 CIP-3	CIP-3 Parks Projects	1,288,500	-	1,288,500	-
NGR-7 Self-Insurance Fund	Insurance Premiums	48,185	-	48,185	-
NGR-8 Motor Vehicle	Fuel Infrastructure Upgrades and Refurbishment	600,000	-	600,000	-
NGR-9 Veh/Equip Repl	Vehicle Replacements	4,847,521	-	4,847,521	-
NGR-10 Gen Gov't Special Projects	Behavioral Health Case Management	-	70,166	70,166	-
NGR-11 Gen Gov't Special Projects	AWC Grant	-	58,000	58,000	-
NGR-12 Criminal Justice	Automated Traffic Safety Camera Program	-	59,478	59,478	-
NGR-12 IT Reserve	Automated Traffic Safety Camera Program	-	59,478	59,478	-
NGR-13 Criminal Justice	Downtown Security Grant	-	133,080	133,080	-
NGR-14 IT Reserve	IT Projects	385,040	-	385,040	-
NGR-15 Real Property Reserve	Stadium SEPA and Project Management	1,137,186	-	1,137,186	-
NGR-16 Real Property Fund	Street & Alley Vacation funded projects	350,000	-	350,000	-
NGR-17 Criminal Justice	FY22 JAG Grant	6,977	-	6,977	-
NGR-18 Criminal Justice	Therapeutic Court Grants	-	193,913	193,913	-
Total Non-General Government Reappropriations		\$ 20,156,773	\$ 574,115	\$ 20,730,888	\$ -

2024 BUDGET ADJUSTMENTS for Budget Amendment # 1

Non-General Government Amendments

		Increase/(Decrease)				
Fund	Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance	
NGA-1 CIP 4	CIP 4 - Waits Motel Purchase	\$ -	\$ -	\$ 1,850,000	\$ (1,850,000)	
NGA-2 CIP-4	CIP 4 - Waits Motel Demolition	\$ -	\$ -	\$ 350,000	\$ (350,000)	
NGA-3 CIP-4	CIP 4 - Waits Motel Relocation Costs	\$ -	\$ -	\$ 50,000	\$ (50,000)	
NGA-4 Gen Gov't Special Projects	COVID Recovery Program	\$ -	\$ -	\$ 2,150,000	\$ (2,150,000)	
NGA-5 CIP-3	CIP-3 Parks Projects	\$ -	\$ -	\$ 821,000	\$ (821,000)	
NGA-6 CIP-3	CIP-3 Streets Projects	\$ -	\$ -	\$ 600,000	\$ (600,000)	
NGA-7 Library Reserve	Library Books and Operating Supplies	\$ 2,250	\$ -	\$ 2,250	\$ -	
NGA-8 Library Reserve	0.60 FTE Librarian I	\$ -	\$ -	\$ 63,058	\$ (63,058)	
NGA-9 Dev/Const Permits	1.0 FTE Senior Engineer	\$ -	\$ -	\$ 179,407	\$ (179,407)	
NGA-10 Criminal Justice	Automated Traffic Safety Camera Program	\$ -	\$ 1,211,779	\$ 491,727	\$ 720,052	
NGA-11 CDBG	CDBG City Projects	\$ -	\$ 750,000	\$ 750,000	\$ -	
NGA-11 CIP-3	CDBG City Projects	\$ -	\$ 125,000	\$ 125,000	\$ -	
Total Non-General Government Amendments		\$ 2,250	\$ 2,086,779	\$ 7,432,442	\$ (5,343,413)	
TOTAL		\$ 21,954,328	\$ 3,889,097	\$ 32,112,704	\$ (6,269,279)	

2024 Proposed Budget Amendment #1

Finance Department

April 10, 2024



2024 Proposed Budget Amendment #1

	General Government	Non-General Government	Total
Reappropriations	\$ 2,139,350	\$ 20,730,888	\$ 22,870,238
Amendments	1,810,024	7,432,442	9,242,466
Total	\$ 3,949,374	\$ 28,163,330	\$ 32,112,704



General Government Proposed Reappropriations

Department	Purpose	Expenditure
CPED	Mayor's Drug Crisis Taskforce	\$ 50,000
Non-Departmental	Fuel Infrastructure Upgrades & Refurbishment	95,442
Multiple	Labor Reappropriations	291,451
Legal	Legal Contracted Services	4,570
Legal	Supplemental Grant for Public Defense Training	4,567

General Government Proposed Reappropriations

Department	Purpose	Expenditure
Multiple	Communication & Engagement Activities	\$ 5,337
Human Resources	Microfiche Conversion	15,000
Fire	Air Compressor	48,000
Library	Library Purchases	28,249
CPED	Dept. of Commerce Grant – Periodic Updates	69,303



General Government Proposed Reappropriations

Department	Purpose	Expenditure
Municipal Arts	Municipal Arts Grants & Events Support	\$ 130,000
Non-Departmental	Street-Level Issues Flex Fund	40,000
Street Improvement	Overlay & Street Projects	1,151,337
Police	SWAT Protective Gear	13,386
Police	Start-Up Costs for Additional FTEs	163,919
Police	Duty Weapon Supplies & Equipment	6,220



General Government Proposed Reappropriations

Department	Purpose	Expenditure
Police	Special Operations Group (SOG) Helmets	\$ 5,534
Police	Promotional Assessment Testing	17,035



General Government Proposed Amendments

Department	Purpose	Expenditure
Multiple	Staffing Changes	\$ 1,035,601
Emergency Mgmt.	Emergency Management Day Laborer	12,653
Finance	Cayenta Upgrade & Accounting Assistance	66,178
Legal	FY2024-25 Indigent Defense Grant	45,000
Police	Federal Financial Boating Grant	17,905



General Government Proposed Amendments

Department	Purpose	Expenditure
Police	Law Enforcement Pursuit Technology Grant	\$ 44,887
Police	STOP Violence Against Women Grant	40,135
Comm & Eng.	Communication & Engagement Professional Services	10,000
Emergency Mgmt.	Emergency Management Purchases	24,445
Non-Departmental	Street-Level Issues Flex Fund	60,000



General Government Proposed Amendments

Department	Purpose	Expenditure
Street Improvement	Overlay & Street Projects	\$ 453,220



Non-General Government Proposed Reappropriations

Fund	Purpose	Expenditure
CIP-4	Waits Motel	\$ 187,410
Gen Gov't Special Projects	Everett Forward Grants 1 & 2	579,942
Gen Gov't Special Projects	Reappropriate COVID Relief Program funding for: <ul style="list-style-type: none"> Pallet Shelters \$ 2,485,647 Clean Everett 516,397 Chart 2.0 809,340 	10,176,024

Non-General Government Proposed Reappropriations

Fund	Purpose	Expenditure
Gen Gov't Special Projects	• Public Restroom	\$ 750,000
	• Daytime Shelter	2,000,000
	• Mental Health Professionals	
	- Fire and Library	1,222,404
	• Human Needs Grants	100,000
	• EPIC Bridge Design	373,155
	• Property Room Relocation	300,000
	• Fire Training Facility Design	170,000
	• Inventory & Tree Planting	143,086
	• Digital Permit Accelerator	155,995
		10,176,024



Non-General Government Proposed Reappropriations

Fund	Purpose	Expenditure
Gen Gov't Special Projects	<ul style="list-style-type: none"> WHEB Triangle \$ 200,000 Council Recovery Grants 700,000 Staff Support for ARPA Fund Management <u>250,000</u> Total \$ 10,176,024 	\$ 10,176,024
CIP-1	General Government Capital Projects	500,000
CIP-3	Parks Projects	1,288,500
CIP-4	Stadium Consultant	49,988

Non-General Government Proposed Reappropriations

Fund	Purpose	Expenditure
Self-Insurance	Insurance Premiums	\$ 48,185
Motor Vehicle	Fuel Infrastructure Upgrades & Refurbishment	600,000
Vehicle/Equip. Replacement	Vehicle Replacements	4,847,521
Gen Gov't Special Projects	Behavioral Health Case Management	70,166

Non-General Government Proposed Reappropriations

Fund	Purpose	Expenditure
Gen Gov't Special Projects	AWC Grant	\$ 58,000
Multiple	Automated Traffic Safety Camera Program	118,956
Criminal Justice	Downtown Security Grant	133,080
IT Reserve	IT Projects	385,040
Real Property Reserve	Stadium SEPA & Project Management	1,137,186



Non-General Government Proposed Reappropriations

Fund	Purpose	Expenditure
Real Property Reserve	Street & Alley Vacation Funded Projects	\$ 350,000
Criminal Justice	FY22 JAG Grant	6,977
Criminal Justice	Therapeutic Court Grant	193,913



Non-General Government Proposed Amendments

Fund	Purpose	Expenditure
CIP-4	Waits Motel Purchase	\$ 1,850,000
CIP-4	Waits Motel Demolition	350,000
CIP-4	Waits Motel Relocation Costs	50,000
Gen Gov't Special Projects	Allocate COVID Recovery Program funds for: <ul style="list-style-type: none">• Housing Hope Childcare with Workforce Development• Everett Community College Early Learning Center• Compass Health Intensive Behavioral Healthcare Services	2,150,000



Non-General Government Proposed Amendments

Fund	Purpose	Expenditure
CIP-3	Parks Projects	\$ 821,000
CIP-3	Streets Projects	600,000
Library Reserve	Library Books & Operating Supplies	2,250
Library Reserve	0.60 FTE Librarian I	63,058
Dev/Const. Permits	1.0 FTE Senior Engineer	179,407



Non-General Government Proposed Amendments

Fund	Purpose	Expenditure
Criminal Justice	Automated Traffic Safety Camera Program	\$ 491,727
Multiple	CDBG City Projects	875,000



QUESTIONS/COMMENTS?





Est. WASHINGTON 1893

PROCLAMATION

WHEREAS, the tradition of Booker T. Washington's Negro Health Week has historically spotlighted health disparities in the Black community, fostering advocacy and education;

And, holistic well-being, encompassing physical, mental, emotional, and social health, is a priority for all communities;

And, addressing health disparities in Washington State, especially within the Black community, calls for initiatives that are both inclusive and resource-conscious;

And, a community-driven approach, focusing on leveraging existing resources and capacities, is essential for the effective implementation of Black Wellness Week;

NOW, THEREFORE, I, **Cassie Franklin**, Mayor of the City of Everett, do hereby proclaim April 15, 2024 through April 19, 2024, as

"Black Wellness Week"

Dated this 26th day of February, 2024.

Cassie Franklin, Mayor



2024 Proposed Budget Amendment #1

Finance Department

April 10, 2024



2024 Proposed Budget Amendment #1

	General Government	Non-General Government	Total
Reappropriations	\$ 2,139,350	\$ 20,730,888	\$ 22,870,238
Amendments	1,810,024	7,432,442	9,242,466
Total	\$ 3,949,374	\$ 28,163,330	\$ 32,112,704



General Government Proposed Reappropriations

Department	Purpose	Expenditure
CPED	Mayor's Drug Crisis Taskforce	\$ 50,000
Non-Departmental	Fuel Infrastructure Upgrades & Refurbishment	95,442
Multiple	Labor Reappropriations	291,451
Legal	Legal Contracted Services	4,570
Legal	Supplemental Grant for Public Defense Training	4,567

General Government Proposed Reappropriations

Department	Purpose	Expenditure
Multiple	Communication & Engagement Activities	\$ 5,337
Human Resources	Microfiche Conversion	15,000
Fire	Air Compressor	48,000
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Fund	Purpose	Expenditure
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Non-General Government Proposed Amendments

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Multiple	CDBG City Projects	875,000



QUESTIONS/COMMENTS?



City of Everett Levy Lid Lift Briefing

April 10, 2024

Discussion Topics

- General Government Budget History
 - Budget reductions - ongoing
 - Budget increases - ongoing
 - Internal decisions- responding to service demands
 - External growth drivers



Key Deficit Reduction Measures 2014-2023

	Estimated Annual Savings
New High Deductible Health Plan	2024 Funding Rates: HMA Legacy \$2,008 vs CDHP \$1,264
Vera Clinic (2022 data)	\$820,000 - ROI 164%
Health benefit premium share for City staff 2024	\$1,600,000
Voluntary Separation Programs 2019 & 2020	Initial year savings estimate: 2019-\$1,580,000; 2020-\$1,750,000
Public-private & interagency partnerships	Sr. Center - \$470,000 Jetty Island - \$120,000 4th of July parade - \$17,000 Flower programs - \$325,000



Key Deficit Reduction Measures 2014-2023

	Estimated Annual Savings
Service reductions	Silverlake Lifeguards & Bookmobile - \$250,000
Recreation programs elimination (net)	\$750,000
Swim Center closure (net)	\$500,000
Solicitation of ideas from staff and community	\$285,000
General M&O increase elimination	Varied - average annual savings approximately \$160,000



Key Deficit Reduction Measures 2014-2023

	Estimated Annual Income
Utility tax increases	\$5,600,000
Align service fees with peer cities	\$300,000
Implement annual renewals for business licenses	\$870,000
add false alarm, fire inspection, and credit card service fees	\$400,000
\$20 car tabs	\$1,600,000
Add Animal Shelter fundraising position	\$450,000
Implement Ground Emergency Medical Transport reimbursement program (GEMT)	\$1,200,000



Key Deficit Increases 2014-2024

Service Demand Response

	New FTEs	Annual Cost
Service Area	2014 - 2024	2024
Public Safety	26.0	\$ 4,421,395
Homelessness, Behavioral Health, Substance Use, Encampment Cleanups	12.5	1,785,625
Economic Development, Planning, & Permitting	9.8	1,478,410
Communications & Engagement	3.2	449,290
Staff Support for growth (IT, HR, Finance, Engineering)	15.6	\$ 2,085,916
New FTEs 2014 - 2024	67.04	\$ 10,220,636
FTE Eliminations	40.59	
Net New FTEs 2014 - 2024	26.45	

Key Deficit Increases 2014-2024

Internal operational decisions with ongoing impacts

Maintenance & Operations (M&O) Changes

	Estimated Annual Cost
PFD Debt Support	\$800,000
Filelocal tax & license consortium	\$47,000
Clare's Place support agreement	\$200,000
Security Guard Services-Library	\$262,000
New software & technology investments - ongoing maintenance	\$860,000



Key Deficit Increases 2014-2024

Internal operational decisions with ongoing impacts

Maintenance & Operations (M&O) Changes

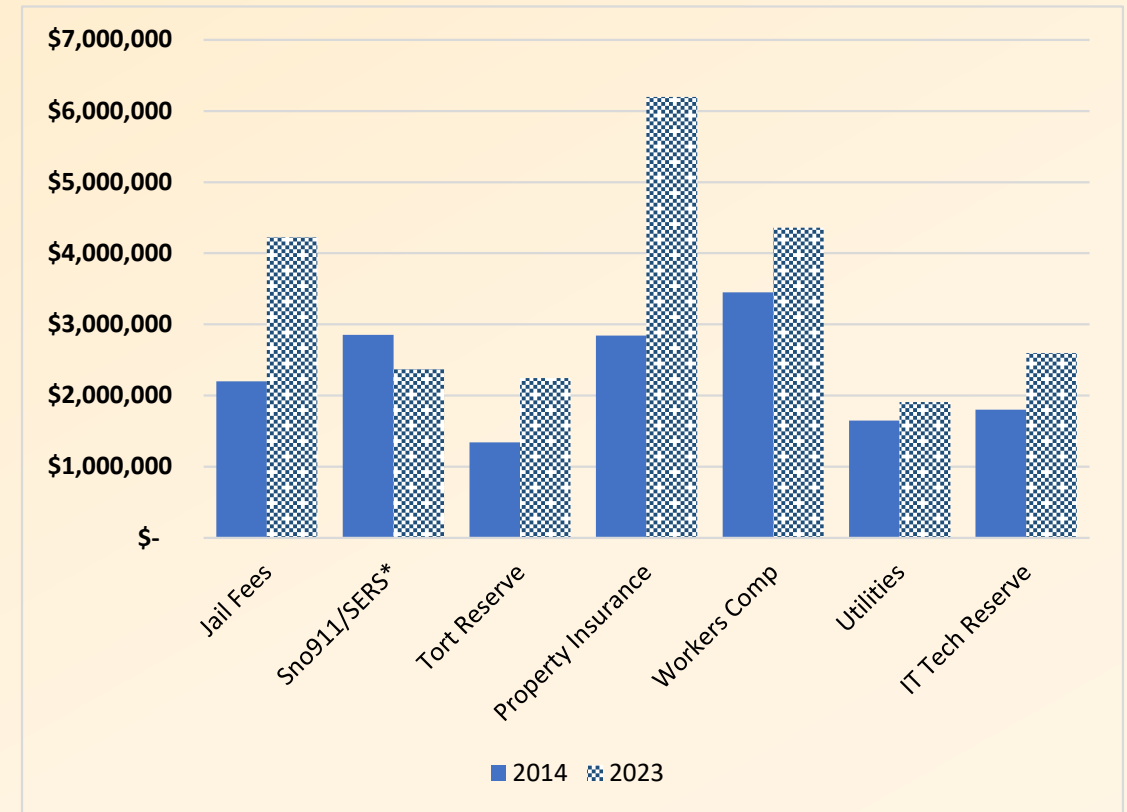
	Estimated Annual Cost
Encampment cleanup	\$50,000
Contributions to CIP 1 and Fund 146 Property Management	\$3,686,000
Space leases - Facilities & Bezos Academy	\$165,000
Street Overlay/Improvements	\$2,500,000



Budget Increases: 2014 – 2023

Externally driven growth

	2014	2023
Jail Fees	\$ 2,199,054	\$ 4,227,162
Sno911/SERS*	\$ 2,854,241	\$ 2,374,612
Tort Reserve	\$ 1,345,431	\$ 2,245,198
Property Insurance	\$ 2,841,955	\$ 6,197,469
Workers Comp	\$ 3,449,598	\$ 4,357,574
Utilities	\$ 1,650,676	\$ 1,911,839
IT Tech Reserve	\$ 1,804,040	\$ 2,599,572



Unfunded Mandates

- Police and Fire LEOFF 1 pensions
- Training and re-certification requirements
- Presumptive illness
- Police Training & Response
- Indigent defense
- Required technology integration
- Growth management planning
- Pollution remediation
- Audit costs
- New accounting standards
- Public disclosure
- Records retention
- Leave programs
- Expand health benefits for dependent children to age 26
- American with Disabilities Act (ADA) standards

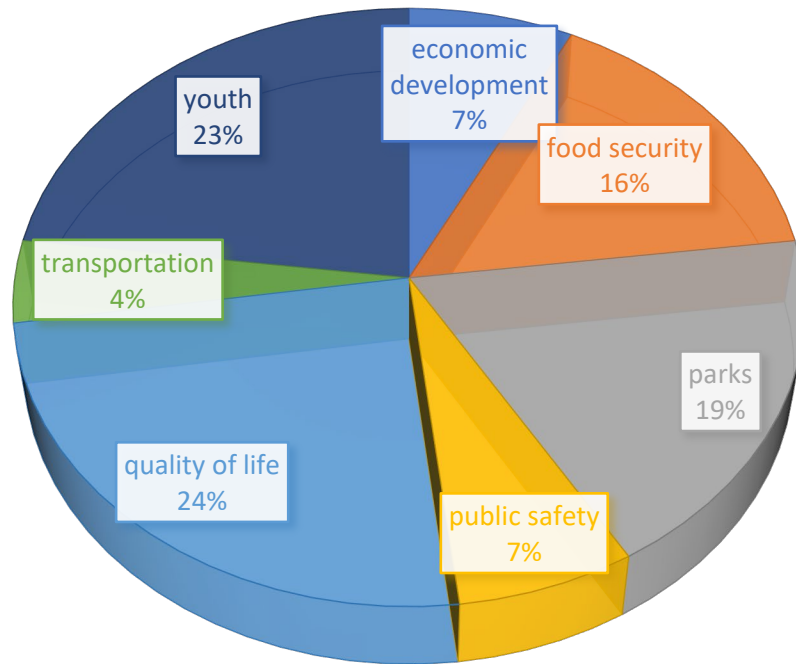


Discussion



City Council COVID Recovery Fund Allocations 2023

COMMUNITY IMPACT OF COUNCIL COVID RECOVERY FUNDS



Council President Stonecipher

- VOA Food Bank: \$25,000
 - On hold
- Evergreen Arboretum: \$25,000
 - Pending city staff review for updated agreement and other requirements
- Reinstate the Monte Cristo Awards for 2-3 years: \$50,000
 - Initial staff research done

Council Member Tuohy

- Library Department: Bookwalk: \$25,000
 - Staff work underway
- Economic Development Division: Downtown Public Art: \$25,000
 - Project underway
- Madres de Casino Road: Food Bank: \$30,000
 - Agreement Executed
- Communications Department: Neighborhood Block Watch: \$20,000
 - Consultant identified, staff support work underway

Council Member Fosse

- ChildStrive: \$25,000
 - Pending submittal of forms and paperwork from recipient
- FarmerFrog: \$25,000
 - Pending submittal of forms and paperwork from recipient
- Parks and Facilities Department: Jackson Park Improvements: \$25,000
 - Lighting improvements and gate moving towards installation
- Evergreen Arboretum: \$25,000
 - Pending city staff review for updated agreement and other requirements

Council Member Rhyne

- Cocoon House: \$25,000
 - Agreement Executed
- Downtown Everett Association: Storefront Support: \$25,000
 - Agreement Executed
- VOA Carl Gipson Center: \$25,000
 - Agreement in process
- Everett Station District Alliance: \$25,000
 - Pending submission of form from ESDA

Council Member Schwab

- Communications Department: Neighborhood Block Watch: \$20,000
 - Consultant identified, staff support work underway
- Streets Division: Two Roadside Radar Speed Signs: \$30,000
 - Pending implementation
- Parks and Facilities Department: Park Improvements – View Ridge or Phil Johnson Ballfields: \$50,000
 - Staff research and work underway, including additional discussions with Councilmember

Council Member Zarlingo

- Boys and Girls Clubs in Everett, split between all four in the city. Cascade (next to Lions Park), South Everett/Mukilteo (Casino Rd), Broadway (82nd), Delta (12th St.): \$30,000
- Everett Fire Department standards of care study: \$25,000
- Everett Parks: Lions Park improvements: \$25,000
- Everett Police: for support of vulnerable youth and crime victims: \$20,000

Council Member Vogeli

- Leadership Launch: \$75,000
 - Agreement Executed
- Madres de Casino Road: Food Bank: \$25,000
 - Agreement Executed



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. 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: 4-10-24

NAME (required): Sonja Bodge

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

EMAIL (optional): sonjabodge@gmail.com PHONE (optional): 206 229 6486

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

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

☒ During the comment period that will follow the agenda item

AGENDA ITEM #: 18

☐ During the general public comment. Please state the topic you would like to speak on: _____



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DATE: 4/10/24

NAME (required): Lane A Forhan

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

EMAIL (optional): _____ PHONE (optional): — none right now

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?

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AGENDA ITEM #: Homeless mess & me

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