



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

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: August 6, 2024

Approval Of Minutes: August 7, 2024

Mayor's Comments

Public Comment

Council Comments/Liaison Reports

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$1,292,757.21 For The Period Ending July 27, 2024 Through August 2, 2024.

Documents:

[RES CLAIMS PAYABLE JUL 27, 2024 - AUG 2, 2024.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,483,122.58 For The Period Ending July 27, 2024.

Documents:

[2024 RESOLUTION FOR PAYROLL PAY PERIOD 16.PDF](#)

(3) Authorize The Mayor To Sign A Community Services Agreement With Washington Trails Association To Provide Trail Construction And Repair Services For The Loganberry Trails Improvements Project.

Documents:

[LOGANBERRY TRAILS IMPROVEMENT.PDF](#)

(4) Authorize The Mayor To Sign Amendment 2 To The PSA With Otak For Water Main Replacement Y, Phase 2 In The Amount Of \$61,312.

Documents:

[OTAK-WATER MAIN Y PHASE 2-AMEND NO. 2.PDF](#)

PROPOSED ACTION ITEMS:

(5) CB 2408-16 – 1st Reading - Adopt An Ordinance Creating A Special Construction Project Entitled "Municipal Court Security Camera Upgrades Project", Fund 342, Program 045, To Accumulate Construction Costs For The Project. (3rd & Final Reading 8/28/24)

Documents:

[CB 2408-16.PDF](#)

(6) CB 2408-17 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Silver Lake Trail", Fund 354, Program 075, As Established By Ordinance No. 3886-22. (3rd & Final Reading 8/28/24)

Documents:

[CB 2408-17.PDF](#)

ACTION ITEM:

(7) CB 2407-15 – 3rd & Final Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "WFP Air Scour Blower Building Replacement" Fund 336, Program 034.

Documents:

[CB 2407-15.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.)

BRIEFING & PROPOSED ACTION ITEM:

(8) CB 2408-18 – 1st & 2nd Readings – Adopt An Ordinance Establishing A Separation Incentive Program For Eligible City Of Everett Employees. (3rd & Final Reading 8/21/24)

BRIEFING:

(9) Adopt A Resolution Concurring With Staff Recommendation And Authorizing The Mayor To Implement The Next Steps To Establish An Everett Chamber Of Commerce.

Documents:

[2024 Q3 COVID RELIEF RESOLUTION.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](https://www.youtube.com/EverettCity).

CONTACT THE COUNCIL

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

- 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->.

Council President



RESOLUTION NO. _____

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

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

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	12,844.46	6,887.72
003	Legal	90,131.35	26,641.38
004	Administration	52,780.55	12,341.20
005	Municipal Court	66,762.57	23,017.75
007	Personnel	59,950.40	18,121.36
010	Finance	107,942.81	33,701.67
015	Information Technology	112,271.35	35,941.76
018	Communications and Marketing	23,846.05	6,833.24
021	Planning & Community Dev	123,762.08	37,322.03
024	Public Works	230,448.23	73,394.68
026	Animal Shelter	62,253.09	24,094.27
030	Emergency Management	10,074.80	3,412.56
031	Police	1,195,851.81	309,771.19
032	Fire	765,271.36	203,380.55
038	Facilities/Maintenance	111,315.76	41,467.31
101	Parks & Recreation	192,620.26	62,540.71
110	Library	124,324.69	41,138.03
112	Community Theatre	8,653.63	2,087.05
120	Street	73,951.86	27,258.82
153	Emergency Medical Services	446,055.23	107,081.68
197	CHIP	11,771.44	3,357.18
198	Community Dev Block	3,839.52	1,257.86
401	Utilities	932,648.63	339,577.97
425	Transit	533,608.98	192,719.74
440	Golf	50,868.17	14,972.19
501	Equip Rental	79,273.50	29,236.96
		<u>\$5,483,122.58</u>	<u>\$1,677,556.86</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President

Project title: A Community Services Agreement with Washington Trails Association to provide trail construction and repair services for the Loganberry Trails Improvements Project.

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Proposed action
Consent 08/14/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Community Service
Agreement

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Loganberry Trails Improvements

Partner/Supplier: Washington Trails Association

Location: 9200 18th Ave W & 8811 Airport Rd

Preceding action: Funding Ordinance [3987-23](#)

Fund: Fund 354 – Program 091 (CIP-3)

Fiscal summary statement:

The proposed Community Services Agreement with Washington Trails Association is for trail construction and repair services for the Loganberry Trails Improvements project. The source of funds for this project is Fund 354, Program 091 (CIP-3). The maximum allowable service cost is \$71,040.

Project summary statement:

The City of Everett will improve an informal trail network located in the natural area between Loganberry Lane Off Leash Dog Area and Kasch Park. Excessive social trail-making in the area has degraded understory vegetation in wetlands and critical areas buffers. Washington Trails Association was selected to provide volunteer organization and technical oversight for this project pursuant to the terms of RCW 35.21.278.

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

Recommendation (exact action requested of Council):

Authorize the Mayor to sign a Community Services Agreement with Washington Trails Association to provide trail construction and repair services for the Loganberry Trails Improvements project.



**COMMUNITY SERVICES AGREEMENT
(COMMUNITY SERVICE ORGANIZATION -- RCW 35.21.278)**

This Community Services Agreement ("**Agreement**") is effective as of the date of the Mayor's signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the person identified as Service Organization in the Basic Provisions below ("**Service Organization**"). This Agreement is for the purpose of the Service Organization providing services to the City pursuant to RCW 35.21.278 as set forth in this Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions and the attached Scope of Work (Exhibit A).

BASIC PROVISIONS	
Service Organization	Washington Trails Association
	705 2nd Ave, Suite 300
	Seattle, WA 98104
	jen@wta.org
City Project Manager	Katherine Phillips
	City of Everett – Parks & Facilities
	802 E. Mukilteo Blvd
	Everett, WA 98203
Brief Summary of Scope of Work	kphillips@everettwa.gov
	Trail & site improvements at Kasch Park/Loganberry
Completion Date	December 31, 2025
Maximum Reimbursement Amount	\$71,040.00

BASIC PROVISIONS	
Service Organization Insurance Contact Information	Denise Cline
	206.785.6446
	dcline@wta.org

IN WITNESS WHEREOF, the City and Service Organization have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, the attached Scope of Work (Exhibit A).

**CITY OF EVERETT
WASHINGTON**

WASHINGTON TRAILS ASSOCIATION

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Jen Gradisher

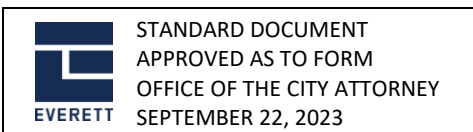
Signer's Email Address: jen@wta.org

Title of Signer: Trails Program Director

Date

ATTEST

Office of the City Clerk



**ATTACHMENT
COMMUNITY SERVICES AGREEMENT
(GENERAL PROVISIONS)**

1. **Engagement of Service Organization.** The City hereby agrees to engage Service Organization, and Service Organization hereby agrees, to perform the work in a competent and professional manner and provide the services in accordance with this Agreement and as described in the Scope of Work attached as Exhibit A. The work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Organization shall not perform any services that are in addition to, or beyond the scope of, the Work.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and shall be completed by Completion Date stated in the Basic Provisions.
4. **Reimbursement.**
 - A. The City shall reimburse Service Organization only for completed Work and for services actually rendered which are described herein. Such payment shall be full payment for Work performed or services rendered, including, but not limited to, all materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Organization shall be reimbursed such amounts and in such manner as described in Exhibit A.
 - C. Total payments to Service Organization, including reimbursement of all expenses, shall not exceed the Maximum Reimbursement Amount in the Basic Provisions.
5. **Prevailing Wages.** All workers and laborers who are paid for Work under this Agreement (regardless of whether such payments are from Service Organization or Service Organization subcontractor) must be paid an amount not less than the prevailing rate of wages established for each trade or occupation as established by the Washington Department of Labor and Industries, in accordance with Chapter 39.12 RCW (Prevailing Wages).
6. **Termination of Contract.** Either party may terminate this Agreement at any time effective upon 30-days prior written notice to the other party. Unless terminated for Service Organization’s material breach, Service Organization shall be reimbursed for Work completed through the termination date.
7. **Subletting/Assignment of Contracts.** Service Organization shall not sublet or assign any of the Work without the express, prior written consent of the City.
8. **Hold Harmless and Indemnification.**
 - A. Service Organization shall hold harmless, indemnify, and defend the City, its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys’ fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, caused by or arising out of the acts, errors, or omissions of Service Organization, its employees, agents, volunteers, or subcontractors, arising out of the performance of this Agreement; PROVIDED, HOWEVER, that the Service Organization’s obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence or willful misconduct of the City, its officers, officials, employees, or agents acting within the scope of their employment. With respect to the

Service Organization's obligations to hold harmless, indemnify, and defend provided for herein, but only as such obligations relate to claims, actions, or suits filed against the City, Service Organization further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the Service Organization's employees, agents, volunteers, or subcontractors caused by or arising out of the Service Organization's acts, errors, or omissions in the performance of this Agreement. This waiver is mutually negotiated by the parties. Service Organization's obligations shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, omission, or breach of any common law, statutory, or other delegated duty by Service Organization, its employees, agents, or subcontractors.

- B. To the extent allowed by law, the City shall defend, indemnify and hold Service Organization harmless against any and all losses, damages, costs, expenses, suits, actions and liabilities (including reasonable attorney's fees) (i) which result from or arise out of the failure of the City or its agents, employees, servants, volunteers, or other persons acting under the direction or control of the City to perform its obligations contemplated hereunder in the manner and on the terms set forth in this Agreement, and (ii) to the extent caused by the negligence or fault of the City, or its agents, employees, servants, volunteers, or other persons acting under the direction or control of City during the performance of such obligations; provided, that no such defense, indemnification or holding harmless will be required to the extent that such losses, damages, etc. are caused by or result from the negligence or fault of Service Organization or its officers, agents, employees, servants, volunteers, or other persons acting under the direction or control of Service Organization.
 - C. If (1) RCW 4.24.115 applies to a claim, action, suit, liability, loss, expense, damage, or judgment to which this Section is applicable, and (2) such claim, action, suit, liability, loss, expense, damage, or judgment is caused by or results from the concurrent negligence of (a) Service Organization, its employees, subcontractors/subconsultants, volunteers or agents and (b) the City and its officers, employees, agents, and representatives, then the City's or Service Organization's liability under this Section shall be only to the extent allowed by such statute.
 - D. The provisions of this Section shall survive the expiration or termination of this Agreement.
9. **Insurance.**
- A. Service Organization shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Organization's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
 - 1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Organization shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Organization covers such employees.
 - 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate.
 - 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

- B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Organization to furnish the required insurance during the term of this Agreement.
 - C. Prior to Service Organization performing any Work, Service Organization shall provide the City or the City's designee with a Certificate of Insurance and endorsements acceptable to the City Attorney evidencing the required insurance. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Organization's obligations to fulfill the requirements.
10. **Risk of Loss.** Service Organization shall be solely responsible for the safety of its employees, volunteers, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Organization's own risk, and Service Organization shall be solely responsible for any loss of or damage to Service Organization's or volunteer's materials, tools, or other articles used or held for use in connection with the Work.
11. **Independent Contractor.**
- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Organization must provide services under this Agreement as an independent contractor. Service Organization must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Organization agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 - B. Any and all employees of Service Organization, if engaged in the performance of any Work, shall be considered employees of only Service Organization and not employees of the City. Service Organization shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Organization, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Organization's employees, if so engaged on any of the Work.
12. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Organization shall make available to the City for the City's examination all of Service Organization's records and documents with respect to all matters covered by this Agreement.
13. **City of Everett Business License.** Service Organization agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
14. **Compliance with Federal, State and Local Laws.** Service Organization shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
15. **Compliance with the Washington State Public Records Act.** Service Organization acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Organization. Service Organization shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Organization shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the

City shall seek to provide notice to Service Organization at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Organization for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Organization shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Organization to comply with this Section.

16. **Equal Opportunity.** Service Organization shall not discriminate against any employee, volunteer, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Organization shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
17. **Waiver.** Any waiver by Service Organization or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
18. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
19. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Organization.
20. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
21. **Notices.**
 - A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Service Organization shall be sent to its address in the Basic Provisions.
22. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
23. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
24. **City Marks.** Service Organization will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
25. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
26. **Liens.** In the event Service Organization pays for any services out of its own funds, Service Organization shall keep City property free from any liens arising out of work performed for, materials furnished to, or obligations incurred by, or on behalf of, Service Organization in the performance of this Agreement. Any construction liens filed against City property for work or materials claimed to have been furnished to Service Organization will be discharged by Service Organization, by bond or otherwise, within ten (10) days after the filing of the claim or lien, at Service Organization's sole cost and expense. Should Service Organization fail to discharge any such construction lien, the City may, at its election, pay that claim or post a bond or otherwise provide security to eliminate the lien as a claim against title and the cost to the City shall be immediately due and payable by Service

Organization. Service Organization shall indemnify and hold the City harmless from and against any liability arising from any such lien

27. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

EXHIBIT A
COMMUNITY SERVICES AGREEMENT
(TRAIL MAINTENANCE AND IMPROVEMENTS SCOPE OF WORK)

1. Agreed Work Plan(s).

The detailed scope of work shall be based on items described in this section and depicted and described in Exhibit B – Project Maps for Loganberry Lane Trails Site Improvements. The Service Organization will provide services, staff, and volunteers and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Trail Construction and Maintenance Services

The Service Organization will provide trail construction and repair services, as well as the tools and crew leaders necessary to train volunteers in the techniques of trail construction and maintenance of soft surface, crushed rock accessible trails, and boardwalks within the City of Everett.

The Service Organization will offer up to 45 trail work events at Loganberry Lane. Each work day shall average 12-18 volunteers working an average of 100 hours per day.

The Service Organization will provide up to 56 hours of trail design and layout, technical oversight, and other professional services in support of the work events at a rate of \$90/hour.

The Service Organization will manage and provide safety equipment for volunteers to do various limited term projects related to soft surface, crushed rock accessible trails, boardwalk, split rail fence and kiosk construction at the site.

The Service Organization will be responsible for selecting the dates and times for volunteer work events as well as be responsible for the publicity and training of volunteers at the event. City personnel may be, but are not required to be, present at the trail work events.

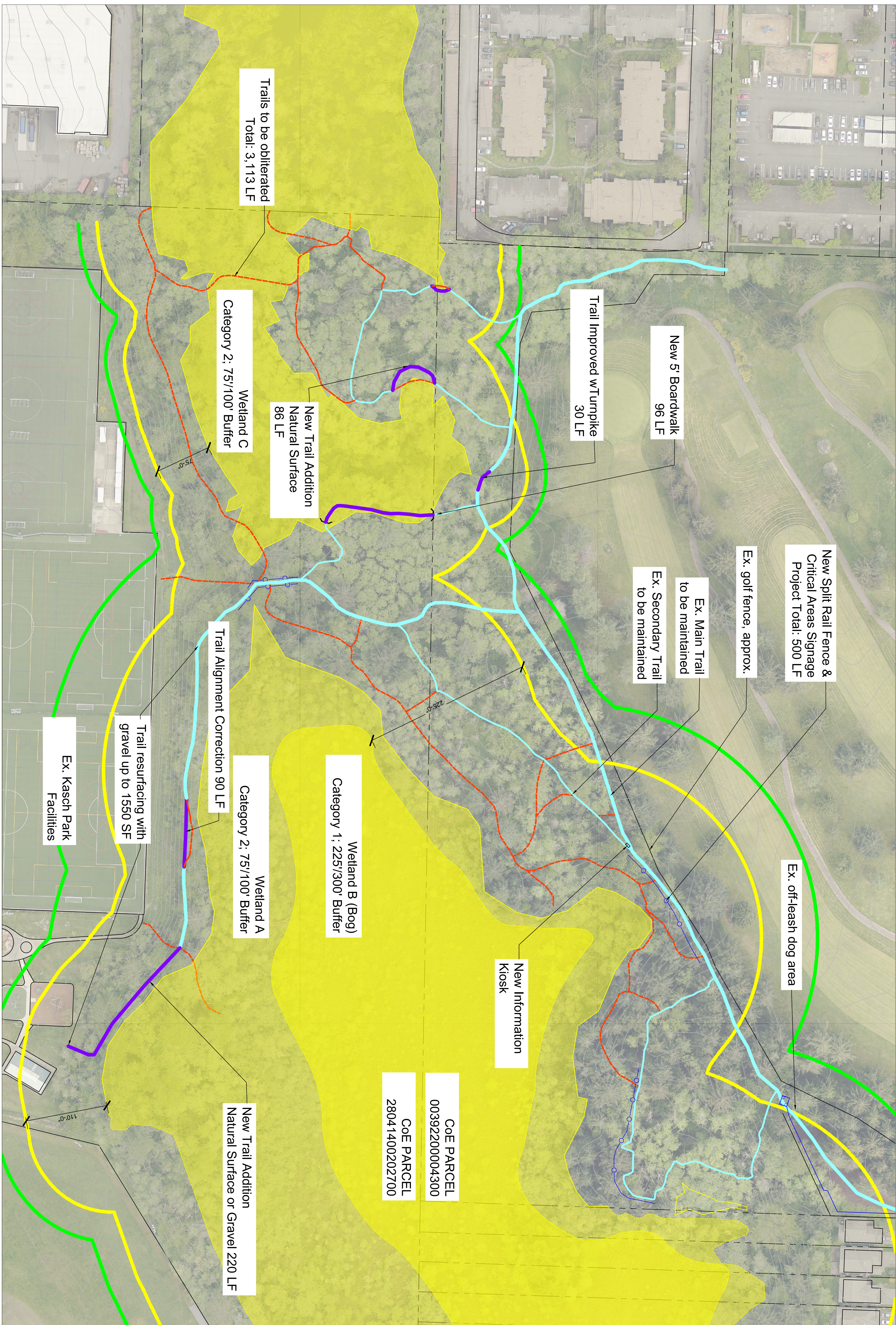
All work events will be coordinated with City personnel in advance of the event.

- 2. Trail Standards.** All trail repair and improvements shall conform to trail standards provided by the United States Forest Service and site-specific standards (such as critical areas standards) provided by the City Project Manager or designee.
- 3. Work Coordination.** The Service Organization shall coordinate and supervise repair and/or improvement volunteer work parties at the work sites designated by the agreed work plan. Service Organization shall provide trail maintenance volunteers, tools, equipment and crew leaders necessary to supervise its volunteers for work performed.
- 4. Reimbursement.** Service Organization shall be eligible for reimbursement of its expenses at the rate of \$1,400 per work party for work under agreed work plans. It is understood by both parties that work parties will average 12-18 volunteers and/or staff and will average 100 hours per work party. Service Organization will provide a timely scope of work summary, including before and after photos and a breakdown of the number of volunteers and staff and the hours worked for

each work party. Service Organization may also request reimbursement up to \$3,000 for expenses related to equipment rental. Service Organization will provide a summary of equipment rental expenses to accompany invoices. Service Organization will invoice the City no more than quarterly. The total maximum of payments to Service Organization is the amount stated in the Basic Provisions as the Maximum Reimbursement Amount. Service Organization is solely responsible for organizing the work to not exceed that amount. The City will not compensate Service Organization for “extra work” above the Maximum Reimbursement Amount without a duly executed amendment to this Agreement.

5. **Volunteer Waivers.** Each volunteer must execute a release and waiver in a form acceptable to the City Attorney. Service Organization should provide its standard waiver for City Attorney review well before the first work party. Service Organization represents that, if minors (under age 18) are participating in providing services, Service Organization assumes all responsibility for obtaining formal parental/guardian consent for the minor’s attendance and participation. Service Organization further acknowledges that Service Organization is responsible for providing adequate adult supervision for all minor volunteers during volunteer service and all adult supervisors will have successfully completed a Washington State, or Washington State Patrol, background check process indicating no concerns for assuming a supervisory role.
6. **Conduct.** Service Organization agrees to follow all park rules and regulations, and standards of conduct imposed by City. Service Organization understands and agrees that the City Project Manager or designee may at any time terminate participation in any activity under this Agreement should any group member engage in conduct that violates standards of conduct, disrupts the activity, or harms or injures the welfare of other participants and third parties. Service Organization further agrees to immediately report all unsafe acts, dangerous conditions, and injuries to the City Project Manager or designee.
7. **Drainage.** Service Organization shall not construct any new drainage features on City property. This includes water bars, drainage swales and ditches, as well as any other feature to move concentrated water. Sloping to allow sheet flow in a nonerosive manner is an allowed method of moving water off of trails.
8. **National Pollutant Discharge Elimination System (NPDES) Requirements.** Service Organization will follow all NPDES (National Pollutant Discharge Elimination System) requirements, as determined by the City Project Manager.
9. **Assumptions.** The City of Everett will lead permitting efforts, if required, and cover any associated costs. The City will work with WTA to assemble materials lists for boardwalk construction and will make related purchases for gravel, lumber, and other needed project materials.
10. **Schedule.** Due to WTA’s schedule commitments during the summer season, work may pause between May and October 2024.

EXHIBIT B
COMMUNITY SERVICES AGREEMENT
(TRAIL MAINTENANCE AND IMPROVEMENTS SCOPE OF WORK)



01 TRAILS SITE PLAN

SCALE: 1"=60'

COE PARCEL
00392200004300
COE PARCEL
28041400202700

New Information Kiosk

Ex. off-leash dog area

Ex. golf fence, approx.

Now It's Boardwalk

Trail Improved w/Turnpikes

New Trail Addition Natural Surface

Trails to be obliterated
Total: 3.113 LF

Category 2; 75'/100' Buffer Wetland C

Category 2: 75'/100' Buffer

Trail Alignment Correction 90 LF

Trail resurfacing with gravel up to 1550 SF

Ex. Kasch Park Facilities

COE PARCEL
00392200004300
COE PARCEL
28041400202700

New Information Kiosk

Ex. off-leash dog area

Ex. golf fence, approx.

Now It's Boardwalk

Trail Improved w/Turnpikes

New Trail Addition Natural Surface

Trails to be obliterated
Total: 3.113 LF

Category 2; 75'/100' Buffer
Wetland C

Category 2: 75'/100' Buffer

Trail Alignment Correction 90 LF

Trail resurfacing with gravel up to 1550 SF

Ex. Kasch Park Facilities

New Trail Addition Natural Surface or Gravel 220 LF

REVISIONS

	DATE1	DWG_NUMBERS
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APRIL 2024



EVERETT
PARKS AND FACILITIES

802 E. MUKILTEO BLVD. EVERETT, WA 98203 425/257-8300

Project title: Amendment 2 of the Professional Services Agreement with Otak for Water Main Replacement Y, Phase 2

Council Bill # *interoffice use*

Agenda dates requested:

Briefing

Proposed action

Consent 8/14/24

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

PSA Amendment

Department(s) involved:

Public Works

Contact person:

Souheil Nasr

Phone number:

425-257-7210

Email:

snasr@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Water Main Replacement Y, Phase 2

Partner/Supplier: Otak

Location: I-5 Bridge from E Grand to 4th Street SE

Preceding action: PSA 4/19/2023, Plans and Systems Ordinance 8/7/24

Fund: 336 - Water & Sewer System Improvement Fund

Fiscal summary statement:

The funding source for this project is Fund 401 Water and Sewer Utility Fund. The programmed available funding is \$2,333,000.

Project summary statement:

This project will install a new water main to replace and upsize an existing water main, including an 800 ft section suspended from I-5 bridge, that has a high consequence of failure, and recently prone to breaks. The upgrade will ensure reliability of water service for existing customers and future development, and that adequate fire flow, per the 2020 Comprehensive Water Plan, is provided.

After 60% design was completed, the decision was made to split the Water Main Replacement "Y" into two phases, because the nature of the work for Phase 2 is significantly different than Phase 1. This amendment adds the work to complete the Phase 2 final design and bid package, modifying design plans to meet WSDOT requirements, and adds the task of services during construction for Phase 2 of the project.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 2 to the PSA with Otak for Water Main Replacement Y, Phase 2 in the amount of \$61,312.



**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	Otak
City Project Manager	Amie Roshak Project: WO# UP3418 Water Main Replacement Y Phase 2
	aroshak@everettwa.gov
Original Agreement Date	4/26/2023

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: <i>Enter new Completion Date, if any</i> 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	\$385,824.00
	Compensation Added (or Subtracted) by this Amendment	\$61,312
	Maximum Compensation Amount After this Amendment	\$447,136

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	Amendment 1, 5/15/24	
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**

Enter Service Provider name – must match name above

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Nico M. Vanderhorst

Signer's Email Address: nico.vanderhorst@otak.com

Title of Signer: Principal

Date

ATTEST

Office of the City Clerk

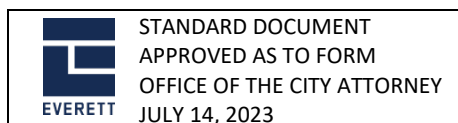


Exhibit A
City of Everett
Amendment No. 002
Water Main Replacement “Y” Improvements
WO# 3814
Scope of Services
Otak Project 21001.A
Date: May 30, 2024

Proposed services are provided as an amendment to professional service agreement, dated April 26, 2023 between Otak, Inc. (Consultant) and City of Everett (Client).

Scope of Services

The scope of services herein is for document preparation and construction support for Water Main Replacement “Y.” Proposed services are to separate the 90% I-5 bridge segment from the previous Watermain Replacement “Y” package and prepare final documents for a second, Phase 2, construction project.

Specific services described in more detail as follows:

Task 600: Prepare Documents: Water Main Replacement “Y” - Ph. 2

The city desires to break out the water main replacement of the I-5 bridge segment of the project into its own bid package. The I-5 bridge segment in the current 90% complete construction documents will be separated out and prepared into a second set of construction documents for the purpose of having two bid and construction contracts. The I-5 bridge water main replacement “Y” segment will be titled as Phase 2. Below are proposed additional scope of services tasks for preparing and designing the final I-5 bridge water main segment as a separate construction package.

600-001: Modify existing 90% plans and prepare Ph. 2 construction plans

Consultant will revise the existing 90% construction plans to remove plan and detail drawing elements for the I-5 bridge segment of the project, including referencing the project as Phase 1. Consultant will revise plan, profile, and details for the I-5 bridge segment and prepare additional drawings to form the Phase 2 plan set consisting of the following drawings:

- G1: Cover Sheet
- G2: Legend & Standard Abbreviations
- G3: General Project Notes
- SC1: Alignment/Survey Control Plan
- W1&W2: Waterline Plan & Profiles
- R1: Restoration Plan
- D1: PRV and Water Line Connection Detail
- D2-D6: I-5 Bridge Attachment Details
- TC1-TC3: Traffic Control Plans

Consultant will submit the Phase 2 plans for agency review and comment.

600-002: Modify existing 90% project manual and prepare Ph. 2 specification manual.

Consultant will revise the existing 90% project specification manual to remove the I-5 bridge segment specification elements of the project, including referencing the project as Phase 1. Consultant will prepare a project specification manual for the I-5 bridge segment water main replacement, reference as Phase 2, consistent with the specifications, proposal, and contract documents components of the Phase 1 project. Consultant will submit the Phase 2 specification manual for agency review and comment.

600-003: Supplemental for WSDOT Approvals

Request for supplemental budget for obtaining WSDOT approval for the new waterline on the I-5 bridge. The level of effort required to obtain WSDOT approval is greater than anticipated in the original scope of services. As replacement of an existing waterline, franchised on WSDOT's I-5 bridge, it was anticipated that approvals would be based on replacement under the existing franchise. However, WSDOT has indicated that because the new waterline is being upsized to 12", approval requires processing as a new utility accommodation permit. Additionally, for protection and safety of the bridge WSDOT is also requiring the design of the new waterline be installed within a ridged casing.

Consultant will prepare and submit the new utility accommodation application and required supporting document/information, including Utility Facility Description (UFD) form, Limited Access Encroachment (contrary to utility accommodation policy) Variance document, and right-of-way map exhibit indicating details/limits of the new water line facilities within the limited access R/W for revising the franchise.

Consult will develop carrier and casing pipe alternatives for meeting WSDOT acceptance and perform additional coordination and meetings with the city and WSDOT to present and discuss acceptable options relative to casing protection given the complexity of constructing on a bridge of this length.

600-004: Additional for 100% Phase 2 documents preparation

Consultant will design and the construction documents to 100% complete, including incorporating comments from previous design submittal. Consultant will submit a "100% Proof Set" of construction documents for final review and approval. Consultant will meet with the city to clarify any comments and final aspects of the 100% documents, including incorporating any requested final edits.

600-005 Bidding assistance, Phase 2 construction package

The Consultant will assist the city in soliciting, responding to questions, and evaluating bids for construction.

Consultant will assemble and submit final "bid-ready" electronic, digitally signed documents for city's use in contractor bid solicitation via an on-line electronic plan distribution service. The Consultant will assist in responding to contractor questions and document interpretation; attending a pre-bid meeting, prepare any required bid addenda; and review bids to identify irregularities and verify contractor references, if requested. Consultant will prepare "post-bid" Conformed Documents (editing to incorporate bid addenda) for city's use in assembling/issuing "for construction" documents.

Task 600 Deliverables

- 90%-level design – Phase 2
 - Design Plans: 1 Paper half-size, PDF copy.
 - Project Specifications: 1 Bound paper copy, PDF (searchable)
 - Opinions of probable construction costs: PDF
 - WSDOT Documentation, required for New Utility Accommodation Permit
 - Written response to agency final comments; 1 MSWORD copy.
- 100%-level design “Proof-set” submittal – Phase 2:
 - Design Plans: 1 Paper half-size, PDF copy.
 - Project Specifications: 1 Bound paper copy, PDF (searchable).
 - Opinions of probable construction costs: PDF
 - Written response to agency final comments; 1 MSWORD copy.
- Copies of miscellaneous correspondence/meeting summaries, PDF.

Task 600 Assumptions

- Project specification to be based on 2023 WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction
- The City shall review and provide Consultant a consolidated set of written review comments from all reviewers.
- During bid solicitation the city shall be responsible for:
 - Coordination/facilitation of documents to the on-line electronic plan distribution service.
 - Distributing addenda, facilitating pre-bid and bid opening, and distributing bid tabulation. ▫ Acting as primary contact for receiving bidding questions.
 - Printing and issuing “for construction” documents.
- Budget level-of-effort for WSDOT documentation based on performing edits and re-submittal of a maximum two (2) iterations for obtaining WSDOT approval.
- Budget level-of-effort for additional design meetings with client and/or approval agencies is based on attendance by two design staff for three (3) 1-hour meetings, anticipated as all virtual meetings.
- Labor and expense task level-of-effort budgets are estimates. Upon advance approval by the City, Consultant reserves the right to request transfer of unused task budget amounts to accomplish other service-task scope activities, if necessary.

Task 800: Engineering Support Services During Ph 2 Construction

The consultant will provide assistance-services during construction of the project. The City shall be responsible for leading the construction management and construction observation. The Consultant will assist with engineering office support to review/respond to RFIs and submittals. When requested, the consultant will be available to attend site/construction meetings, evaluate and prepare construction change orders, perform quantity calculations or other related office activities. Consultant will monitor task activities, budget expenditures, and be accessible to city during construction.

800-001: Construction Office-Engineering Tasks

The Consultant will review construction submittals for document compliance, respond to contractor RFIs, and assist City staff with document interpretation and clarifications. When requested, consultant will calculate interval project-quantity breakdowns to assist city staff estimate and validate quantities for pay requests. Consultant will evaluate potential project modifications, change-order proposals, and prepare supporting drawing-exhibits, quantity estimates, and documentations for city's use in implementing into project.

800-002: Attending Project/Site Meetings, when Requested

When requested, the Consultant will attend project site field meetings. Task budget based on the Consultant preparing for and attending a maximum of six (6) two-hour meetings, anticipated to be associated with:

- Attending the pre-construction meeting.
- Attending periodic field meetings to discuss issues or observe construction, and
- Attend/assist with final project site walk-through

800-003: Client Coordination and Reporting

The Consultant will direct and supervise internal staff team members and their activities for the duration of the project. The Consultant will monitor and track scope activities, budget expenditures, and prepare monthly progress reports and invoices with sufficient detail to demonstrate expended effort and budget status.

Task 800 Deliverables:

- Returned submittal reviews and RFI response/clarifications.
- Revised drawings, associated with any construction change proposals or change orders
- Field reports associated with site visits.
- Monthly Progress Reports and Invoices

Task 800 Assumptions:

- City shall be responsible for:
 - Providing the Consultant with three sets (specifications and half-size plans), of "Approved for Construction" documents.
 - Directly communicate with the contractor on all issues.
 - Receiving all contractor submittals and RFIs and sending Consultant those which the city desires consultant's review/response.
 - Review and processing contractor pay requests.
 - Monitoring, tracking, and documenting of all changes during construction necessary to preparing record drawings, including obtaining red-line markups from the contractor.
 - Preparation of "as-constructed" record drawings.
- The number of RFIs, submittal reviews, and change orders is unknown and actual level of effort for this task will vary. Budget for this task is established from assumed hours for anticipated staff based upon similar assistance provided on previous comparable projects. Task budget to be expanded as necessary as project progresses and consultant will monitor budget status and advise client when the task budget is 85% exhausted to determinate at that time if an amendment should be executed.
- Budget for client coordination and reporting during design and construction based on providing services for consecutive nine (9) month duration.

- Project progress reports and invoicing will be submitted monthly. Invoice backup information (timesheets, mileage and expense logs, etc.) will not be submitted with invoicing, except for copies of subconsultant invoice documentation. Backup information will be made available for staff auditing purposes, if requested.
- Labor and expense task level-of-effort budgets are estimates and consultant reserves the right to transfer unused task budgets to accomplish other service-task scope activities, if necessary, and only upon approval from the City.

CITY OF EVERETT - EXHIBIT B											Date:	30-May-24
PROJECT HOURS, EXPENSES AND FEE ESTIMATE												
Labor Category	Direct Salary Hourly Rates, (\$\$.CC)	HOURS FOR EACH TASK (Whole Hours Only)									Total Hours	Cost
			Task 600	Task 600	Task 600	Task 600	Task 600	Task 800	Task 800	Task 800		
			600-001	600-002	600-003	600-004	600-005	800-001	800-002	800-003		
1	Sr. PIC/Sr. PM Civil (Gaston)	\$ 100.35									-	\$ -
2	Civil Engineer X (Cole)	\$ 68.56	2	4	8	16	4	4	4	16	58	\$ 3,976
3	Civil Engineer VII (Ho)	\$ 55.79	4	2	24	24	8	36	12		110	\$ 6,137
4	Civil Engineer X - Structural (Doherty)	\$ 68.58	2	4	12	8	12	4	12		54	\$ 3,703
5	Engineering Designer IV (O'Connell)	\$ 39.68	8		24	24	4	12	12		84	\$ 3,333
6	Engineering Tech IV (Kayanda)	\$ 33.00	8		4	8	2	4			26	\$ 858
7	Project Coordinator I (Hazelquist)	\$ 43.00								6	6	\$ 258
8	Project Admin Assist (Tengbom)	\$ 33.50		8	4	8					20	\$ 670
9	PIC/PLS Sr. Manager (Yamashita)	\$ 83.82									-	\$ -
10	Survey Crew Chief III (Johnson)	\$ 48.45									-	\$ -
11	Survey Office Technician IV (Rusch)	\$ 42.80									-	\$ -
12	Civil Engineer X (Phengsavath)	\$ 68.91				4		2			6	\$ 413
13											-	\$ -
14											-	\$ -
15											-	\$ -
16											-	\$ -
17											-	\$ -
18											-	\$ -
19											-	\$ -
20											-	\$ -
Total Task Hours			0	24	18	76	92	30	62	40	22	364
Subtotal Direct Salary Cost (DSC), \$			0	1,079	928	3,929	4,745	1,768	3,303	2,243	1,355	\$ 19,350
Overhead on DSC (Indirect cost) @, %		175.63%	0	1,895	1,630	6,901	8,334	3,105	5,801	3,939	2,380	\$ 33,985
Total Labor Cost, \$			0	2,974	2,558	10,830	13,079	4,873	9,104	6,182	3,735	\$ 53,335
Expenses, \$			0	Task 600	Task 600	Task 600	Task 600	Task 600	Task 800	Task 800	Task 800	Expenses
				600-001	600-002	600-003	600-004	600-005	800-001	800-002	800-003	
1	Mileage						100			250		\$ 350
2	Expense											\$ -
3	Expense											\$ -
4	Expense											\$ -
5	Expense											\$ -
6	Expense											\$ -
7	Expense											\$ -
8	Per Labor Hr. Tech. Charge		0	0	0	0	0	0	0	0	0	\$ -
Total Expenses, \$			0	0	0	0	100	0	0	250	0	\$ 350
TOTAL LABOR AND EXPENSES			0	2,974	2,558	10,830	13,179	4,873	9,104	6,432	3,735	\$ 53,685
Subconsultant Expenses, \$			0	Task 600	Task 600	Task 600	Task 600	Task 600	Task 800	Task 800	Task 800	Sub Expenses
				600-001	600-002	600-003	600-004	600-005	800-001	800-002	800-003	
1	Subconsultant											\$0
2	Subconsultant											\$0
3	Subconsultant											\$0
4	Subconsultant											\$0
5	Subconsultant											\$0
6	Subconsultant											\$0
7	Subconsultant											\$0
8	Subconsultant											\$0
TOTAL SUBCONSULTANTS			0	0	0	0	0	0	0	0	0	\$0
Subconsultant Admin Mark-up, %		5.00%	0	0	0	0	0	0	0	0	0	\$0
Subtotal Cost by Task			0	2,974	2,558	10,830	13,179	4,873	9,104	6,432	3,735	\$ 53,685
Fee/Profit (as % of Total DSC & Overhead)		14.30%	0	425	366	1,549	1,870	697	1,302	884	534	\$ 7,627
Unanticipated Tasks			0		0	0	0	0	0	0	0	\$ -
TOTAL ESTIMATED COST AND FEE, \$			0	Task 600	Task 600	Task 600	Task 600	Task 600	Task 800	Task 800	Task 800	Total
				600-001	600-002	600-003	600-004	600-005	800-001	800-002	800-003	
			0	3,399	2,924	12,379	15,049	5,570	10,406	7,316	4,269	\$ 61,312

* Next year's labor escalation was calculated assuming

0.00%

Enter data in yellow & green shaded

Overall Project Multiplier

3.15

Fee/Profit as a % of DSC Only

39.42%



City Council Agenda Item Cover Sheet

Project title:

An Ordinance Creating a Special Construction Project Entitled "Municipal Court Security Camera Upgrades", Fund 342, Program 045, to Accumulate Construction Costs for the Project

Council Bill #

CB 2408-16

Agenda dates requested:

Briefing

1st Reading 08/14/24

2nd Reading 08/21/24

Consent

Action, 3rd Reading 08/28/24

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Funding Ordinance

Department(s) involved:

Parks & Facilities

Municipal Court

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

BLeonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Municipal Court Security Camera Upgrades

Partner/Supplier: N/A

Location: 3028 Wetmore Avenue

Preceding action: None

Fund: Fund 342, Program 045 (CIP 1)

Fiscal summary statement:

The proposed Funding Ordinance will provide funding for construction services to remove existing cameras and installation of new cameras and hardware for the Municipal Court Security Camera Upgrades Project. The source of funds is Fund 342, Program 045 (CIP 1). The estimated construction cost is \$310,000.

Project summary statement:

This project will remove existing cameras and hardware that have reached the end of their useful life and replace them with new cameras and hardware. A total of 35 high-definition cameras will be installed throughout the public facing areas of the interior and exterior of the building.

Construction will include the procurement and installation of cameras and hardware based on a schematic design submitted by the contractor. Municipal Court staff have been engaged in the process and their recommendations were incorporated into the design and placement of cameras based on priority and areas of concern.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Construction Project entitled "Municipal Court Security Camera Upgrades Project", Fund 342, Program 045, to accumulate construction costs for the project.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled, “Municipal Court Security Camera Upgrades”, Fund 342, Program 045, to accumulate all design and installation costs for the project.

WHEREAS,

- A.** The City Council recognizes the need to maintain and service security cameras in secured facilities throughout the City of Everett.
- B.** The City Council recognizes the value and need to provide Municipal Court Judges, Clerks, Staff and Visitors a monitored and safe area within Everett Municipal Court while conducting routine business and associated court activities within the building and on the grounds of the facility.
- C.** The City recognizes that the existing cameras at Everett Municipal Court have reached the end of their useful life and require replacement.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled “Municipal Court Security Camera Upgrades”, Fund 342, Program 045.

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

Section 3. The estimated cost for the project is \$310,000.

Section 4. The sum of \$310,000 is hereby appropriated to Fund 342, Program 045, “Municipal Court Security Camera Upgrades” project.

A. Use of Funds	
Construction	<u>\$ 310,000</u>
Total	\$ 310,000
B. Source of Funds	
CIP 3	<u>\$310,000</u>
Total	\$310,000

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance Closing a Special Improvement Project Entitled "Silver Lake Trail", Fund 354, Program 075, as Established by Ordinance No. 3886-22

Council Bill #

CB 2408-17

Agenda dates requested:

Briefing

1st Reading 08/14/242nd Reading 08/21/24

Consent

3rd Reading & Action 08/28/24Ordinance **X**

Public hearing

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

Closing 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: Silver Lake Trail**Partner/Supplier:** Tastad Construction, Inc.**Location:** 11405 W Silver Lake Road, Everett, WA**Preceding action:** Funding Ordinance [3886-22](#)**Fund:** Fund 354, Program 075 (CIP3)**Fiscal summary statement:**

The source of funds for the Silver like Trail project was \$1,000,000 from CIP-3, a grant from Snohomish County reimbursed in the amount of \$80,000, and \$250,000 for trail and street wayfinding and improvements from the Street and Alley Vacation Fund 145.

The project was completed at a total cost of \$1,031,656. All expenses for the project have been paid. The remaining balance of \$298,344 will be transferred back to CIP-3.

Project summary statement:

City of Everett has completed a hard-surfaced multi-use trail around Silver Lake. In 2023, the Parks and Facilities Department completed the trail segment through Thornton A. Sullivan Park and around Silver Lake. The scope of work included: constructing a continuous 10-foot-wide asphalt trail through the park connecting Silver Lake Drive to the South with Silver Lake Road to the North; creating and installing a comprehensive City of Everett branded trail and street wayfinding program; improved storm drainage; landscaping; and the demolition of a dilapidated structure on the southern portion of the park.

All work was completed on time and within budget and to the full satisfaction of the Parks and Facilities Department.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "Silver Lake Trail", Fund 354, Program 075, as established by Ordinance No. 3886-22.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Silver Lake Trail”, Fund 354, Program 075, as established by Ordinance No. 3886-22.

WHEREAS,

- A.** The Silver Lake Trail, Fund 354, Program 075 was established to provide for the accumulated costs of design, permitting and construction of a multi-use trail.
- B.** The purpose of the fund has been accomplished.
- C.** There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the special construction fund, Fund No. 354, Program 075, Silver Lake Trail be closed.

Section 2. That the final revenues and expenses for Silver Lake Trail, Fund 354, Program 075, are as follows:

REVENUES

CIP 3	\$ 1,000,000
Fund 145-Street & Alley Vacation	\$ 250,000
Snohomish County Grant—REET 2	<u>\$ 80,000</u>
Total	\$ 1,330,000

EXPENSES

CIP 3	\$ 701,656
Fund 145-Street & Alley Vacation	\$ 250,000
Snohomish County Grant—REET 2	\$ 80,000
Transfer to CIP 3	<u>\$ 298,344</u>
Total	\$ 1,330,000

Section 3. That the remaining balance of \$298,344 to be transferred to CIP 3.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary

corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

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

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance creating a special improvement project entitled “WFP Air Scour Blower Building Replacement” Fund 336, Program 034, and repealing Ordinance No. 3915-22

Council Bill #

CB 2407-15

Agenda dates requested:1st Reading 07/31/24

Proposed action 08/07/24

Consent

3rd Reading 08/14/24

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: Plans & Systems Ordinance**Project:** WFP Air Scour Blower Building Replacement**Partner/Supplier:** TBD**Location:** Water Filter Plant**Preceding action:** Ordinance No. 3915-22, approved [12/14/22](#)**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 project is \$1,350,000.

Project summary statement:

This project includes the demolition and replacement of an existing 250 square-foot building located on the south end of the filter building. A new structure will be constructed adjacent to the existing building, which will house two air scour blowers and associated electrical and control components.

The air scour blower system agitates water filtration media during the filter backwash process and is a critical component of the filtration system.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “WFP Air Scour Blower Building Replacement” Fund 336, Program 034.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “WFP Air Scour Blower Building Replacement” Fund 336, Program 034, to accumulate all costs for the improvement and repealing Ordinance No. 3915-22.

WHEREAS,

- A.** The City of Everett is committed to a planned water system infrastructure 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 034, entitled “WFP Air Scour Blower Building Replacement” to accumulate all costs for the improvement. Ordinance No. 3915-22 is hereby repealed. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

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

Section 3. The sum of \$1,350,000 is hereby appropriated to Fund 336, Program 034, “WFP Air Scour Blower Building Replacement” as follows:

A. Estimated Project Costs	\$ 1,350,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$ 1,350,000

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: Establishment of an Everett Chamber of Commerce and 2024 Q3 Covid Relief Funds Resolution

Council Bill # *interoffice use*

Agenda dates requested:

Briefing 8/14/2024
Proposed action
Consent
Action 8/21/2024
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Resolution

Department(s) involved:

Community
Development/Admin

Contact person:

Julie Willie

Phone number:

Email:

jwillie@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: 2024 Q3 Covid Relief Funds Resolution

Partner/Supplier: NA

Location: NA

Preceding action:

Approval of Pallet shelter expansion with ARPA funds on [9/1/21](#); approval of Resolution authorizing Everett Forward Grants on [10/27/21](#); approval of Resolution authorizing up to \$5,620,000 for projects and initiatives on [5/11/2022](#); approval of Resolution authorizing up to \$7,950,000 for projects and initiatives on [10/5/2022](#); approval of \$1,200,000 on 3/29/2023; approval of \$2,250,000 for projects and initiatives on [8/2/2023](#); approval of funding ordinance on [12/13/2023](#) for \$1,404,709; approval of 2024 budget amendment #1 for \$800,000;

Fund:

Fiscal summary statement:

The City was granted \$20,695,570 in ARPA funds, to date \$19,186,194.23 has been authorized by Council for spending, either through resolutions or budget amendment/funding ordinances. The funds have also earned interest around \$628,330.42. This leaves a balance of approximately \$2,137,706.19 for future appropriations. Staff are requesting the use of up to \$600,000 of the City's funds from the Covid Recovery Fund to establish an Everett Chamber of Commerce. It is anticipated approximately \$50K will be used for a professional service contract to work alongside an advisory board who will determine the requirements and desired outputs of the Chamber and its fiscal structure for its launch in 2025. The remaining \$550K will be allocated in a stepdown fashion over the next 3 years.

Project summary statement:

As briefed in June 2024, staff are requesting the adoption of a resolution to proceed with the use of up to \$600,000 of Covid Recovery Funds for the renewed need for a stand-alone city chamber of commerce. This is based on feedback from Everett businesses, emphasizing the city's current economic development opportunities and increased interest from business owners. A future Chamber will support and attract business, providing essential services such as networking events, business education and tailored support and advocacy for small businesses. The development of a chamber as a partnership organization will provide needed services for our business community and grow efficiency and capacity for current city staff efforts.

Recommendation (exact action requested of Council):

Adopt a Resolution concurring with staff recommendation and authorizing the Mayor to implement the next steps to establish an Everett Chamber of Commerce.

RESOLUTION NO. _____

A RESOLUTION authorizing next steps for Covid Recovery (formerly ARPA) funded projects and initiatives.

WHEREAS,

- A. The City of Everett is the recipient of \$20,695,570 from the Coronavirus Local Fiscal Recovery Fund, as authorized by the American Rescue Plan Act (ARPA). These funds represent a one-time opportunity to invest federal dollars toward the City's most pressing community challenges and recovery efforts. These funds must be spent within the guidelines established by the U.S. Treasury, and they are separate from the City's annual budget process.
- B. At its meetings during 2021-2024, the City Council has previously held briefings and a workshop for consideration of ARPA investments and approval of some uses of ARPA funds. As of this briefing, \$19,186,194.23 has been approved by Council through resolution or regular budget amendment process.

Council Meeting Date	Council Item
September 1, 2021	Approval of Pallet Shelter Expansion with ARPA Funds (\$477,734.31)
October 27, 2021	Approval of Resolution Authorizing Everett Forward Grant Program with ARPA Funds (\$1,000,000)
November 17, 2021	Council Workshop to Discuss ARPA Investments priority areas and potential projects
February 16, 2022	Council Briefing to Discuss ARPA Investments project updates
May 11, 2022	Adoption of Resolution authorizing next steps with projects and initiatives using up to \$5,620,000 of ARPA funds, including additional pallet shelter expansion (\$2,700,000), Service Coordination for those unsheltered (Chart 2.0) / Immediate outreach and navigation (\$870,000), Everett Point Industrial Center (EPIC) Green Bridge Type, Size & Location Study (TS&L) (\$450,000), Digital Permit Accelerator (\$500,000), Increase public restrooms (\$500,000), Clean Everett Program (\$600,000).
October 5, 2022	Adoption of Resolution authorizing next steps with projects and initiatives using up to \$7,950,000 of ARPA funds, including Daytime Service Access /Shelter (\$2,000,000), Repurpose City Building (\$500,000), Increase Mental Health Support (\$1,475,000), Increase Human Needs Funds (\$100,000), Everett Forward Round 2 (\$1,000,000), Utility Loss (\$1,000,000), Public Safety Gun Buy Back (\$25,000), Police Property Room Relocation Design/Scope (\$400,000), Fire Training Facility Design (\$400,000), Additional Funds for Public Restrooms (\$750,000), Urban Forest (\$300,000).
March 29, 2023	Adoption of Resolution authorizing next steps with projects and initiatives using up to \$1,200,00 of ARPA funds, including Business and Economic Development- South Everett (WHEB Triangle) Equitable Business Strategy (\$200,000), Public Safety Gun Buy Back #2 Gift cards for a second gun buyback event (\$50,000), Council recovery Grant Allocations \$100,000 per

	Council member to allocate to ARPA eligible projects (\$700,000), Staff Support for ARPA Fund Management Temporary staff position to assist with, contract management, compliance and administration of ARPA funds and projects as needed (\$250,000).
August 5, 2023	Adopt a Resolution authorizing next steps with projects and initiative using up to \$2,150,000 of Covid Recovery Funds, including Housing Hope Childcare with Workforce Development (\$1,000,000) Provide funds to support the capital development of a New Tomorrow's Hope Child Development Center, which will provide 230 childcare slots and a childcare workforce job training program to increase the number of qualified early childhood educators for childcare facilities in Everett and the County. Everett Community College Early Learning Center (ELC) (\$150,000) Provide funds to support ELC administrative operations to allow for continued re-building of early childhood education programs following threat of closure in 2021. Compass Health Intensive Behavioral Healthcare Services (\$1,000,000) Provide funds to support the capital development of Phase 2 of Compass Health's three phased transformation of their campus on Broadway. This phase includes an additional 16 bed inpatient evaluation and treatment unit and high-intensity behavioral health services.
December 13, 2023	Adopt a funding resolution authorizing 2024 Budget Replacement in the amount of \$1,040,709 to support Clare's Place (\$200K), Human Needs Fund (\$456,800) VOA Senior Center (\$300K), Bezos Rent Support (\$69,120) and AHA dues (\$14,789).
May 5, 2024	Adopt Budget Amendment #1 to include \$700K for Council members to each allocate \$100K to Covid Recovery eligible projects and \$100K to Council of Neighborhoods.

- C. On May 31, 2023, Council passed a resolution to create a City-sponsored COVID recovery fund which will be used to carry on the programs originally approved in Resolutions 7775, 7817, and 7878, and additional programs and projects approved through future Council Resolutions.
- D. In accordance with City Council direction, City staff has brought forward to City Council the following additional projects and initiatives that are ready for implementation:

Project/Initiative Description	Estimated Cost:
Everett Chamber of Commerce- for the re-establishment of a City of Everett stand-alone chamber. This is based on feedback from Everett businesses, emphasizing the city's current economic development opportunities and increased interest from business owners. A future chamber will support and attract business, providing essential services such as networking events business education and tailored support and advocacy for small businesses. The development of a chamber as a partnership organization will provide needed services for our business community and grow efficiency and capacity for current city staff efforts.	\$600,000

- E. The purpose of this resolution is to authorize the City to implement these projects and initiatives.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Allocation. The City Council determines to use an amount not to exceed \$600,000 of the City's funds from the Coronavirus Local Fiscal Recovery Fund for the projects and initiatives listed in Recital D above.
2. Authority to Proceed with Implementation. In accordance with the applicable laws and regulations that govern Coronavirus Local Fiscal Recovery Fund, the Mayor is authorized to proceed to implement the projects and initiatives listed in Recital C above. City staff is directed to bring to City Council any items that City Council must approve to implement these projects and initiatives, including, for example, any necessary budget amendment(s), ordinances, or additional resolutions. In accordance with and to the extent required by the City's Procurement Policy, staff will also bring to City Council the contracts, requests for proposals, calls for bids, and other procurement matters as may be necessary for implementation of these projects and initiatives.
3. Quarterly Updates. City staff shall provide updates to City Council on the status of implementing these projects and initiatives approximately once a quarter.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2024.

Council President

Covid Relief Resolution for Everett Chamber

August 14, 2024

Julie Willie, Community Development Director

Tyler Chism, Placemaking Manager



Recap of June 12, 2024 Chamber Briefing

History of the chamber

- Founded in 1892
- Merged with other organizations to form EASC in mid-2000s

Key functions of a chamber

- Business resources and networking
- Community engagement and promotion
- Advocacy

Why Everett should reestablish a chamber

- Businesses are asking for an Everett Chamber
- Without a chamber we're at a strategic disadvantage
- Chambers are critical for a thriving business ecosystem
- Continue to generate economic momentum
- Generates revenue for the City



Next Steps and Timeline

August 2024: Resolution for chamber funding

2024: A program is developed to launch the chamber

2025: Launch an Everett Chamber of Commerce

Dispersal of funds over a multi-year period

Future: Everett Chamber is self-supported; City is a member



Previously approved Covid Relief (ARPA) Projects

Project	Status
Pallet Shelter Purchase	✓
Everett Forward Grant Round 1	✓
Pallet Shelter expansion	In progress
Case Management/CHART 2.0	In progress
Everett Point Industrial Center Study	In progress
Digital Permit Accelerator	✓
Public restrooms	In progress
Clean Everett Program	In progress
Daytime Service Access/ Shelter	✓
Repurpose City Building	Removed
Increase Mental Health Support	In progress
Addition to Human Needs Funds	✓
Everett Forward Grant Round 2	✓
Utility Loss	✓

Project	Status
Public Safety Gun Buy Back	✓
Police Property Room Move Design	In progress
Fire Training Facility Design	In progress
Urban Forest	In progress
WHEB Triangle Business and Econ Dev	In progress
Public Safety Gun Buy Back #2	✓
Admin Support for Covid Relief /ARPA	In progress
Council Covid Relief Allocations Round 1	In progress
Council Covid Relief Allocations Round 2	In progress
Housing Hope Capital Support	In progress
Compass Health Capital Support	In progress
Everett Community College Early Learning	In progress
Council of Neighborhoods	In progress



Overview of City of Everett Covid Relief Program (Former ARPA) FUNDS

TOTAL ARPA Award	\$20,695,570
	(+\$628,330 interest earned)
Total Revenues	\$21,323,900
Previous Authorized Amount	\$ 19,185,485
Funds Not Yet Allocated	\$2,138,415
2024 Q3 Requested Amount	\$600,000



2024 Q3 Covid Relief Project Requests

Project	Requested Amount
Everett Chamber of Commerce- to re-establish a stand-alone city of Everett chamber. This is based on feedback from Everett businesses, emphasizing the city’s current economic development opportunities and increased interest from business owners.	\$600,000
TOTAL 2024 Q3 Request	\$600,000



Next:

- Council Action- August 21, 2024
 - Council to adopt resolution concurring with staff recommendations and authorizing the Mayor to direct funds towards the establishment of an Everett Chamber.
- Facility staff will request additional funds for public restrooms.
- Staff will be requesting a portion of the remaining Covid Relief funds for a one-time allocation to assist the 2025 Budget Balance.





EVERETT CITY COUNCIL Public Comment Form

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

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

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

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

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

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

DATE: 8-14-2024

NAME (required): Timothy A Whetstone

CITY (required): EVERETT ZIP (required): 98203

EMAIL (optional): Unionmechanical@comcast.net PHONE (optional): 425-923-0376

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 #: PROP 1

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

YDP ACTION

Public Comment forms are public records and are subject to disclosure pursuant to the Public Records Act (RCW 42.56) and may be posted online with City archived records.