



Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, August 28, 2024
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: August 21, 2024

Mayor's Comments

Public Comment

Council Comments/Liaison Reports

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$2,506,269.28 For The Period Ending August 10, 2024 Through August 16, 2024.

Documents:

[RES CLAIMS PAYABLE AUG 10, 2024 - AUG 16, 2024.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,505,571.65 For The Period Ending August 10, 2024.

Documents:

[2024 RESOLUTION FOR PAYROLL PAY PERIOD 17.PDF](#)

(3) Approve Amendment No. 1 To Invitation For Bid #2023-157 Vehicle Upfit And Service Bodies And Authorize The Mayor To Sign Amendment No. 1 With Aalbu Brothers Fabrication Not To Exceed \$1,800,000 Including Washington State Tax.

Documents:

[VEHICLE UPFIT AND SERVICE BODIES AMENDMENT NO. 1.PDF](#)

(4) Authorize The Mayor To Sign The Professional Services Agreement With Catholic Community Services To Administer Everett Utilities Low-Income Discount Program.

Documents:

CATHOLIC COMMUNITY SERVICES OF WESTERN WASHINGTON-LOW
INCOME ASSISTANCE PROGRAM-PSA.PDF

(5) Award The Contract For The Water Filter Plant Air Scour Blower Building Replacement Project To IMCO General Construction, Inc. In The Amount Of \$948,290.00.

Documents:

[IMCO-WFP AIR SCOUR BLOWER BLDG REPL-AWARD-BROWN.PDF](#)

(6) Accept The 2021 Pavement Maintenance Overlay As Complete And Authorize The Mayor To Sign The Certificate Of Completion.

Documents:

[LAKESIDE INDUSTRIES-2021 PAVEMENT MAINTENANCE OVERLAY.PDF](#)

(7) Accept The Construction Of The Everett Police Firing Range Bullet Trap Replacement Project As Complete And Authorize The Mayor To Sign The Certificate Of Completion With Action Target, Inc. In The Amount Of \$477,516.

Documents:

[POLICE FIRING RANGE BULLET TRAP REPLACEMENT.PDF](#)

(8) Adopt A Resolution Declaring A 2013 Tiger Prowler Mower (M0075) And Trailer (T0072) Surplus And Authorizing Sale At Public Auction.

Documents:

[RESO_M0075 2013 TIGER PROWLER MOWER.PDF](#)

(9) Adopt A Resolution Declaring A 2015 John Deere Terraincut Mower (S0141) Surplus And Authorizing Sale At Public Auction.

Documents:

[RESO_S0141 2015 JOHN DEERE.PDF](#)

(10) Adopt A Resolution Declaring A 2008 Chevrolet 1500 Silverado Pick-Up Truck (V0192) Surplus And Authorizing Sale At Public Auction.

Documents:

[RESO_V0192 2008 CHEVROLET SILVERADO.PDF](#)

(11) Award The Russula Commercial Thin Timber Sale (2024-02) To _____ In The Amount Of \$_____ And Authorize The Mayor To Sign The Timber Sale Contract.

Documents:

[RUSSULA COMMERCIAL THIN TIMBER SALE-AWARD.PDF](#)

PROPOSED ACTION ITEMS:

(12) CB 2408-19 – 2nd Reading - Adopt An Ordinance Allowing Birthing Centers On The Ground Floor On Certain Designated Streets, Amending EMC Chapters 19.04 (Definitions)

And 19.05 (Uses). (Public Hearing And 3rd & Final Reading 9/4/24)

Documents:

[CB 2408-19.PDF](#)

(13) CB 2408-20 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Larimer Barn Demolition", Fund 354, Program 097, As Established By Ordinance No. 4005-24. (3rd & Final Reading 9/11/24)

Documents:

[CB 2408-20.PDF](#)

(14) CB 2408-21 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Phil Johnson Ballfields Playground Renovation", Fund 354, Program 089, As Established By Ordinance No. 3968-23. (3rd & Final Reading 9/11/24)

Documents:

[CB 2408-21.PDF](#)

(15) CB 2408-22 – 1st Reading - Approve Ordinance Setting The Meeting Time Schedule For City Council's Regularly Scheduled Meetings And Repealing Ordinance No. 3935-23. (3rd & Final Reading 9/11/24)

Documents:

[CB 2408-22.PDF](#)

ACTION ITEMS:

(16) CB 2408-16 – 3rd & Final 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.

Documents:

[CB 2408-16.PDF](#)

(17) CB 2408-18 – 3rd & Final Reading - Adopt An Ordinance Establishing A Voluntary Separation Incentive Program That Will Be Available To Eligible City Of Everett Employees.

Documents:

[CB 2408-18.PDF](#)

Executive Session

(18) Adopt Amended Council Procedures Resolution With An Effective Date Of September 12, 2024.

Documents:

[RESO_COUNCIL PROCEDURES AMENDMENT_2024.PDF](#)

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 Aug 10, 2024 through Aug 6, 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>
002	General Government	496.61	101	Parks & Recreation	61,039.63
003	Legal	10,817.72	110	Library	15,463.36
005	Municipal Court	200.00	112	Community Theater	34,334.92
009	Misc Financial Funds	162,200.43	120	Public Works-Streets	438.66
010	Finance	50.00	126	MV-Equipment Replacemer	102,400.07
018	Communications, Mktg & Engag	540.00	138	Hotel/Motel Tax	111,624.40
024	Public Works-Engineering	6,841.25	146	Property Management	31,065.92
030	Emergency Management	84.33	149	Senior Center Reserve	3,450.00
031	Police	3,586.87	152	Cum Reserve-Library	457.02
032	Fire	429.00	153	Emergency Medical Service:	55,691.74
			155	Capital Reserve Fund	203,510.19
TOTAL GENERAL FUND		\$ 185,246.21	156	Criminal Justice	1,491.88
			162	Capital Projects Reserve	12,857.71
			336	Water & Sewer Sys Improv I	229.50
			342	City Facilities Construction	200,961.23
			354	Parks Capital Construction	4,020.41
			401	Public Works-Utilities	416,855.78
			402	Solid Waste Utility	1,618.37
			425	Public Works-Transit	652,636.05
			440	Golf	926.12
			501	MVD-Transportation Service	142,325.57
			503	Self-Insurance	34,852.93
			505	Computer Reserve	65,921.65
			637	Police Pension	37,990.42
			638	Fire Pension	60,042.10
			661	Claims	64,169.44
			670	Custodial Funds	4,648.00
			TOTAL CLAIMS		\$ 2,506,269.28

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 August 10, and checks issued August 16, 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	12,844.48	6,876.87
003	Legal	90,016.37	26,661.61
004	Administration	52,795.55	11,908.95
005	Municipal Court	66,352.11	22,829.39
007	Personnel	59,965.41	18,232.73
010	Finance	107,907.35	33,559.81
015	Information Technology	114,956.15	36,296.02
018	Communications and Marketing	22,659.08	6,923.08
021	Planning & Community Dev	123,270.28	36,687.99
024	Public Works	231,966.65	72,534.87
026	Animal Shelter	62,690.54	23,945.41
030	Emergency Management	10,764.80	3,456.87
031	Police	1,220,793.82	310,549.48
032	Fire	744,974.81	180,544.79
038	Facilities/Maintenance	111,242.71	41,181.83
101	Parks & Recreation	177,347.06	59,617.27
110	Library	124,647.75	40,867.88
112	Community Theatre	8,654.24	2,077.71
120	Street	76,339.24	27,724.89
153	Emergency Medical Services	466,551.01	100,509.43
197	CHIP	11,771.44	3,417.11
198	Community Dev Block	3,839.53	1,251.07
401	Utilities	940,030.51	342,373.19
425	Transit	532,278.52	190,902.34
440	Golf	51,909.17	15,134.38
501	Equip Rental	79,003.07	29,008.16
		<u>\$5,505,571.65</u>	<u>\$1,645,073.13</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President

Project title: Approve Amendment #1 to Invitation for Bid #2023-157 Vehicle Upfit and Service Bodies and Authorize the Mayor to Sign Amendment #1 with Aalbu Brothers Fabrication

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 08/28/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Amendment #1

Department(s) involved:

Procurement & Motor
Vehicle Division

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Amendment #1 with Aalbu Brothers Fabrication for Vehicle Upfit and Service Bodies

Partner/Supplier: Aalbu Brothers Fabrication

Location:

Preceding action: [2/14/24](#) Award Invitation for Bid #2023-157 Vehicle Upfit and Service Bodies and Authorize the Mayor to Sign Services Agreement with Al Van Equip NW Inc. and Aalbu Brothers Fabrication
[12/6/23](#) Authorize Release of Invitation for Bid #2023-157 Vehicle Upfit and Service Bodies

Fund: 501 or 401

Fiscal summary statement:

On February 14, 2024, the City Council awarded a contract for Vehicle Upfit and Service Bodies with a maximum compensation of \$1,000,000. As a result of various market conditions and supply chain challenges, the service bodies could not be ordered until 2024. The service bodies must be installed on vehicles before they can be used for daily operations. There is a definitive need for an additional \$670,000 of work to be completed. Staff is requesting an amendment for an additional \$800,000 to cover any unforeseen work that may arise. The award amount for the vehicle upfit and service body installation services is approximately \$1,800,000 annually, including sales tax.

Project summary statement:

The Services Agreement authorizes city staff to request equipment to be installed on city-owned vehicles as needed. Vehicle equipment and fabrication companies provide equipment to build and install custom service bodies and miscellaneous auxiliary equipment on City-owned vehicles and truck chassis.

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

Recommendation (exact action requested of Council):

Approve amendment No. 1 to Invitation for Bid #2023-157 Vehicle Upfit and Service Bodies and authorize the Mayor to sign amendment No. 1 with Aalbu Brothers Fabrication not to exceed \$1,800,000 including Washington state tax.



**AMENDMENT NO. 1
SERVICES AGREEMENT**

This Amendment to 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 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	Aalbu Brothers Fabrication
City Project Manager	Tony Cademarti
	TCademar@everettwa.gov
Original Agreement Date	3/1/2024

AMENDMENTS		
New Maximum Compensation Amount For Contract Year 3.1.24 to 2.28.25	Maximum Compensation Amount Prior to this Amendment for Contract Year 3.1.24 to 2.28.25	\$1,000,000.00
	Compensation Added by this Amendment for Contract Year 3.1.24 to 2.28.25	\$800,000.00
	Maximum Compensation Amount After this Amendment for Contract Year 3.1.24 to 2.28.25	\$1,800,000.00
	Under the Agreement, the City has two (2) one-year extension options. The Maximum Compensation Amount for each of those extension contract years remains \$1,000,000.	
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.	

	<p>This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature.</p>
	<p>All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. 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.</p>

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

AALBU BROTHERS FABRICATION

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Francis Craven

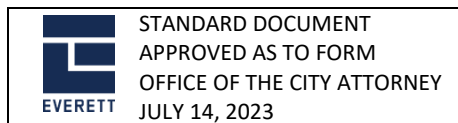
Signer's Email Address: francis@aalbubrothers.com

Title of Signer: President

Date

ATTEST

Office of the City Clerk



Project title: A Professional Services Agreement with Catholic Community Services to administer Everett Utilities Low-Income Assistance Program.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 8/28/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Agreement

Department(s) involved:

Public Works

Contact person:

Shaun Bridge

Phone number:

425-257-8823

Email:

sbridge@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Everett Utilities Low-Income Assistance Program

Partner/Supplier: Catholic Community Services

Location: Citywide

Preceding action: Previous Agreements signed [8/16/17](#) and [12/4/20](#)

Fund: 401 – Water & Sewer Utility Fund

Fiscal summary statement:

The source of funds will be Fund 401 – Water & Sewer Utility Fund and the programmed available funding over the life of the 4-year agreement will be \$200,000.

Project summary statement:

Since 2017, Everett Utilities has been offering financial assistance to qualifying customers who are at risk of service disconnection. This program has been administered by Catholic Community Services since inception. By contracting this service out, our internal customers are provided a high level of customer service, and the contractor is better able to provide additional resources on other programs that our low-income households may qualify for.

The current agreement expires in December and the department is recommending that City Council authorize the Mayor to sign a new agreement which will be in effect from 2025 through 2028.

Two key changes that the Department would like to implement in this agreement are increasing the annual benefit and expanding program eligibility to vulnerable seniors who already qualify for a low-income senior/disabled rate. The annual benefit is currently \$500, and this agreement will increase that amount to \$700. This is necessary to reflect the increasing monthly rate for utility services and maintain the benefit level. Currently, those customers who qualify for a low-income senior/disabled rate are ineligible for the low-income assistance program. This agreement will remedy that by allowing a reduced benefit that will supplement the existing low-income senior/disabled rate.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with Catholic Community Services to administer Everett Utilities Low-Income Discount Program.



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the Service Provider identified in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing services to the City as set forth in the Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

BASIC PROVISIONS	
Service Provider	Catholic Community Services of Western Washington
	1918 Everett Avenue
	Everett, WA 98201-3607
	kellis@ccsww.org
City Project Manager	Lindsay Moo – Support Services Manager
	City of Everett – Public Works Finance
	3200 Cedar Street
	Everett, WA 98201
Brief Summary of Scope of Work	lmoo@everettwa.gov
	Administration of Everett Utilities Low-Income Assistance Program
Completion Date	December 31, 2028
Maximum Compensation Amount	\$200,000

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Lockton Companies
	(303) 414-6000
	angie.martin@lockton.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: Click for pop up menu</p> <p>"DRS retirement system" refers to any of the following Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>"Service Provider Personnel" includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then "Service Provider Personnel" refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

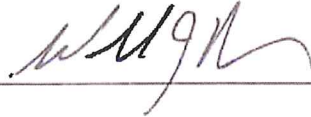
IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

**CITY OF EVERETT
WASHINGTON**

**CATHOLIC COMMUNITY SERVICES OF WESTERN
WASHINGTON**

Cassie Franklin, Mayor

Signature: _____



Name of Signer: WILL RICE

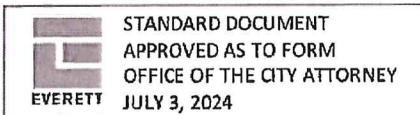
Signer's Email Address: WILLR@CCSWW.ORG

Title of Signer: VICE PRESIDENT/NW AGENCY DIRECTOR

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.070324)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work attached as Exhibit A. The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider's proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider's design shall be reasonably accurate, adequate and suitable for its intended purpose.
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. Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a "Work For Hire" as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a "Work For Hire" under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not

identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.

- D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
 - E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.
5. **Method of Payment.**
- A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.
 - B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions or to an address designated by the City Project Manager in writing.
6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the

scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's obligations under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the termination of this Agreement.
11. **Insurance.**
 - A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
 1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.

2. Commercial General Liability (CGL) Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
 4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
 - C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
 - D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
 - E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Service Provider's obligations to fulfill the requirements of this Section.
 - F. If the Professional Errors and Omissions Insurance is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
 - G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide

the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

- H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

- 12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. **Independent Contractor.**

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City.

Service Provider 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 Provider, 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 Provider's employees, while so engaged on any of the Work.

- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider 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 Provider 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 Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider 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 Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **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.
24. **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 Provider.
25. **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.
26. **Notices.**
- A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **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.

29. **City Marks.** Service Provider 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.
30. **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.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplis/search.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **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.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS
(v.070324)**

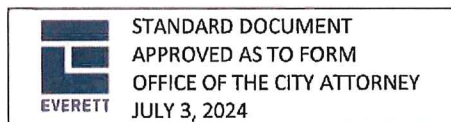


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

Exhibit A – Scope of Work

I Project Description

The primary goal of the Everett Low-Income Discount Program (PROGRAM) is to provide positive financial outcomes to low-income City of Everett Utilities (CITY) customers (CUSTOMERS) living within Everett city limits who find themselves unable to pay their CITY water and sewer bill.

The PROGRAM shall adhere to CITY POLICY #1000-25-01 – Low-Income Assistance Policy (Exhibit “C”).

SERVICE PROVIDER recognizes that CITY POLICY may be amended during the duration of this AGREEMENT. SERVICE PROVIDER and CITY must mutually agree to changes to CITY POLICY and whether those changes warrant an amendment to AGREEMENT.

The CITY will make an annual contribution of \$100,000 to the Program from the Utility Fund (Fund 401). The SERVICE PROVIDER shall make pledges to qualifying CITY customers to credit their CITY accounts based on CITY POLICY guidelines and use the annual contribution to pay those pledges to the CITY.

II. SCOPE OF WORK

The SERVICE PROVIDER shall be responsible for the following tasks:

A. Program design

1. Prior to PROGRAM launch by CONSULTANT, meet with CITY staff to discuss the development, implementation and launch of PROGRAM. It is anticipated that there will need to be four meetings between SERVICE PROVIDER and CITY staff to finalize the PROGRAM launch.
2. SERVICE PROVIDER shall develop application/eligibility form for CUSTOMER applicant.
3. Update the PROGRAM design throughout the term of agreement as necessary subject to CITY approval.
4. This PROGRAM shall be in effect beginning January 1, 2025.

B. Program Access

1. Allow CITY to use SERVICE PROVIDER'S name and logo in PROGRAM marketing and promotional material.
2. Respond to PROGRAM questions from CUSTOMERS in-person and over the telephone as well as on SERVICE PROVIDER's Website
3. Provide a single telephone number, which the CITY will publish, for CUSTOMERS to call for PROGRAM information.
4. Provide Staff availability three days per week for walk-in referrals.
5. Evaluate low-income CUSTOMERS applications according to approved PROGRAM design
6. Provide CUSTOMERS with referrals to additional agencies or programs as appropriate.

C. Program Funds

1. All funds for this PROGRAM are to be provided by THE CITY.
2. SERVICE PROVIDER shall hold all PROGRAM donations, reserve funds, and any and all interest, dividends, or capital gains earned on PROGRAM funds as part of the PROGRAM's direct service funds.
3. Make pledges to CUSTOMERS according to the approved CITY POLICY and coordinate pledges with the CITY.
4. Follow standard accounting practices and reporting involved with the management of donated funds, including acceptable and audited accounting of the PROGRAM. SERVICE PROVIDER shall notify CITY, in writing, of any audit findings in relation to the PROGRAM. SERVICE PROVIDER shall take corrective action to resolve audit findings related to the PROGRAM.
5. Any unexpended funds shall be carried forward to subsequent years. At termination of agreement, all unexpended funds including any earnings on those funds shall be returned to the CITY

D. Program Reporting – SERVICE PROVIDER Shall Perform the Following Functions

1. Category, total pledges made, number of CUSTOMERS receiving pledges, and ending financial account balance(s)
2. Maintain records of pledges, including CUSTOMERS name and CITY account number throughout the term of the contract
3. Provide daily updates to City listing applicants to PROGRAM via "Daily Activity Report" including CITIZEN'S account Provide the CITY monthly reports of beginning financial account balance(s)total donations received by number, contact date and application status, including awarded amounts.

E. Coordination with Other Agencies Coordinate with other community agencies as necessary.

III. Location

All work will be performed at the SERVICE PROVIDER'S offices, at 1918 Everett Avenue, Everett, WA 98201, or other locations SERVICE PROVIDER and CITY deem appropriate.

Exhibit B - Compensation:

Payment for all work under Section II, B-E, shall be payable on a fixed price basis. The amount shall be \$3,464.00 per month. This payment shall be adjusted annually by the June-to-June CPI when the data becomes available.

Payment shall be made in accordance with the terms of the Contract.

The total cost of work performed under this scope shall not exceed \$200,000.00.

Duration

The Agreement shall expire on December 31, 2028.

**EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT**

**SELECT ONE OF THE FOLLOWING METHODS OF COMPENSATION, EACH OF WHICH IS
SUBJECT TO THE MAXIMUM COMPENSATION AMOUNT**

- ☐ **HOURLY RATE.** The City shall pay Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified below for staff performing the Work.

Name	Title	Rate

If there are more staff than rows in the table above, then those staff names, titles, and rates shall be provided in the Scope of Work.

- ☐ **PROGRESS PAYMENTS.** The City shall pay Service Provider the following amounts upon the completion of the following tasks.

Task	Amount Paid on Task Completion

If there are more tasks than rows in the table above, then those tasks and payment amounts shall be provided in the Scope of Work.

- ☐ **LUMP SUM.** The City shall pay Service Provider \$ _____ upon the completion of the Work.

- ☒ **METHOD CONTAINED IN SCOPE OF WORK.** The City shall pay Service Provider as set forth in the Scope of Work.

- ☐ **METHOD CONTAINED IN ATTACHED PAGE(S).** The City shall pay Service Provider as set forth in the spreadsheets or other documents attached to this Exhibit B.

Project title:

Award the contract for the Water Filter Plant Air Scour Blower Building Replacement Project to IMCO General Construction, Inc. of Ferndale, WA in the amount of \$948,290.00.

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 8/28/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Bid Summary

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

425-257-7210

Email:

jmarrs@everettwa.gov

Consideration: Award of Contract

Project: Water Filter Plant Air Scour Blower Building Replacement

Partner/Supplier: IMCO General Construction, Inc.

Location: Water Filter Plant

Preceding action: Call for Bids – [5/29/24](#)

Fund: Fund 336 – Water and Sewer System Improvements Fund

Fiscal summary statement:

Project funding is provided by Fund 336 – Water and Sewer System Improvements Fund. The approved budget for the project is \$1,350,000.00

Project summary statement:

The Water Filter Plant Air Scour Blower Building Replacement Project encompasses the replacement of a small, existing building that houses a single air scour blower. The existing building will be demolished and replaced with a new, larger building that will house two air scour blowers along with associated electrical equipment and controls, which will provide operational improvements and redundancy.

Bids were opened on July 16, 2024, and four (4) bid proposals were received for the proposed demolition project. IMCO General Construction, Inc. was the lowest responsive and responsible bidder at a price of \$948,290.00. Public Works staff recommend that IMCO General Construction, Inc. be awarded the contract for the Water Filter Plant Air Scour Blower Building Replacement Project in the amount of \$948,290.00.

Recommendation (exact action requested of Council):

Award the contract for the Water Filter Plant Air Scour Blower Building Replacement Project to IMCO General Construction, Inc. in the amount of \$948,290.00.

Initialed by:

RLS

Department head

Administration

Council President



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

BID SUMMARY

Water Filtration Plant Air Scour Blower Building Replacement

W.O.# UP 3813

Date: 7/16/2024

For:

Bidder Name:	Bidder Totals:
ENGINEER'S ESTIMATE	\$1,082,830.00
IMCO General Construction	\$948,290.00
Accord Contractors	\$1,288,294.28
McClure and Sons	\$1,392,207.99
Award Construction	\$1,456,883.75

Project title: 2021 Pavement Maintenance Overlay

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 8/28/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments: Final Contract Voucher, Final Estimate, Certificate of Completion & Vicinity Map -Two copies each

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: Final Acceptance & Certificate of Completion

Project: 2021 Pavement Maintenance Overlay

Partner/Supplier: Lakeside Industries, Inc.

Location: Citywide

Preceding action: Award: [5/19/21](#)

Fund: Fund - 119 Street Improvements, Fund 401 - Water/Sewer Utility

Fiscal summary statement:**CONTRACT SUMMARY**

Fund 119 – Street Improvements	\$ 2,585,338.80
Fund 401 – Water/Sewer Utility	<u>296,256.80</u>
Contract Total	<u>\$ 2,881,595.60</u>

FINAL PAYMENT

Fund 119 – Street Improvements	\$ 2,429,183.84
Fund 401 – Water/Sewer Utility	<u>298,882.00</u>
Total Payment	<u>\$ 2,728,065.84</u>

Project summary statement:

The general contractor, Lakeside Industries, Inc. completed the 2021 Pavement Maintenance Overlay Project in accordance with the Project's plans and specifications and to the satisfaction of the Public Works Department.

Recommendation (exact action requested of Council):

Accept the 2021 Pavement Maintenance Overlay as complete and authorize the Mayor to sign the Certificate of Completion.



CERTIFICATE OF COMPLETION

Project:	2021 Pavement Maintenance Overlay
Contractor:	Lakeside Industries, Inc.
Work Order Number:	PW 3751

The above-mentioned Project was constructed per the plans and specifications and to the satisfaction of the Public Works Department.

The Contractor physically completed the Project within the time allowed in the Contract.

It is recommended that the City accept this Project as complete.

This certificate waives no rights that the City may have under the Contract, including without limitation rights to enforce the Contract against the Contractor for defective work.

Recommended:



Ryan Sass, Director of Public Works

Date: 8-14-2024

Approved:

Cassie Franklin, Mayor

Date: _____

ATTEST:

Office of the City Clerk

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
FEBRUARY 8, 2023



Final Contract Voucher Certificate

Contractor Lakeside Industries, Inc			
Street Address PO Box 247			
City Monroe	State WA	Zip 98272	Date August 6, 2024
Work Order No. PW 3751			
Project Title 2021 Pavement Maintenance Overlay			
Date Work Physically Completed November 3, 2021		Final Amount \$2,728,065.84	

Contractor's Certification

I, the undersigned, certify and declare, under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct: I am authorized to sign for the claimant; that in connection with the work performed and, to the best of my knowledge, no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Everett, nor have I rented or purchased any equipment or materials from any employee of the City of Everett; that the attached final estimate is a true and correct statement showing all the monies due the claimant from the City of Everett for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same and; that I, on behalf of the claimant, hereby release and forever discharge the City of Everett from any and all claims of whatsoever nature which I or the claimant may have, arising out of the performance of said Contract, which are not set forth in said final estimate.

DATED at Monroe, Wa this 6th day of August, 2024.
(City, State)


Contractor Authorized Signature
Loren Tonsgard
Printed Name

Operations Manager
Title

Public Works Department Certification

I certify to the best of my knowledge the attached final estimate to be based upon actual measurements, and to be true and correct.

Approved Date August 6, 2024


Keith Alewine, Construction Manager


Ryan Sass, Director of Public Works

The Affidavit of Wages Paid must be prepared by the prime contractor, all subcontractors, and all subcontractor's agents and forwarded with the Final Contract Voucher Certification. Contractor's Claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached. Scanned and/or e-signatures have same effect as ink signatures.



**City of Everett
Construction Management**

Affidavit of Amounts Paid DBE Participants

Contractor: Lakeside Industries, Inc.			Date: 8/12/22	
Address: P. O. Box 7016		City: Issaquah	State: WA	Zip Code: 98037
Project Title: 2021 Pavement Maintenance Overlay			Project Work Order #: 3751	
Federal Aid Project Number (if Federally Funded)				
Contract Bid Price: \$3,093,472.80		DBE Condition of Award: \$ 0.00		
DBE Participant Name and Address	Ethnic Code	Contract Type	Bid Item No.(s)	Amount Paid Participants (Including retainage held)
G & G Inc. 18044 SE 224 th St, Kent, WA, 98042	H	S	A-11, A-12, A-13, A-27, H-11	\$165,272.50
O'Bunco Engineering Inc. 1042 West James St, Ste 103, Kent, WA 98032	B	S	A-1, B-1, D-1, H-1	\$8,045.01
Ethnic Code: B = Black H = Hispanic A = Asian American I = American Indian and Alaskan Native O = Other		Contract Type: S = Subcontractor M = Material Supplier JV = Joint Venture		Total DBE Participation Achieved \$173,317.51

Affidavit

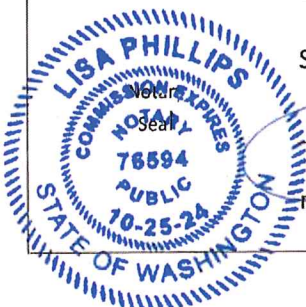
I, the undersigned, do hereby certify that in connection with all work on the project for which this statement is submitted, each DBE participant contracted by me has been paid the amounts shown for bid items, or portions thereof, listed.

Signature *Matt R. Lopez* Title Project Manager

Subscribed and sworn before me this: 12th day of August, 2022

Lisa Phillips Notary Public in and for the State of Washington

residing at Woodinville



**THIS FORM IS REQUIRED WITH THE FINAL ESTIMATE
FROM THE PRIME CONTRACTOR ON ALL PROJECTS**

SUBCONTRACTOR TRACKING LOG

Project: 2021 Pavement Maintenance Overlay

Job Number: PW - 3751

Contract Amount at Bid (excludes WSST) \$3,093,472.80

Req #	Subcontractor	UBI #	Amount \$	This %	Prior %	% To Date	COE Bus Lic Exp	DBE	L&I Intent	Date	L&I Affdvt	Date
	Lakeside Industries, Inc	601106847						No	1151496	6/23/21	1106101	4/5/22
1	Apply-A-Line LLC	600553941	\$160,037.44	5.17	0.00	5.17		No	1159232	7/11/21	1087929	1/21/22
2	PR Systems LLC	601303110	\$115,872.25	3.75	5.17	8.92		No	1157703	7/15/21	1070520	11/30/21
3	Springbrook Nursery & Truck	602596854	\$14,700.00	0.48	8.92	9.40		No	1161820	7/28/21	1075381	11/30/21
4	Great Western Transport	600378537	\$14,700.00	0.48	9.40	9.88		No	1159668	7/22/21	1082896	1/3/22
5	Murray Gudmundson-Jr Cons	602830499	\$14,700.00	0.48	9.88	10.36		No				
6	O'Bunco Engineering	602045762	\$13,445.00	0.43	10.36	10.79		yes	1154898	6/23/21	1154898	12/3/21
7	G & G Inc	601381635	\$180,700.00	5.84	10.79	16.63		yes	1157653	7/2/21	1075595	12/13/21
8	Pellco Construction, Inc	601816975	\$14,700.00	0.48	16.63	17.11		No	1162302	7/29/21	1075270	11/30/21
9	Louis Matheson/Riverside	600089110	\$14,700.00	0.48	17.11	17.59		No	1160479	7/26/21	1083372	1/4/22
10	Allied Sweeping LLC	603017812		0.00	17.59	17.59		No	1158997	7/22/21	1074865	11/28/21
11	Louis F Matheson Const Inc	600089410		0.00	47.59	47.59		No				
12	Salinas Sawing & Sealing Inc	601717158		0.00	17.59	17.59		No	1167445	8/9/21	1075838	12/1/21
13				0.00	17.59	17.59						
14				0.00	17.59	17.59						
15				0.00	17.59	17.59						
16				0.00	17.59	17.59						
17				0.00	17.59	17.59						
18				0.00	17.59	17.59						
19				0.00	17.59	17.59						
20				0.00	17.59	17.59						
21				0.00	17.59	17.59						
31	Hidden formatted rows above			0.00	17.59	17.59						

L & I Check Date		8/11/22
TOTAL		\$543,554.69
PRINT DATE		8/6/2024

Run Date: 11/17/2021
Time: 1:56 PM

Cutoff Date: 11/5/2021

City of Everett - Public Works Department
Contract Estimate Voucher

Project: 384
2021 PAVEMENT MAINTENANCE
OVERLAY
WO 3751A BID: \$1,583,581.90
TOTAL BID: \$3,093,242.80

For Work Order #3751A
Estimate #6

Contractor: LAKESIDE INDUSTRIES, INC
PO BOX 247
MONROE, WA 98272

FINAL

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	\$1,482,810.17	\$1,318,202.19	\$164,607.98
Retained Amounts	\$0.00	\$0.00	\$0.00
State Tax Amounts	\$0.00	\$0.00	\$0.00
Amounts Paid	\$1,482,810.17	\$1,318,202.19	
Amount to be Paid This Estimate			\$164,607.98

Checked By Mike Kasper Date 11/17/2021
Recommended By Kelly Bledsoe Date 11/17/2021
Public Works Director [Signature] Date 11-17-2021

Retainage not withheld
per Retainage Bond

Work Order Number: 3751A

WJ4492643

Run Date: 11/17/2021

Time: 1:57 PM

Project: 384

2021 PAVEMENT MAINTENANCE
OVERLAY
WO 3751A BID: \$1,583,581.90
TOTAL BID: \$3,093,242.80

City of Everett - Public Works Department

Contract Estimate Voucher

For Work Order #3751A

Estimate #6

Cutoff Date: 11/5/2021

Contractor: LAKESIDE INDUSTRIES, INC
PO BOX 247

MONROE, WA 98272

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0001	MOBILIZATION	LS	45,000.00	1.00	1,000.00	1,000.00	0.0000	45,000.00	45,000.00	0.00
0002	FLAGGERS (MIN BID PREVAILING WAGE)	HR	63.00	3,367.00	1,770.5000	1,695.0000	75.5000	111,541.50	106,785.00	4,756.50
0003	PROJECT TEMPORARY TRAFFIC CONTROL	LS	35,000.00	1.00	1,000.00	0.8811	0.1189	35,000.00	30,838.50	4,161.50
0004	HMA CLASS 1/2", PG 64-22	TN	80.50	8,024.00	7,983.9100	7,983.9100	0.0000	642,704.76	642,704.76	0.00
0005	ADJUST MANHOLE TO GRADE	EA	50.00	95.00	4,000.00	0.0000	4.0000	200.00	0.00	200.00
0006	ADJUST CATCH BASIN/ INLET TO GRADE	EA	50.00	29.00	2,000.00	0.0000	2.0000	100.00	0.00	100.00
0007	ADJUST VALVE BOX TO GRADE	EA	50.00	115.00	28,000.00	0.0000	28.0000	1,400.00	0.00	1,400.00
0008	ADJUST EXISTING MINUMENT CASTINGS TO GRADE	EA	50.00	13.00	1,000.00	0.0000	1.0000	50.00	0.00	50.00
0009	ADDITIONAL PLANING BITUMINOUS PAVEMENT	SY	3.30	65,489.00	66,421.0000	66,421.0000	0.0000	219,189.30	219,189.30	0.00
0010	ADDITIONAL PLANING BITUMINOUS PAVEMENT	SY	0.15	9,823.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0011	VEHICLE LOOP DETECTORS	LF	18.50	8,205.00	6,887.5000	0.0000	6,887.5000	127,418.75	0.00	127,418.75
0012	LOOP LEAD-IN DETECTOR CABLE	LF	7.50	1,970.00	1,450.0000	0.0000	1,450.0000	10,875.00	0.00	10,875.00
0013	CONDUIT PIPE, 2" DIA	LF	11.00	185.00	140.0000	140.0000	0.0000	1,540.00	1,540.00	0.00
0014	TEMPORARY PAVEMENT MARKINGS	LF	0.55	79,962.00	80,728.0000	80,728.0000	0.0000	44,400.40	44,400.40	0.00
0015	PLASTIC WIDE LINE	LF	3.25	1,056.00	7,862.0000	7,862.0000	0.0000	25,551.50	25,551.50	0.00
0016	PLASTIC TRAFFIC ARROW	EA	148.70	47.00	53.0000	44.0000	9.0000	7,881.10	6,542.80	1,338.30
0017	24" PLASTIC CROSSWALK LINE	LF	10.35	2,060.00	1,633.0000	1,633.0000	0.0000	16,901.55	16,901.55	0.00
0018	24" PLASTIC STOP BAR	LF	10.90	688.00	741.0000	741.0000	0.0000	8,076.90	8,076.90	0.00
0019	PAINT LINE	LF	0.80	1,517.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0020	PLASTIC LINE	LF	1.35	45,507.00	43,968.0000	43,968.0000	0.0000	59,356.80	59,356.80	0.00
0021	PLASTIC TRAFFIC LETTER	EA	50.50	12.00	12.0000	0.0000	12.0000	606.00	0.00	606.00
0022	PLASTIC BICYCLOE LANE SYMBOL	EA	165.00	14.00	20.0000	0.0000	20.0000	3,300.00	0.00	3,300.00
0023	PLASTIC SHARROW	EA	180.00	15.00	14.0000	0.0000	14.0000	2,520.00	0.00	2,520.00
0024	PLASTIC RAILROAD CROSSING SYMBOL	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0025	RAISED PAVEMENT MARKERS, TYPE 2	HUND	500.00	9.05	9.0900	9.0900	0.0000	4,545.00	4,545.00	0.00

Run Date: 11/17/2021

Time: 1:57 PM

Project: 384

2021 PAVEMENT MAINTENANCE
OVERLAY

WO 3751A BID: \$1,583,581.90

TOTAL BID: \$3,093,242.80

City of Everett - Public Works Department

Contract Estimate Voucher

For Work Order #3751A

Estimate #6

Cutoff Date: 11/5/2021

Contractor: LAKESIDE INDUSTRIES, INC
PO BOX 247

MONROE, WA 98272

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0026	REMOVING SIDEWALK	SY	54.00	58.00	33.4200	33.4200	0.0000	1,804.68	1,804.68	0.00
0027	REPLACE JUNCTION BOX	EA	871.00	7.00	5.0000	5.0000	0.0000	4,355.00	4,355.00	0.00
0028	UNIFORMED POLICE OFFICER	HR	130.00	340.00	735.5000	735.5000	0.0000	95,615.00	95,615.00	0.00
0029	STREET CLEANING	HR	170.00	140.00	63.5000	23.5000	40.0000	10,795.00	3,995.00	6,800.00
0030	PORTABLE CHANGEABLE MESSAGE SIGN	HR	3.00	842.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0031	SPILL PREVENTION CONTROL PLAN	LS	1,000.00	1.00	1.0000	1.0000	0.0000	1,000.00	1,000.00	0.00
0032	RESOLVE ABOVE GROUND CONFLICTS	EST	1.00	5,000.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0033	EROSION/WATER POLLUTION CONTROL	EST	1.00	5,000.00	1,081.9300	0.0000	1,081.9300	1,081.93	0.00	1,081.93
Work Order Totals:								1,482,810.17	1,318,202.19	164,607.98

Run Date: 11/17/2021
Time: 1:57 PM

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3751B
Estimate #6

Cutoff Date: 11/5/2021

Project: 384
2021 PAVEMENT MAINTENANCE
OVERLAY
WO 3751B BID: \$710,152.25
TOTAL BID: \$3,093,242.80

Contractor: LAKESIDE INDUSTRIES, INC
PO BOX 247
MONROE, WA 98272

FINAL

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	\$670,055.64	\$660,100.29	\$9,955.35
Retained Amounts	\$0.00	\$0.00	\$0.00
State Tax Amounts	\$0.00	\$0.00	\$0.00
Amounts Paid	\$670,055.64	\$660,100.29	
Amount to be Paid This Estimate			\$9,955.35

Checked By Mikes Kanner Date 11/17/2021
Recommended By Kelly Abate Date 11/17/2021
Public Works Director [Signature] Date 11-17-2021

Retainage not withheld
per Retainage Bond

1074476043

Work Order Number: 3751B

Run Date: 11/17/2021

Time: 1:57 PM

Project: 384

2021 PAVEMENT MAINTENANCE
OVERLAY

WO 3751B BID: \$710,152.25

TOTAL BID: \$3,093,242.80

City of Everett - Public Works Department
Contract Estimate Voucher

For Work Order #3751B

Estimate #6

Cutoff Date: 11/5/2021

Contractor: LAKESIDE INDUSTRIES, INC

PO BOX 247

MONROE, WA 98272

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0001	MOBILIZATION	LS	20,000.00	1.00	1.0000	1.0000	0.0000	20,000.00	20,000.00	0.00
0002	FLAGGERS (MIN BID PREVAILING WAGE)	HR	63.00	1,176.00	821.0000	821.0000	0.0000	51,723.00	51,723.00	0.00
0003	PROJECT TEMPORARY TRAFFIC CONTROL	LS	10,000.00	1.00	1.0000	0.8634	0.1366	10,000.00	8,634.00	1,366.00
0004	HMA CLASS 1/2", PG 64-22	TN	80.50	4,977.00	4,862.4000	4,862.4000	0.0000	391,423.20	391,423.20	0.00
0005	ADJUST MANHOLE TO GRADE	EA	50.00	56.00	2.0000	0.0000	2.0000	100.00	0.00	100.00
0006	ADJUST CATCH BASIN/ INLET TO GRADE	EA	50.00	28.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0007	ADJUST VALVE BOX TO GRADE	EA	50.00	32.00	13.0000	0.0000	13.0000	650.00	0.00	650.00
0008	ADJ EXISTING MONUMENT CASTINGS TO GRADE	EA	50.00	3.00	1.0000	0.0000	1.0000	50.00	0.00	50.00
0009	PLANING BITUMINOUS PAVEMENT (2" DEEP)	SY	3.30	40,618.00	40,570.0000	40,570.0000	0.0000	133,881.00	133,881.00	0.00
0010	ADDITIONAL PLANING BITUMINOUS PAVEMENT	SY	0.15	6,093.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0011	VEHICLE LOOP DETECTORS	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0012	LOOP LEAD-IN DETECTOR CABLE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0013	CONDUIT PIPE, 2" DIA	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0014	TEMPORARY PAVEMENT MARKINGS	LF	0.55	16,352.00	16,430.0000	16,430.0000	0.0000	9,036.50	9,036.50	0.00
0015	PLASTIC WIDE LINE	LF	3.25	826.00	4,382.0000	4,382.0000	0.0000	14,241.50	14,241.50	0.00
0016	PLASTIC TRAFFIC ARROW	EA	148.70	3.00	3.0000	3.0000	0.0000	446.10	446.10	0.00
0017	24" PLASTIC CROSSWALK LINE	LF	10.35	250.00	233.0000	233.0000	0.0000	2,411.55	2,411.55	0.00
0018	24" PLASTIC STOP BAR	LF	10.90	176.00	112.0000	112.0000	0.0000	1,220.80	1,220.80	0.00
0019	PAINT LINE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0020	PLASTIC LINE	LF	1.35	11,198.00	10,096.0000	9,730.0000	366.0000	13,629.60	13,135.50	494.10
0021	PLASTIC TRAFFIC LETTER	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0022	PLASTIC BICYCLE LANE SYMBOL	EA	165.00	9.00	10.0000	10.0000	0.0000	1,650.00	1,650.00	0.00
0023	PLASTIC SHARROW	EA	180.00	20.00	32.0000	23.0000	9.0000	5,760.00	4,140.00	1,620.00
0024	PLASTIC RAILROAD CROSSING SYMBOL	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0025	RAISED PAVEMENT MARKERS, TYPE 2	HUND	500.00	1.41	1.9600	1.9600	0.0000	980.00	980.00	0.00

Run Date: 11/17/2021
Time: 1:57 PM

Project: 384
2021 PAVEMENT MAINTENANCE
OVERLAY
WO 3751B BID: \$710,152.25
TOTAL BID: \$3,093,242.80

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3751B
Estimate #6

Cutoff Date: 11/5/2021
Contractor: LAKESIDE INDUSTRIES, INC
PO BOX 247
MONROE, WA 98272

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0026	REMOVING SIDEWALK	SY	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0027	REPLACE JUNCTION BOX	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0028	UNIFORMED POLICE OFFICER	HR	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0029	STREET CLEANING	HR	170.00	70.00	24.0000	24.0000	0.0000	4,080.00	4,080.00	0.00
0030	PORTABLE CHANGEABLE MESSAGE SIGN	HR	3.00	1,760.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0031	SPILL PREVENTION CONTROL PLAN	LS	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0032	RESOLVE ABOVE GROUND CONFLICTS	EST	1.00	5,000.00	3,097.1400	3,097.1400	0.0000	3,097.14	3,097.14	0.00
0033	EROSION/WATER POLLUTION CONTROL	EST	1.00	5,000.00	5,675.2500	0.0000	5,675.2500	5,675.25	0.00	5,675.25
Work Order Totals:								670,055.64	660,100.29	9,955.35

Run Date: 11/17/2021
Time: 1:57 PM

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3751C
Estimate #6

Cutoff Date: 11/5/2021

Project: 384

2021 PAVEMENT MAINTENANCE
OVERLAY

WO 3751C BID: \$31,893.15
TOTAL BID: \$3,093,242.80

Contractor: LAKESIDE INDUSTRIES, INC
PO BOX 247

MONROE, WA 98272

FINAL

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	\$22,852.55	\$22,328.22	\$524.33
Retained Amounts	\$0.00	\$0.00	\$0.00
State Tax Amounts	\$0.00	\$0.00	\$0.00
Amounts Paid	\$22,852.55	\$22,328.22	
Amount to be Paid This Estimate			\$524.33

Checked By MUCS Kran-AS Date 11/17/2021
Recommended By Kelly Glover Date 11/17/2021
Public Works Director [Signature] Date 11-17-2021

Retainage not withheld
per Retainage Bond
1071147643

Work Order Number: 3751C

Run Date: 11/17/2021

Time: 1:57 PM

Project: 384

2021 PAVEMENT MAINTENANCE
OVERLAY
WO 3751C BID: \$31,893.15
TOTAL BID: \$3,093,242.80

City of Everett - Public Works Department
Contract Estimate Voucher

For Work Order #3751C
Estimate #6

Cutoff Date: 11/5/2021

Contractor: LAKESIDE INDUSTRIES, INC
PO BOX 247

MONROE, WA 98272

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0001	MOBILIZATION	LS	4,000.00	1.00	1,000.00	1,000.00	0.0000	4,000.00	4,000.00	0.00
0002	FLAGGERS (MIN BID PREVAILING WAGE)	HR	63.00	69.00	47,500.00	47,500.00	0.0000	2,992.50	2,992.50	0.00
0003	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1,200.00	1.00	1,000.00	0.8636	0.1364	1,200.00	1,036.32	163.68
0004	HMA CLASS 1/2", PG 64-22	TN	80.50	169.00	120,260.00	120,260.00	0.0000	9,680.93	9,680.93	0.00
0005	ADJUST MANHOLE TO GRADE	EA	50.00	10.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0006	ADJUST CATCH BASIN/ INLET TO GRADE	EA	50.00	3.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0007	ADJUST VALVE BOX TO GRADE	EA	50.00	2.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0008	ADJ EXIST MONUMENT CASTINGS TO GRADE	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0009	PLANING BITUMINOUS PAVEMENT (2" DEEP)	SY	3.30	1,382.00	1,244.9900	1,244.9900	0.0000	4,108.47	4,108.47	0.00
0010	ADDITIONAL PLANING BITUMINOUS PAVEMENT	SY	0.15	207.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0011	VEHICLE LOOP DETECTORS	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0012	LOOP LEAD-IN DETECTOR CABLE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0013	CONDUIT PIPE, 2" DIA	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0014	TEMPORARY PAVEMENT MARKINGS	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0015	PLASTIC WIDE LINE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0016	PLASTIC TRAFFIC ARROW	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0017	24" PLASTIC CROSSWALK LINE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0018	24" PLASTIC STOP BAR	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0019	PAINT LINE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0020	PLASTIC LINE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0021	PLASTIC TRAFFIC LETTER	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0022	PLASTIC BICYCLE LANE SYMBOL	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0023	PLASTIC SHARROW	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0024	PLASTIC RAILROAD CROSSING SYMBOL	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0025	RAISED PAVEMENT MARKERS, TYPE 2	HUND	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00

Run Date: 11/17/2021

Time: 1:57 PM

Project: 384

2021 PAVEMENT MAINTENANCE
OVERLAY

WO 3751C BID: \$31,893.15

TOTAL BID: \$3,093,242.80

City of Everett - Public Works Department
Contract Estimate Voucher

For Work Order #3751C

Estimate #6

Cutoff Date: 11/5/2021

Contractor: LAKESIDE INDUSTRIES, INC
PO BOX 247

MONROE, WA 98272

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0026	REMOVING SIDEWALK	SY	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0027	REPLACE JUNCTION BOX	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0028	UNIFORMED POLICE OFFICER	HR	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0029	STREET CLEANING	HR	170.00	10.00	3.0000	3.0000	0.0000	510.00	510.00	0.00
0030	PORTABLE CHANGEABLE MESSAGE SIGN	HR	3.00	150.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0031	SPILL PREVENTION CONTROL PLAN	LS	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0032	RESOLVE ABOVE GROUND CONFLICTS	EST	1.00	1,000.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0033	EROSION/WATER POLLUTION CONTROL	EST	1.00	250.00	360.6500	0.0000	360.6500	360.65	0.00	360.65
Work Order Totals:								22,852.55	22,328.22	524.33

Run Date: 11/17/2021
Time: 3:03 PM

City of Everett - Public Works Department
Contract Estimate Voucher

Cutoff Date: 11/5/2021

Project: 384
2021 PAVEMENT MAINTENANCE
OVERLAY
WO 3751D BID: \$157,532.90
TOTAL BID: \$3,093,242.80

For Work Order #3751D
Estimate #6

Contractor: LAKESIDE INDUSTRIES, INC
PO BOX 247
MONROE, WA 98272

FINAL

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	\$142,255.03	\$141,014.65	\$1,240.38
Retained Amounts	\$0.00	\$0.00	\$0.00
State Tax Amounts	\$0.00	\$0.00	\$0.00
Amounts Paid	\$142,255.03	\$141,014.65	
Amount to be Paid This Estimate			\$1,240.38

Checked By Mike Kanner Date 11/17/2021
Recommended By Kathy Chisney Date 11/17/2021
Public Works Director [Signature] Date 11-17-2021

Retainage not withheld
per Retainage Bond

105442643

Work Order Number: 3751D

Run Date: 11/17/2021

Time: 3:03 PM

Project: 384

2021 PAVEMENT MAINTENANCE
OVERLAY
WO 3751D BID: \$157,532.90
TOTAL BID: \$3,093,242.80

City of Everett - Public Works Department

Contract Estimate Voucher

For Work Order #3751D
Estimate #6

Cutoff Date: 11/5/2021

Contractor: LAKESIDE INDUSTRIES, INC
PO BOX 247

MONROE, WA 98272

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0001	MOBILIZATION	LS	10,000.00	1.00	1,000	1,000	0.0000	10,000.00	10,000.00	0.00
0002	FLAGGERS (MIN BID PREVAILING WAGE)	HR	63.00	285.00	138,000	138,000	0.0000	8,694.00	8,694.00	0.00
0003	PROJECT TEMPORARY TRAFFIC CONTROL	LS	4,100.00	1.00	1,000	0.8634	0.1366	4,100.00	3,539.94	560.06
0004	HMA CLASS 1/2", PG 64-22	TN	80.50	928.00	937,520	937,520	0.0000	75,470.36	75,470.36	0.00
0005	ADJUST MANHOLE TO GRADE	EA	50.00	10.00	5,000	0.0000	5.0000	250.00	0.00	250.00
0006	ADJUST CATCH BASIN/ INLET TO GRADE	EA	50.00	5.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0007	ADJUST VALVE BOX TO GRADE	EA	50.00	7.00	4,000	0.0000	4.0000	200.00	0.00	200.00
0008	ADJ EXISTING MONUMENT CASTINGS TO GRADE	EA	50.00	2.00	1,000	0.0000	1.0000	50.00	0.00	50.00
0009	PLANING BITUMINOUS PAVEMENT (2" DEEP)	SY	3.30	7,572.00	7,632,000	7,632,000	0.0000	25,185.60	25,185.60	0.00
0010	ADD PLANING BITUMINOUS PAVEMENT	SY	0.15	1,136.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0011	VEHICLE LOOP DETECTORS	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0012	LOOP LEAD-IN DETECTOR CABLE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0013	CONDUIT PIPE, 2" DIA	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0014	TEMPORARY PAVEMENT MARKINGS	LF	0.55	8,300.00	8,188,000	8,188,000	0.0000	4,503.40	4,503.40	0.00
0015	PLASTIC WIDE LINE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0016	PLASTIC TRAFFIC ARROW	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0017	24" PLASTIC CROSSWALK LINE	LF	10.35	60.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0018	24" PLASTIC STOP BAR	LF	10.90	123.00	49,500	49,500	0.0000	539.55	539.55	0.00
0019	PAINT LINE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0020	PLASTIC LINE	LF	1.35	7,352.00	6,428,000	6,428,000	0.0000	8,677.80	8,677.80	0.00
0021	PLASTIC TRAFFIC LETTER	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0022	PLSTIC BICYCLE LANE SYMBOL	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0023	PLASTIC SHARROW	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0024	PLASTIC RAILROAD CROSSING SYMBOL	EA	2,500.00	1.00	1,000	1,000	0.0000	2,500.00	2,500.00	0.00
0025	RAISED PAVEMENT MARKERS, TYPE 2	HUND	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0026	REMOVING SIDEWALK	SY	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00

Run Date: 11/17/2021

Time: 3:03 PM

Project: 384

2021 PAVEMENT MAINTENANCE
OVERLAY

WO 3751D BID: \$157,532.90

TOTAL BID: \$3,093,242.80

City of Everett - Public Works Department

Contract Estimate Voucher

For Work Order #3751D

Estimate #6

Cutoff Date: 11/5/2021

Contractor: LAKESIDE INDUSTRIES, INC
PO BOX 247

MONROE, WA 98272

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0027	REPLACE JUNCTION BOX	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0028	UNIFORMED POLICE OFFICER	HR	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0029	STREET CLEANING	HR	170.00	20.00	4.0000	4.0000	0.0000	680.00	680.00	0.00
0030	PORTABLE CHANGEABLE MESSAGE SIGN	HR	3.00	188.00	408.0000	408.0000	0.0000	1,224.00	1,224.00	0.00
0031	SPILL PREVENTION CONTROL PLAN	LS	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0032	RESOLVE ABOVE GROUND CONFLICTS	EST	1.00	1,000.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0033	EROSION/WATER POLLUTION CONTROL	EST	1.00	500.00	180.3200	0.0000	180.3200	180.32	0.00	180.32
Work Order Totals:								142,255.03	141,014.65	1,240.38

Run Date: 11/17/2021

Time: 2:03 PM

Project: 384

2021 PAVEMENT MAINTENANCE
OVERLAY

WO 3751F BID: \$66,787.55

TOTAL BID: \$3,093,242.80

City of Everett - Public Works Department

Contract Estimate Voucher

For Work Order #3751F

Estimate #6

Cutoff Date: 11/5/2021

Contractor: LAKESIDE INDUSTRIES, INC
PO BOX 247

MONROE, WA 98272

FINAL

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	\$68,733.74	\$68,416.72	\$317.02
Retained Amounts	\$0.00	\$0.00	\$0.00
State Tax Amounts	\$0.00	\$0.00	\$0.00
Amounts Paid	\$68,733.74	\$68,416.72	
Amount to be Paid This Estimate			\$317.02

Checked By MICHAEL KANOS

Date 11/17/2021

Recommended By Kelly Mary

Date 11/17/2021

Public Works Director [Signature]

Date 11-17-2021

Work Order Number: 3751F

Retainage not withheld
per Retainage Bond

10711142043

Run Date: 11/17/2021

Time: 2:03 PM

Project: 384

2021 PAVEMENT MAINTENANCE
OVERLAY
WO 3751F BID: \$66,787.55
TOTAL BID: \$3,093,242.80

City of Everett - Public Works Department

Contract Estimate Voucher

For Work Order #3751F
Estimate #6

Cutoff Date: 11/5/2021

Contractor: LAKESIDE INDUSTRIES, INC
PO BOX 247

MONROE, WA 98272

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0001	MOBILIZATION	LS	2,500.00	1.00	1.0000	1.0000	0.0000	2,500.00	2,500.00	0.00
0002	FLAGGERS (MIN BID PREVAILING WAGE)	HR	63.00	107.00	101.5000	101.5000	0.0000	6,394.50	6,394.50	0.00
0003	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1,000.00	1.00	1.0000	0.8633	0.1367	1,000.00	863.30	136.70
0004	HMA CLASS 1/2", PG 64-22	TN	80.50	489.00	555.0300	555.0300	0.0000	44,679.92	44,679.92	0.00
0005	ADJUST MANHOLE TO GRADE	EA	50.00	3.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0006	ADJUST CATCH BASIN/ INLET TO GRADE	EA	50.00	4.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0007	ADJUST VALVE BOX TO GRADE	EA	50.00	1.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0008	ADJ EXISTING MONUMENT CASTINGS TO GRADE	EA	50.00	3.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0009	PLANING BITUMINOUS PAVEMENT (2" DEEP)	SY	3.30	3,994.00	4,030.0000	4,030.0000	0.0000	13,299.00	13,299.00	0.00
0010	ADDITIONAL PLANING BITUMINOUS PAVEMENT	SY	0.15	599.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0011	VEHICLE LOOP DETECTORS	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0012	LOOP LEAD-IN DETECTOR CABLE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0013	CONDUIT PIPE, 2" DIAM	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0014	TEMPORARY PAVEMENT MARKINGS	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0015	PLASTIC WIDE LINE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0016	PLASTIC TRAFFIC ARROW	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0017	24" PLASTIC CROSSWALK LINE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0018	24" PLASTIC STOP BAR	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0019	PAINT LINE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0020	PLASTIC LINE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0021	PLASTIC TRAFFIC LETTER	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0022	PLASTIC BICYCLE LANE SYMBOL	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0023	PLASTIC SHARROW	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0024	PLASTIC RAILROAD CROSSING SYMBOL	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0025	RAISED PAVEMENT MARKERS, TYPE 2	HUND	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00

Run Date: 11/17/2021

Time: 2:03 PM

Project: 384

2021 PAVEMENT MAINTENANCE
OVERLAY
WO 3751F BID: \$66,787.55
TOTAL BID: \$3,093,242.80

City of Everett - Public Works Department

Contract Estimate Voucher

For Work Order #3751F
Estimate #6

Cutoff Date: 11/5/2021

Contractor: LAKESIDE INDUSTRIES, INC
PO BOX 247

MONROE, WA 98272

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0026	REMOVING SIDEWALK	SY	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0027	REPLACE JUNCTION BOX	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0028	UNIFORMED POLICE OFFICER	HR	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0029	STREET CLEANING	HR	170.00	10.00	4.0000	4.0000	0.0000	680.00	680.00	0.00
0030	PORTABLE CHANGEABLE MESSAGE SIGN	HR	3.00	304.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0031	SPILL PREVENTION CONTROL PLAN	LS	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0032	RESOLVE ABOVE GROUND CONFLICTS	EST	1.00	250.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0033	EROSION/WATER POLLUTION CONTROL	EST	1.00	500.00	180.3200	0.0000	180.3200	180.32	0.00	180.32
Work Order Totals:								68,733.74	68,416.72	317.02

Run Date: 11/17/2021
Time: 2:03 PM

Cutoff Date: 11/5/2021

City of Everett - Public Works Department
Contract Estimate Voucher

For Work Order #3751G
Estimate #6

Project: 384

2021 PAVEMENT MAINTENANCE
OVERLAY
WO 3751G BID: \$67,054.20
TOTAL BID: \$3,093,242.80

Contractor: LAKESIDE INDUSTRIES, INC
PO BOX 247
MONROE, WA 98272

FINAL

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	\$65,329.26	\$64,507.61	\$821.65
Retained Amounts	\$0.00	\$0.00	\$0.00
State Tax Amounts	\$0.00	\$0.00	\$0.00
Amounts Paid	\$65,329.26	\$64,507.61	
Amount to be Paid This Estimate			\$821.65

Checked By Mike Kanwar Date 11/17/2021
Recommended By Kelly Dyer Date 11/17/2021
Public Works Director [Signature] Date 11-17-2021

Retainage not withheld
per Retainage Bond

107647643

Work Order Number: 3751G

Run Date: 11/17/2021

Time: 2:03 PM

Project: 384

2021 PAVEMENT MAINTENANCE
OVERLAY

WO 3751G BID: \$67,054.20

TOTAL BID: \$3,093,242.80

City of Everett - Public Works Department
Contract Estimate Voucher

For Work Order #3751G

Estimate #6

Cutoff Date: 11/5/2021

Contractor: LAKESIDE INDUSTRIES, INC
PO BOX 247

MONROE, WA 98272

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0001	MOBILIZATION	LS	7,000.00	1.00	1.0000	1.0000	0.0000	7,000.00	7,000.00	0.00
0002	FLAGGERS (MIN BID PREVAILING WAGE)	HR	63.00	167.00	172.5000	172.5000	0.0000	10,867.50	10,867.50	0.00
0003	PROJECT TEMPORARY TRAFFIC CONTROL	LS	3,000.00	1.00	1.0000	0.8630	0.1370	3,000.00	2,589.00	411.00
0004	HMA CLASS 1/2", PG 64-22	TN	80.50	374.00	424.0100	424.0100	0.0000	34,132.81	34,132.81	0.00
0005	ADJUST MANHOLE TO GRADE	EA	50.00	14.00	1.0000	0.0000	1.0000	50.00	0.00	50.00
0006	ADJUST CATCH BASIN/ INLET TO GRADE	EA	50.00	14.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0007	ADJUST VALVE BOX TO GRADE	EA	50.00	7.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0008	ADJ EXISTING MONUMENT CASTINGS TO GRADE	EA	50.00	2.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0009	PLANING BITUMINOUS PAVEMENT (2" DEEP)	SY	3.30	3,055.00	2,851.0000	2,851.0000	0.0000	9,408.30	9,408.30	0.00
0010	ADD PLANING BITUMINOUS PAVEMENT	SY	0.15	458.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0011	VEHICLE LOOP DETECTORS	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0012	LOOP LEAD-IN DETECTOR CABLE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0013	CONDUIT PIPE, 2" DIAM	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0014	TEMPORARY PAVEMENT MARKINGS	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0015	PLASTIC WIDE LINE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0016	PLASTIC TRAFFIC ARROW	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0017	24" PLASTIC CROSSWALK LINE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0018	24" PLASTIC STOP BAR	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0019	PAINT LINE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0020	PLASTIC LINE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0021	PLASTIC TRAFFIC LETTER	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0022	PLASTIC BICYCLE LANE SYMBOL	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0023	PLASTIC SHARROW	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0024	PLASTIC RAILROAD CROSSING SYMBOL	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0025	RAISED PAVEMENT MARKERS, TYPE 2	HUND	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0026	REMOVING SIDEWALK	SY	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00

Run Date: 11/17/2021

Time: 2:03 PM

Project: 384

2021 PAVEMENT MAINTENANCE
OVERLAY

WO 3751G BID: \$67,054.20

TOTAL BID: \$3,093,242.80

City of Everett - Public Works Department

Contract Estimate Voucher

For Work Order #3751G

Estimate #6

Cutoff Date: 11/5/2021

Contractor: LAKESIDE INDUSTRIES, INC
PO BOX 247

MONROE, WA 98272

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0027	REPLACE JUNCTION BOX	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0028	UNIFORMED POLICE OFFICER	HR	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0029	STREET CLEANING	HR	170.00	10.00	3.0000	3.0000	0.0000	510.00	510.00	0.00
0030	PORTABLE CHANGEABLE MESSAGE SIGN	HR	3.00	742.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0031	SPILL PREVENTION CONTROL PLAN	LS	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0032	RESOLVE ABOVE GROUND CONFLICTS	EST	1.00	250.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0033	EROSION/WATER POLLUTION CONTROL	EST	1.00	250.00	360.6500	0.0000	360.6500	360.65	0.00	360.65
Work Order Totals:								65,329.26	64,507.61	821.65

Run Date: 11/17/2021
Time: 2:04 PM

City of Everett - Public Works Department
Contract Estimate Voucher

Cutoff Date: 11/5/2021

Project: 384
2021 PAVEMENT MAINTENANCE
OVERLAY
WO 3751H BID: \$284,363.65
TOTAL BID: \$3,093,242.80

For Work Order #3751H
Estimate #6

Contractor: LAKESIDE INDUSTRIES, INC
PO BOX 247
MONROE, WA 98272

FINAL

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	\$276,029.45	\$255,530.26	\$20,499.19
Retained Amounts	\$0.00	\$0.00	\$0.00
State Tax Amounts	\$0.00	\$0.00	\$0.00
Amounts Paid	\$276,029.45	\$255,530.26	
Amount to be Paid This Estimate			\$20,499.19

Checked By M. K. Karm
Recommended By Keith Plante
Public Works Director [Signature]

Date 11/17/2021
Date 11/17/2021
Date 11-17-2021

Work Order Number: 3751H

Retainage not withheld
per Retainage Bond

1071442643

Run Date: 11/17/2021

Time: 2:04 PM

City of Everett - Public Works Department

Contract Estimate Voucher

For Work Order #3751H
Estimate #6

Cutoff Date: 11/5/2021

Project: 384

2021 PAVEMENT MAINTENANCE
OVERLAY

WO 3751H BID: \$264,363.65

TOTAL BID: \$3,093,242.80

Contractor: LAKESIDE INDUSTRIES, INC

PO BOX 247

MONROE, WA 98272

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0001	MOBILIZATION	LS	15,000.00	1.00	1.0000	1.0000	0.0000	15,000.00	15,000.00	0.00
0002	FLAGGERS (MIN BID PREVAILING WAGE)	HR	63.00	548.00	364.0000	364.0000	0.0000	22,932.00	22,932.00	0.00
0003	PROJECT TEMPORARY TRAFFIC CONTROL	LS	5,000.00	1.00	1.0000	0.8633	0.1367	5,000.00	4,316.50	683.50
0004	HMA CLASS 1/2" PG 64-22	TN	80.50	1,310.00	1,314.0100	1,314.0100	0.0000	105,777.81	105,777.81	0.00
0005	ADJUST MANHOLE TO GRADE	EA	50.00	5.00	1.0000	0.0000	1.0000	50.00	0.00	50.00
0006	ADJUST CATCH BASIN/ INLET TO GRADE	EA	50.00	2.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0007	ADJUST VALVE BOX TO GRADE	EA	50.00	37.00	9.0000	0.0000	9.0000	450.00	0.00	450.00
0008	ADJ EXISTING MONUMENT CASTINGS TO GRADE	EA	50.00	3.00	1.0000	0.0000	1.0000	50.00	0.00	50.00
0009	PLANING BITUMINOUS PAVEMENT (2" DEEP)	SY	3.30	10,695.00	10,461.0000	10,461.0000	0.0000	34,521.30	34,521.30	0.00
0010	ADDITIONAL PLANING BITUMINOUS PAVEMENT	SY	0.15	1,604.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0011	VEHICLE LOOP DETECTORS	LF	18.50	1,175.00	2,155.0000	1,435.0000	720.0000	39,867.50	26,547.50	13,320.00
0012	LOOP LEAD-IN DETECTOR CABLE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0013	CONDUIT PIPE, 2" DIAM	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0014	TEMPORARY PAVEMENT MARKINGS	LF	0.55	13,700.00	16,704.0000	16,704.0000	0.0000	9,187.20	9,187.20	0.00
0015	PLASTIC WIDE LINE	LF	3.25	372.00	530.0000	530.0000	0.0000	1,722.50	1,722.50	0.00
0016	PLASTIC TRAFFIC ARROW	EA	148.70	14.00	16.0000	16.0000	0.0000	2,379.20	2,379.20	0.00
0017	24" PLASTIC CROSSWALK LINE	LF	10.35	640.00	766.0000	766.0000	0.0000	7,928.10	7,928.10	0.00
0018	24" PLASTIC STOP BAR	LF	10.90	128.00	214.0000	214.0000	0.0000	2,332.60	2,332.60	0.00
0019	PAINT LINE	LF	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0020	PLASTIC LINE	LF	1.35	6,203.00	8,453.0000	8,453.0000	0.0000	11,411.55	11,411.55	0.00
0021	PLASTIC TRAFFIC LETTER	EA	0.00	0.00	0.0000	1.7100	-1.7100	0.00	0.00	0.00
0022	PLASTIC BICYCLE LANE SYMBOL	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0023	PLASTIC SHARROW	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0024	PLASTIC RAILROAD CROSSING SYMBOL	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0025	RAISED PAVEMENT MARKERS, TYPE 2	HUND	500.00	0.78	1.7100	0.0000	1.7100	855.00	0.00	855.00

Run Date: 11/17/2021

Time: 2:04 PM

Project: 384

2021 PAVEMENT MAINTENANCE
OVERLAY

WO 3751H BID: \$264,363.65

TOTAL BID: \$3,093,242.80

City of Everett - Public Works Department

Contract Estimate Voucher

For Work Order #3751H

Estimate #6

Cutoff Date: 11/5/2021

Contractor: LAKESIDE INDUSTRIES, INC
PO BOX 247

MONROE, WA 98272

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0026	REMOVING SIDEWALK	SY	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0027	REPLACE JUNCTION BOX	EA	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0028	UNIFORMED POLICE OFFICER	HR	130.00	80.00	91.0000	67.0000	24.0000	11,830.00	8,710.00	3,120.00
0029	STREET CLEANING	HR	170.00	30.00	8.0000	8.0000	0.0000	1,360.00	1,360.00	0.00
0030	PORTABLE CHANGEABLE MESSAGE SIGN	HR	3.00	218.00	468.0000	468.0000	0.0000	1,404.00	1,404.00	0.00
0031	SPILL PREVENTION CONTROL PLAN	LS	0.00	0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0032	RESOLVE ABOVE GROUND CONFLICTS	EST	1.00	500.00	1,790.3700	0.0000	1,790.3700	1,790.37	0.00	1,790.37
0033	EROSION/WATER POLLUTION CONTROL	EST	1.00	500.00	180.3200	0.0000	180.3200	180.32	0.00	180.32
Work Order Totals:								276,029.45	255,530.26	20,499.19

Project: 2021 HMA Overlay
Work Order: 3751
Contract Amount: \$2,881,595.60
Contractor: Lakeside

	Fund 119	Fund 401
Sch A	1,482,810.17	
Sch B	670,055.64	
Sch C		22,852.55
Sch D	142,255.03	
Sch F	68,733.74	
Sch G	65,329.26	
Sch H		276,029.45
Subtotal	2,429,183.84	298,882.00
PROJECT TOTAL		2,728,065.84

Project title: Accept the Construction of the Police Firing Range Bullet Trap Replacement Project as Complete and Authorize the Mayor to Sign the Certificate of Completion for Action Target, Inc. in the Amount of \$477,516

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 8/28/2024
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Certificate of Completion

Department(s) involved:

Parks and Facilities
Everett Police Department

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Police Firing Range Bullet Trap Replacement Project

Partner/Supplier: Action Target, Inc.

Location: 701 ½ E. Mukilteo Blvd.

Preceding action: Award of Construction Contract – 7/20/2022

Fund: Criminal Justice Fund, 156

Fiscal summary statement:

NA

Project summary statement:

The source of funds for the Police Firing Range Bullet Trap Replacement Project is Everett Police Department Criminal Justice Fund 156. The base bid for the project was \$434,500. Total sales tax for the project was \$43,016. The total contract amount is \$477,516.

5% retainage is held by the City and will be released when authorization is provided by the Washington State Department of Revenue and the Department of Labor & Industries.

Project summary statement:

The purpose of this project was to replace the failed bullet impact area of the police firing range. The project also replaced failed targeting systems.

Action Target, Inc. has completed the Everett Police Firing Range Bullet Trap Replacement Project in accordance with the plans and specifications and to the satisfaction of the Parks and Facilities Department.

Acceptance of the construction of the Everett Police Firing Range Bullet Trap Replacement Project as complete will allow the Mayor to sign the Certificate of Completion, which will start the 60-day retention period to release retainage.

Recommendation (exact action requested of Council):

Accept the construction of the Everett Police Firing Range Bullet Trap Replacement Project as complete and authorize the Mayor to sign the Certificate of Completion with Action Target, Inc. in the amount of \$477,516.

SECTION 00 65 19 - CERTIFICATE OF COMPLETION FORM

CONTRACTOR: ACTION TARGET
ADDRESS: 701 1/2 E. Mukilteo Blvd
CITY: Everett STATE: WA
PROJECT TITLE: Police Firing Range Bullet Trap Replacement
PROJECT NO.
DATE WORK COMPLETED: 1-18-2023
FINAL CONTRACT SUM: \$ 477,516

CONTRACTOR'S CERTIFICATION

I, the undersigned, certify and declare, under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct: I am authorized to sign for the claimant; that in connection with the work performed and, to the best of my knowledge, no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Everett, nor have I rented or purchased any equipment or materials from any employee of the City of Everett; that the attached final statement is a true and correct statement showing all the monies due the claimant from the City of Everett for work performed and material furnished under this Contract; that I have carefully examined said final statement and understand the same and; that I, on behalf of the claimant, hereby release and forever discharge the City of Everett from any and all claims of whatsoever nature which I or the claimant may have, arising out of the performance of said Contract, which are not set forth in the attached statement.

DATED at Provo, Ut. this 25 day of May, 20 23
(City, State)

X [Signature]
CONTRACTOR AUTHORIZED
SIGNATURE

X CFO
TITLE

DEPARTMENT CERTIFICATION

APPROVED DATE: 6/1/23

I certify the attached final
statement to be true and correct
to the best of my knowledge.

X [Signature]
Project Manager

X [Signature]
Director

ADMINISTRATION USE ONLY

Date of Final Acceptance _____

By: X _____
Cassie Franklin, Mayor

Standard Document
Approved as to Form
Office of the City Attorney
(10.22.21)

INSTRUCTIONS

The Affidavit of Wages Paid must be prepared by the prime contractor, all subcontractors, and all subcontractor's agents and forwarded with the Final Contract Voucher Certification.

Contractor's Claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached.

END OF SECTION 00 65 19

Project title: Adopt a Resolution Declaring a 2013 Tiger Prowler Mower and Trailer Surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 08/28/24
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ 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:

HB

Department head

Administration

Council President

Project: Resolution declaring a 2013 Tiger Prowler Mower (M0075) and Trailer (T0072) Surplus and Authorizing Sale at Public Auction

Partner/Supplier: NA

Location: NA

Preceding action: NA

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, Utility Division owns a 2013 Tiger Prowler remote-controlled mower and trailer (M0075 and T0072). M0075 has approximately 193 hours and is scheduled to be replaced in 2024 based on excessive wear and tear, age, maintenance cost, and maintenance cost scoring.

M0075 and T0072 combined have an estimated surplus value of \$15,000 and have been replaced by an RC Mower R-60 remote-controlled mower and a Chilton equipment trailer (M0097 and T0124).

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2013 Tiger Prowler mower (M0075) and trailer (T0072) surplus and authorizing sale at public auction.

RESOLUTION NO. _____

A RESOLUTION declaring a 2013 Tiger Prowler mower (M0075) and trailer (T0072) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 2013 Tiger Prowler mower (M0075) and trailer (T0072), 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 2013 Tiger Prowler mower (M0075) and trailer (T0072);
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: Adopt a Resolution Declaring a 2015 John Deere Terraincut Mower surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 08/28/24
Action
Ordinance
Public hearing
Yes ☒ No ☐

Budget amendment:

Yes ☐ No ☒

PowerPoint presentation:

Yes ☐ 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:

HB

Department head

Administration

Council President

Project: Resolution declaring a 2015 John Deere Terraincut Mower (S0141) Surplus and Authorizing Sale at Public Auction

Partner/Supplier: NA

Location: NA

Preceding action: NA

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, Utility Division, owns a 2015 John Deere Terraincut mower (S0141). S0141 has approximately 1806 hours and is scheduled to be replaced in 2024 based on age, maintenance cost, and maintenance cost scoring. It also has a broken mowing deck and succumbed to excessive wear and tear.

S0141 has an estimated surplus value of \$20,000 and has been replaced by a John Deere 1585 Terraincut mower (S0174).

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2015 John Deere Terraincut mower (S0141) surplus and authorizing sale at public auction.

RESOLUTION NO. _____

A RESOLUTION declaring a 2015 John Deere Terraincut Mower (S0174) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 2015 John Deere Terraincut Mower (S0174), 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 2015 John Deere Terraincut Mower (S0174);
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: Adopt a Resolution Declaring a 2008 Chevrolet 1500 Silverado Surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 08/28/24
Action
Ordinance
Public hearing
Yes ☒ No ☐

Budget amendment:

Yes ☐ No ☒

PowerPoint presentation:

Yes ☐ 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:

HB

Department head

Administration

Council President

Project: Resolution declaring a 2008 Chevrolet 1500 Silverado (V0192) Surplus and Authorizing Sale at Public Auction

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: 126 General Vehicle and Replacement

Fiscal summary statement

Funds received from this surplus sale will be returned to fund 126 General Vehicle and Replacement.

Project summary statement:

The Public Works Department, Streets Division owns a 2008 Chevrolet 1500 Silverado pick-up truck (V0192). V0192 has approximately 53,862 miles and is scheduled to be replaced in 2024 based on age, maintenance cost, and maintenance cost scoring.

V0192 has an estimated surplus value of \$8,400 and has been replaced by a John Deere 50P Mini Excavator (H0089), which is more useful than a pick-up truck for the division to complete its work.

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2008 Chevrolet 1500 Silverado pick-up truck (V0192) surplus and authorizing sale at public auction.

RESOLUTION NO. _____

A RESOLUTION declaring a 2008 Chevy 1500 Silverado (V0192) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 2008 Chevy 1500 Silverado (V0192), 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 Chevy 1500 Silverado (V0192);
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: Award and authorize the Russula Commercial Thin Timber Sale.

Council Bill #

Project: Russula Commercial Thin Timber Sale

Partner/Supplier: n/a

Agenda dates requested:

Location: Lake Chaplain Tract

Briefing

Proposed action

Consent 08/28/24

Action

Ordinance

Public hearing

Yes ☒ No

Preceding action: Timber Surplus Resolution No. 8051 (July 24, 2024)

Fund: 401 Water and Sewer Utility

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Resolution

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

(425) 257-8967

Email:

jmarrs@everettwa.gov

Fiscal summary statement:

The Russula Commercial Thin Timber Sale will have a total revenue of at least the minimum bid price of \$335,923.72.

Project summary statement:

In 2009, the City entered into an agreement with the Washington Department of Fish and Wildlife and the Public Utility District No. 1 of Snohomish County for the management of City lands at Lake Chaplain. This agreement required the City to develop the Lake Chaplain Tract Wildlife Habitat Management Plan (LCT-WHMP). This plan was modified in 2015 by the Safe/Harbor Cooperative Habitat Enhancement Agreement (SHA-CHEA) with the United States Fish and Wildlife Service and Washington State Department of Natural Resources. The LCT-WHMP and SHA-CHEA manage timber harvest and forestry activities to maintain and enhance habitat for wildlife. Commercial thinning creates understory diversity, benefitting many species.

The award of the Russula Commercial Thin Timber Sale will continue to accomplish the habitat objectives approved in the Lake Chaplain Tract Wildlife Habitat Management Plan.

There are three units to be harvested totaling about 312 acres. There are estimated to be 10,753 tons of timber available to be harvested and the minimum acceptable bid is \$31.24/Ton.

The bid opening is scheduled for August 27, 2024 at 2:00pm. Following the opening, staff will notify Council of the winning bid number, company name and final amount.

Initialed by:

RLS

Department head

Administration

Council President

Recommendation (exact action requested of Council):

Award the Russula Commercial Thin Timber sale (2024-02) to _____ in the amount of \$ _____ and authorize the Mayor to sign the timber sale contract.

CITY OF EVERETT
BILL OF SALE AND CONTRACT FOR
FOREST PRODUCTS
EXPORT RESTRICTED TONNAGE SCALE

SALE NAME: RUSSULA COMMERCIAL THIN

CITY OF EVERETT (CITY) and (PURCHASER),

AGREE AS FOLLOWS:

SECTION G: GENERAL TERMS

G-1 Definitions

The following definitions apply throughout this Contract:

Bill of Sale and Contract for Forest Products: Contract between the Purchaser and the City, which sets forth the procedures and obligations of the Purchaser in exchange for the right to remove forest products from the sale area. The Bill of Sale and Contract for Forest Products may include a Road Plan for any road construction or reconstruction, where applicable. The Bill of Sale and Contract for Forest Products is also referred to as the “Contract.”

Contract Administrator: Person responsible for administering the Contract for the City.

Total Estimated Value of Sale: The Total Estimated Value of Sale shown in Purchaser’s bid dated , which is \$.

Species	Estimated Quantity (tons)	Rate (\$/ton)	Total
All Species	10,753	\$31.24/ton-price to be bid	\$335,923.72
Total Estimated Value of Sale			\$335,923.72

Forest Product: Any material derived from the forest for commercial use.

Purchaser: The company or individual that has entered into this Bill of Sale and Contract for Forest Products with the City for the right to harvest and remove forest products from the timber sale area.

Road Construction: Includes building new and maintaining existing forest roads and associated work that may be optional or required as described in the Road Plan.

City: The City of Everett, the landowner and seller of Forest Products from the timber sale area.

Subcontractor: Individual or company employed by the Purchaser to perform a portion or all of the services required by the Bill of Sale and Contract for Forest Products. The Purchaser is responsible for independently negotiating, procuring and paying for all subcontracted services rendered.

G-11 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on 8/27/24 and City Council awarded this Contract to Purchaser. The City agrees to sell and permit Purchaser to cut and remove, and Purchaser agrees to purchase, as much of the following Forest Products as can be cut and removed during the term of this Contract:

Sale Description

All timber bound by pink Timber Harvest Boundary flagging, timber type breaks, the S-1000 Road, T-1200 Road, and the T-1000 Road, except trees marked with blue paint, (GRT) Leave Tree tags, dead and down old growth logs, stumps and other blowdown trees.

The described products above are located on approximately **312.0** acres in parts of Sections 26 and 35, Township 29 North, Range 07 East, and Section 31 of Township 29 North, Range 08 East, all W.M., in Snohomish County as shown on Timber Sale Maps and as designated in the sale area.

All forest products described above from the bole of the tree that meet or exceed 2 inches diameter inside bark on the small end are eligible for removal. Above ground components of a tree that remain as by-products after the manufacture of logs, including but not limited to tree tops, branches, limbs, needles, leaves, and stumps, are not eligible for removal under the terms of this contract.

This Contract does not convey an interest in land.

G-12 Export Restricted

The timber sold herein is hereby designated as export restricted. WAC 240-15-015 (relating to the prohibition on export and substitution), WAC 240-15-025 (relating to reporting requirements) and WAC 240-15-030 (relating to enforcement) are incorporated herein by

reference. A violation by the purchaser of the prohibitions under WAC 240-15-025 shall be sufficient cause for the City to cancel this Contract and, in the City's sole discretion, may be cause to disqualify Purchaser from future purchases and Contracts with the City.

G-20 Inspection By Purchaser

Purchaser hereby warrants to the City that they have had an opportunity to fully inspect the sale area and the Forest Products being sold. Purchaser further warrants to the City that it enters into this Contract based solely upon its own judgment of the value of the Forest Products, formed after its own examination and inspection of both the timber sale area and the Forest Products being sold. Purchaser also warrants to the City that it enters this Contract without any reliance upon the tonnage estimates, volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representations by the City or Roots Forestry Consulting, LLC.

G-25 Exhibits

The following exhibits are hereby incorporated by reference into this Contract, and Purchaser shall fully comply with all provisions of these exhibits:

- A. Timber Sale Maps
- B. Thinning Prescription
- C. Road Plan

G-30 Contract Term/Signatures

Purchaser shall remove the Forest Products conveyed and complete all work required by this Contract prior to **March 31, 2026**. This Contract expires on such date. Signatures on this Contract will be with AdobeSign, which is fully binding on both City and Purchaser.

G-40 Contract Term Adjustment – No Payment

Purchaser may request an adjustment in the Contract term. A request must be submitted in writing, must be received by the City within 30 days after the start of interruption or delay, and must indicate the actual or anticipated length of interruption or delay. The City may grant the adjustment only if the cause for Contract term adjustment is beyond Purchaser's control. The cause must be one of the following and the adjustment may be granted only if operations or planned operations under this Contract are actually interrupted or delayed:

- a. Road and bridge failures, which deny access;
- b. Shutdowns caused by, or resulting from, action or inaction by regulatory agencies, including, but not limited to, rules, changes in rules or regulations, or other action;
- c. Access road closures imposed by road owner;

- d. Excessive suspensions as provided in clause G-220.

G-51 Contract Extensions - Payment

Extensions of the Contract term may be granted only if, in the judgment of the City, Purchaser is acting in good faith and is endeavoring to remove the Forest Products conveyed. The term of this Contract may be extended for a reasonable time by the City if all of the following conditions are satisfied:

- a. A written request for extension of the Contract term must be received prior to the expiration date of the Contract.
- b. Completion of all required roads and compliance with all Contract and regulatory requirements.
- c. For the first extension, not to exceed 1 year, payment of at least 25 percent of the Total Estimated Value of Sale.

For the second extension, not to exceed 1 year, payment of at least 90 percent of the Total Estimated Value of Sale.

The payments shall not include the initial deposit which shall be held according to the provisions of RCW 79.15.100.

d. Payment of an amount equal to 12 percent interest per annum for the extension period on the unpaid portion of the Contract. To determine the unpaid portion of the contract, take the Total Estimated Value of Sale and subtract for each species item the remaining tonnage (based on estimated tonnage in the Timber Notice of Sale) multiplied by the Contract payment rate for each item and then further subtract all cash deposits that can be used for timber payments, except the initial deposit.

e. Payment of \$1.00 per acre per annum for the acres on which an operating release has not been issued in the sale area.

f. In no event will the extension charge be less than \$200.00.

g. Extension payments (which include the payments made under c, d, and e above) are non-refundable.

G-53 Surveys - Sensitive, Threatened, Endangered Species

Whenever the City determines that a survey for sensitive, threatened, or endangered species is prudent, or when Purchaser determines a survey is prudent and the City agrees, Purchaser shall perform such surveys at Purchaser's expense and to the standards required by the City. The survey information shall be supplied to the City.

G-60 No Warranties by City

THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE GOODS SOLD. FOR EXAMPLE, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, AND ARE EXCLUDED FROM THIS TRANSACTION:

- a. The MERCHANTABILITY of the Forest Products. The use of the term "merchantable" elsewhere in this Contract is not intended to vary the foregoing.
- b. The CONDITION of the Forest Products. The Forest Products are conveyed "as is."
- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, Timber Sale Maps, this Contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The TONNAGE, VOLUME, QUALITY, OR GRADE of the Forest Products. The descriptions of the Forest Products conveyed in this Contract are estimates only, made for the sole purpose of identification.
- e. THE CORRECTNESS OF ANY SOIL OR SURFACE CONDITION AND PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE CITY. These documents were prepared for appraisal purposes only.
- f. Items which extend beyond the description of the face of this Contract.
- g. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The City is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.
- h. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The City is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.

G-62 Safe Harbor and Cooperative Habitat Enhancement Agreements

The City has entered into a Safe Harbor Agreement (SHA) with the U.S. Fish and Wildlife Service (USFWS) and a Cooperative Habitat Enhancement Agreement

(CHEA) with Washington State Department of Natural Resources (DNR) to address Chaplain Tract land management and conservation relating to compliance with the Federal Endangered Species Act. The activities to be carried out under this Contract are located within the City's SHA and CHEA area and are subject to the terms and conditions of the SHA and CHEA, and the Incidental Take Permit issued by USFWS. All SHA and CHEA materials are available for review at the City of Everett Public Works Building at 3200 Cedar St., Everett, WA.

By signing this Contract, Purchaser agrees to comply with the terms and conditions of the SHA and CHEA and the Incidental Take Permit, which shall become terms of this Contract. The City agrees to authorize the lawful activities of the Purchaser carried out pursuant to this Contract, PROVIDED the Purchaser remains in compliance with the terms and conditions of both the SHA and CHEA and the Incidental Take Permit. The requirements set forth in this Contract are intended to comply with the terms and conditions of the SHA and CHEA and the Incidental Take Permit. Accordingly, non-compliance with the terms and conditions of the SHA or CHEA or the Incidental Take Permit will render the authorization provided in this paragraph void, be deemed a breach of the Contract and may subject Purchaser to liability for violation of the Endangered Species Act.

Any modifications to the Contract shall be proposed in writing by Purchaser, shall continue to meet the terms and conditions of the SHA and CHEA and the Incidental Take Permit, and shall require an amendment signed by the Mayor of the City before taking effect.

G-63 Incidental Take Permit Notification Requirements

- a. Purchaser shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITP) that are discovered within the area covered by the SHA and CHEA including, but not limited to: locations of occupied murrelet habitat and; spotted owl nests. Purchaser is required to notify the Contract Administrator upon discovery of any fish species found in streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.
- b. Upon locating any live, dead, injured, or sick specimens of any permit species covered by the ITP, Purchaser shall immediately notify the Contract Administrator. Purchaser shall notify the Contract Administrator if there is any doubt as to the identification of a discovered permit species. Purchaser may be required to take certain actions to help the Contract Administrator safeguard the well-being of any live, injured or sick specimens of any permit species discovered, until the proper disposition of such specimens can be determined by the Contract Administrator. Any such requirements will be explained to Purchaser by the Contract Administrator during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.

- c. Provisions and requirements of the ITP shall be clearly presented and explained to Purchaser by Contract Administrator during the Pre-Work Conference as per Contract clause G-330. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Purchaser to all authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

G-64 Permits

Purchaser is responsible for obtaining any permits not already obtained by the City that relate to Purchaser's operation. Forest Practice Application / Hydraulic Project Approval permits obtained by the City shall be transferred to Purchaser. Approved Forest Practice Applications include #2819244. Purchaser is responsible for all permits, amendments and renewals and ensuring all FPHP work under this Contract is completed.

G-65 Disclaimer of Regulatory Actions

The City disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-66 Governmental Regulatory Actions

a. Risk

Purchaser shall be responsible for any increased operating costs arising from any applicable foreign or domestic governmental regulation or order that does not cause Contract performance to become commercially impracticable or that does not substantially frustrate the purpose of the Contract. If impracticability or frustration results from Purchaser's failure to comply with this Contract, Purchaser shall remain responsible for payment of the Total Estimated Value of Sale notwithstanding the impracticability or frustration.

b. Sale Area

When portions of the sale area become subject to a domestic governmental regulation or order that will likely prevent timber harvest for a period exceeding six months, and the Purchaser has complied with this Contract, then:

- i. If forty percent (40%) or less of the sale area is affected by the governmental regulation or order, Purchaser's rights to purchase and remove the timber and all other interest in the affected sale area is terminated upon notice from the City.

- ii. If forty-one percent (41%) or more of the sale area is affected by the governmental regulation or order, the City shall by notice to Purchaser either terminate Purchaser's rights to purchase and remove the timber and all other interest in the affected sale area or terminate the Contract. Termination will discharge any unexecuted portion of the Contract.

c. Not Used.

G-70 Limitation of Damages

In the event of a breach of any warranty or any other act or omission under this Contract by the City, the liability of the City shall be limited to, and Purchaser's exclusive remedy shall be, a return of the initial deposit, unapplied payments, and credit for unamortized improvements made by Purchaser.

The City shall not be liable for any other damages, whether direct, incidental or consequential.

G-80 Statements by City

No advice by any agent, employee, or representative of the City regarding the method or manner of performing shall constitute a representation or warranty that said method, manner or result thereof will conform to the Contract or be suitable for Purchaser's purposes under the Contract. Purchaser's reliance on any City advice regarding the method or manner of performance shall not relieve Purchaser of any risk or obligation under the Contract. Purchaser retains the final responsibility for its operations under this Contract and City shall not be liable for any injuries resulting from Purchaser's reliance on any City advice regarding the method or manner of performance.

In addition:

- a. Nothing in this Contract requires the City to provide the Purchaser with direction or advice. If a duly authorized representative of the City approves, suggests or recommends any practice, means, method or manner for performance of this Contract, including logging practices, such approval, suggestion or recommendation shall not: (1) guarantee such approval, suggestion or recommendation will accomplish the requirements of the Contract; (2) relieve the Purchaser of any risks or obligations under the Contract; or (3) create any liability by the City to the Purchaser.
- b. Suggestions as to plans or methods of accomplishing the Contract by the City or the City's representative to the Purchaser, but not specified or required, if adopted or followed by the Purchaser in whole or in part, shall be used at the risk and responsibility of the Purchaser. The City and the City's representative assume no responsibility therefor and in no way will be held liable for any defects in the work which may result from or be caused by use of such plan or method or work.

G-91 Sale Area Adjustment

The Parties may agree to adjustments in the sale area boundary. The cumulative changes to the sale area during the term of the Contract shall not exceed more than four percent of the original sale area. If the sale area is increased, added Forest Products become a part of this Contract and shall be paid for at the same rate and manner as equivalent Forest Products under this Contract.

G-101 Forest Products Not Designated

Any trees or Forest Products that are not designated for removal and which must be removed in the course of operations authorized by the City, shall be approved and designated by the Contract Administrator. Purchaser shall pay City for such Forest Products at a fair market value determined by the City.

G-105 Adding Naturally Damaged Forest Products

Any Forest Products not designated for removal that are seriously damaged by disease, insects or wind, or that may contribute seriously to the spread of insect or disease damage may be added to this sale by the Contract Administrator. Additions must be in unlogged areas of the sale and added tonnage shall not exceed an amount equal to 10 percent of the original advertised tonnage. Added Forest Products become a part of this Contract and shall be paid for at the same rate and manner as equivalent Forest Products under this Contract.

G-110 Title and Risk of Loss

Title to the Forest Products conveyed passes upon the execution of this Contract by the City. Purchaser bears the risk of loss or damage to the Forest Products in this Contract from the time the City executes this Contract. In the event any such Forest Products are destroyed, damaged, or stolen after passage of title, whether the cause is foreseeable or unforeseeable, the Forest Products shall be paid for by Purchaser. Breach of this Contract shall have no effect on this provision. Title to the Forest Products not removed from the sale area within the period specified in this Contract shall revert to the City.

G-120 Responsibility for Work

All work, equipment and materials necessary to perform this Contract shall be the responsibility of Purchaser. Any damage to improvements, except as provided in G-130, shall be repaired promptly to the satisfaction of the City at Purchaser's expense during the Contract period unless an operating release has been issued.

G-130 Exceptions

- a. Exceptions to Purchaser's responsibility in G-120 shall be limited exclusively to the following. These exceptions shall not apply should damages occur because of Purchaser's failure to take reasonable precautions or to exercise sound forest engineering and construction practices.

1. The City shall bear the cost to repair any third-party damage involving any existing roadway or section of new construction completed under this Contract to a fully functional stage. Purchaser shall accomplish repairs promptly as required by the City at an agreed price. The City may elect to accomplish repairs itself, either by its own forces or by contracting with a third party.
 2. Catastrophic damage is defined as City identified damage valued in excess of Ten Thousand Dollars (\$10,000.00), which is caused by forces beyond the control, and without the negligence of, Purchaser, such as earthquakes, volcanic eruptions, landslides, and floods. The Parties shall share equally the cost to repair any part of the required work performed by Purchaser, which is damaged by catastrophic damage. Purchaser shall be responsible for the first Ten Thousand Dollars (\$10,000.00) of repair costs. Purchaser shall accomplish repairs promptly as required by the City at an agreed price. The City may elect to accomplish repairs by means of City provided resources.
- b. Nothing contained in G-120 and G-130 shall be construed as relieving Purchaser of responsibility for, or damage resulting from, Purchaser's operations or negligence, nor shall Purchaser be relived from full responsibility for making good any defective work or materials.

G-140 Indemnity

To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless City and all officials, agents and employees of City, from and against all Claims arising out of or resulting from the performance of this Contract. "Claim" as used in this Contract means any and all financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Purchaser's obligations to indemnify, defend, and hold harmless includes any Claim by Purchaser's agents, employees, representatives, or any subcontractor or its employees. Purchaser expressly agrees to indemnify, defend, and hold harmless City for any claim arising out of or incident to Purchaser's or any subcontractors' performance or failure to perform the Contract. Purchaser's obligation to indemnify, defend, and hold harmless City shall not be eliminated or reduced by any actual or alleged concurrent negligence of City or its agents, agencies, employees and officials. Purchaser waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless City and its agents, officials, agents or employees and acknowledges this was mutually negotiated. This clause G-140 survives termination or expiration of this Contract.

G-150 Liability Insurance

Purchaser shall, at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in a breach and/or termination of the Contract at City's option. City may suspend Purchaser operations until required insurance has been secured.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the City's Risk Manager before the insurance coverage is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW.

The City shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

1. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner): The insurer shall give the City 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the City shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (surplus lines): The City shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the City shall be given 10 days advance notice of cancellation.

Prior to the performing any part of this Contract, Purchaser shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. In addition, Purchaser shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on all general liability, excess, umbrella, and property insurance policies with respect to the operations performed and services provided under this Contract and that such insurance shall apply as primary, non-contributing insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause providing such coverage from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements. The full policy limits maintained by the Purchaser shall be available to the City as Additional Insured, even if such limits are greater than those required by this Contract.

Insurance coverage shall be obtained by the Purchaser prior to operations commencing and continually maintained in full force until all Contract obligations have been satisfied or an operating release has been signed by the City.

Purchaser shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Purchaser's liability or responsibility.

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained. Purchaser waives all rights against City for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Contract.

By requiring insurance herein, City does not represent that coverage and limits will be adequate to protect Purchaser and such coverage and limits shall not limit Purchaser's liability under the indemnities and reimbursements granted to City in this Contract.

The limits of insurance, which may be increased as deemed necessary by City, shall not be less than as follows:

Commercial General Liability (CGL) Insurance. Purchaser shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000.00 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL coverage shall include a Logging and Lumbering Endorsement (i.e. Logger's Broad-Form) to cover the events that include, but are not limited to, fire suppression expenses, accidental timber trespasses, and wildfire property damage with limits of not less than \$2,000,000.00 each occurrence.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insureds (cross liability) condition.

Employer's Liability "Stop Gap" Insurance. Purchaser shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000.00 each accident for bodily injury by accident or \$1,000,000.00 each employee for bodily injury by disease.

Workers' Compensation Coverage. Purchaser shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Purchaser and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this Contract. Except as prohibited by law, Purchaser waives all rights of subrogation against City for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Purchaser, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and City incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Purchaser shall indemnify City. Indemnity shall include all fines, payment of benefits to Purchaser or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

Business Auto Policy (BAP). Purchaser shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of "Any Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Purchaser waives all rights against City for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

G-160 Agents

- a. The Contract Administrator will administer the Contract on behalf of the City. The Public Works Director will notify the Purchaser in writing who is responsible for administering the Contract. No agent, employee, or representative of the City, including the Contract Administrator, has any authority to bind the City to any affirmation, representation or warranty concerning the Forest Products conveyed beyond the terms of this Contract.
- b. Purchaser is required to have a person on site during all operations that is authorized to receive instructions and notices from the City. Purchaser shall inform the City in writing who is authorized to receive instructions and notices from the City, and any limits to this person's authority.

G-161 Independent Contractor

- a. The parties agree that this Contract shall not constitute nor create an employer-employee relationship, and since the Purchaser is an independent contractor, Purchaser shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so called employer taxes and contributions, including, but not limited to, industrial insurance (Workmen's Compensation), and that the Purchaser agrees to indemnify, defend and hold the City harmless from any claims, valid or otherwise, made to the City, because of these obligations.
- b. While engaged in the performance of this Contract, any and all employees of the Purchaser shall be considered employees of only the Purchaser and not employees of the City. The Purchaser shall be solely liable for any and all claims that may or might on behalf of said employees or Purchaser, 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 the Purchaser's employees, while so engaged on any of the Work.

- c. Purchaser shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.
- d. Purchaser assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Contract be enacted as to all persons employed by the Purchaser and as to all duties, activities and requirements by the Purchaser in performance of the Work and Purchaser shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

G-162 Employment

The Purchaser warrants that it had not employed or retained any company or person, other than a bona fide employee working solely for the Purchaser, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Purchaser, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to terminate this Contract without liability or, in its discretion, recover from Purchaser, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

G-170 Assignment and Delegation

No rights or interest in this Contract or performance of Contract duties shall be assigned or delegated by Purchaser without prior written permission of the City. Any attempted assignment shall be void and ineffective for all purposes unless made in conformity with this paragraph. Approval or assignment by the City shall not include or in any way constitute release of security provided by the Purchaser.

G-180 Modifications

Waivers, modifications or amendments of the terms of this Contract must be in writing signed by Purchaser and the Mayor of the City.

G-181 Waiver

Any waiver by the Purchaser or the City or the breach of any provision of this Contract 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.

G-182 Severability

If any part of this Contract 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 Contract shall remain in full force and effect.

G-190 Contract Complete

This Contract is the final expression of the Parties' agreement. There are no understandings, agreements or representations expressed or implied, which are not specified in this Contract.

G-201 Notice

- a. Notices required to be given pursuant to clauses G-211 Violation of Contract and G-220 City Suspends Operations shall be in writing and shall be delivered to the Party's authorized agent or sent by certified mail to the Party's post office address:

PURCHASER ADDRESS

- b. All other notices required to be given under this Contract shall be in writing and delivered to the authorized agent or mailed to the Party's post office address. Purchaser agrees to notify the City of any change of address.

G-211 Violation of Contract

- a. If Purchaser violates any provision of this Contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, the Purchaser has thirty (30) days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied (such as a violation of WAC 240-15-015) or Purchaser fails to remedy the violation within the thirty (30) days after receipt of a suspension notice, the City may terminate the rights of Purchaser under this Contract and collect the liquidated damages provided for in D-13.
- b. If the Contract expires pursuant to G-30 without Purchaser having performed all its duties under this Contract, Purchaser's right to operate is terminated and Purchaser shall not have the right to remedy the breach. This provision shall not relieve Purchaser of any payment obligations.
- c. The City has the right to remedy the breach in the absence of any indicated attempt by Purchaser or if Purchaser is unable, as determined by the City, to remedy the breach. Any expense incurred by the City shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of the billing.
- d. If Purchaser's violation is the result of a failure to make a payment when due, in addition to a. and b. above, interest shall accrue on the unpaid balance at the current interest rate of one percent (1%) per month computed daily beginning the date payment was due.

G-220 City Suspends Operation

The Contract Administrator may suspend any operation of Purchaser under this Contract when, in the opinion of the City, the City is suffering, or there is a reasonable expectation the City will suffer environmental, monetary, or other damage if the operation is allowed to continue.

Purchaser shall be in breach of this Contract if the operation continues after the suspension notice or if the operation resumes without prior approval and notice from the City.

Purchaser may request a modification of a suspension within thirty (30) days of the start of suspension through the dispute resolution process in clause G-240. If this process results in a finding that the suspension exceeded the time reasonably necessary to stop or prevent damage to the City, Purchaser is entitled to a Contract term adjustment under clause G-40 for the actual interruption or delay in operations caused by the excessive suspensions.

If it reasonably appears that the damage that the City is suffering, or can reasonably be expected to suffer, if the operation continues, will prevent harvest for a period that will exceed six months, and the Purchaser has complied with this Contract, the provisions of Clause G-66 shall govern just as if the harvest was prevented by an applicable foreign or domestic governmental regulation or order.

G-230 Unauthorized Activity

Any cutting, removal, or damage of Forest Products by Purchaser, its employees, agents, or invitees, including independent contractors, in a manner inconsistent with the terms of this Contract or State law, is unauthorized. Such activity shall be considered outside this Contract and may subject Purchaser to liability for triple the value of said Forest Products.

G-240 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation of the administration of this Contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the City Public Works Director for resolution prior to seeking other relief.
- b. The Public Works Director will issue a written decision on Purchaser's request within ten (10) working days.

G-241 Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary, the Purchaser shall make available to the City for the City's examination all of the Purchaser's records and documents with respect to all matters covered by this Contract and, furthermore, the Purchaser will permit the City to audit, examine and make copies, excerpts or transcripts

from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

G-242 City of Everett Business License

Purchaser agrees to obtain a City of Everett business license prior to performing any work pursuant to this Contract.

G-250 Compliance with All Laws

Purchaser 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, including, but not limited to, the applicable requirements of WAC 240-15-015 (relating to prohibitions on export and substitution), WAC 240-15-025 (relating to reporting requirements), and WAC 240-15-030 (relating to enforcement).

G-260 Venue

The laws of the State of Washington shall govern this Contract. In the event of a lawsuit involving this Contract, venue shall be exclusively in Snohomish County Superior Court.

G-270 Equipment Left on City Land

All equipment owned or in the possession of Purchaser or its delegates shall be removed from the sale area and other City land by the termination of this Contract. Equipment remaining unclaimed on City land sixty (60) days after the expiration of the Contract period is subject to disposition as provided by law. Purchaser shall pay to the City all costs of moving, storing and disposing of such equipment. The City shall not be responsible for any damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.

G-280 Operating Release

Purchaser and Contract Administrator may agree to an operating release for this sale, or portion of this sale prior to the Contract expiration, when all Contract requirements pertaining to the release area, except slash disposal and payments, have been satisfactorily completed. Upon issuance of a release, Purchaser's right to cut and remove Forest Products on the release area will terminate.

G-310 Road Use Authorization

Purchaser is authorized to use the gravel portion of the following City roads and those roads on which the City has acquired easements or road-use permits: C-1000, E-1000, E-1300, S-1000, S-1600, T-1000, T-1200, T-1210, T-1230, T-1240, T-1300, T-1300A, T-1310, T-1320, T-1321, T-1330, and T-1340.

The City may authorize in writing the use of other roads subject to fees, restrictions, and prior rights.

G-330 Pre-work Conference

Purchaser shall arrange with the Contract Administrator to review this Contract and to examine the sale area before beginning any operations. A plan of operations shall be developed and agreed upon by the City and Purchaser before beginning any operations. To the extent that the plan of operations is inconsistent with the Contract, the terms of the Contract shall prevail. City's acceptance and approval of Purchaser's plan of operations shall not be construed as any statement or warranty that the plan of operations is adequate for Purchaser's purposes or complies with applicable laws.

G-340 Preservation of Markers

Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, Purchaser shall have a licensed land surveyor re-establish them in accordance with U.S. General Land Office standards. Corners and/or witness objects that must be disturbed or destroyed in the process of road construction or logging shall be adequately referenced and/or replaced. Such references must be approved by the Contract Administrator prior to removal of said corners and/or witness objects.

G-360 Road Use Reservation

The City shall have the right to use, without charge, all existing and any road constructed or reconstructed on City lands by Purchaser under this Contract. The City may extend such rights to others. If the City grants such rights to others, the City shall require performance or payment, as directed by the City, for their proportionate share of maintenance based on their use.

G-370 Blocking Roads

Purchaser shall not block the C-1000, E-1000, E-1300, S-1000, T-1000, T-1200, T-1240, T-1300, T-1300A, T-1320, or T-1330 roads unless the Contract Administrator grants authority in writing. The T-1200 and T-1240 roads may be temporarily blocked for purposes of loading log trucks as long as the duration of blockage does not exceed 30 minutes.

G-375 Locked Gates

All gates on the E-1000, S-1000, and T-1000 roads shall be kept closed and locked unless permission to do otherwise is granted by the Contract Administrator.

G-430 Open Fires

Purchaser shall not set or allow to be set by Purchaser's employees, agents, invitees and independent contractors, any open fire at any time of the year without first obtaining permission in writing from the Contract Administrator.

G-435 Water Quality Protection Specifications

All on site work associated with this Contract shall be done under the City of Everett Water Quality Protection Specifications Clause S-5, dated 6/1/2011 and are hereby made part of this Contract.

G-440 Sanitary Facilities

The City shall provide and maintain portable toilets at active worksites during the operation of this Contract. Purchaser shall use these facilities.

G-445 Equipment Watchman

Location of watchman facility for security reasons shall be approved by the Contract Administrator prior to move in.

G-450 Encumbrances

This Contract and Purchaser's activities are:

- a. Subject to easement for power transmission lines.
- b. Subject to easement for water transmission lines.
- c. Subject to easements for road use by others.
- d. Subject to easement granted to the City from Washington State Department of Natural Resources (Snohomish County Auditor File #9201160106).

SECTION P: PAYMENTS AND SECURITY

P-11 Initial Deposit

Purchaser shall pay the City **thirty-three thousand five hundred ninety-two Dollars and thirty-seven Cents (\$33,592.37)** as an initial deposit. This initial deposit shall be maintained throughout the Contract and may be used as a final payment. If the operating authority on this Contract expires or this Contract expires without Purchaser's payment of the full amount specified in Clause P-23, the initial deposit will be immediately forfeited to the City, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed to ensure full payment of the of all amounts due under this Contract, or not needed to complete any remaining obligations of the Purchaser existing after Contract expiration, will be refunded to the Purchaser.

P-23 Payment for Forest Products

Purchaser will pay to the City, as the Contract payment rate, Purchaser's bid rate shown in G-1 for each ton of Forest Products removed. Purchaser agrees to weigh all loads

P-27 Payment for Removal of Optional Forest Products

Purchaser agrees to weigh all loads and pay the rate of **\$2.00** per ton for forest products approved for removal from the sale area under clause H-157.

P-40 Weighing and Scaling Costs

Purchaser agrees to pay for all scaling and weighing costs for logs and other products sold under this Contract. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-45 Guarantee of Payment

Purchaser will pay for Forest Products prior to cutting or will guarantee payment by posting a payment security approved by the City. The amount of cash or payment security shall be determined by the City and shall equal or exceed the value of the cutting proposed by Purchaser.

P-52 Payment Procedure

If a third party Log and Load Reporting Service (LLRS) is required by this Contract the City will compute and forward to the Purchaser statements of charges provided for in the Contract. Purchaser shall deliver payment to the City of Everett Purchasing Office or before the date shown on the billing statement.

If a third party LLRS is not required by this contract, Purchaser shall pay for Forest Products removed on a monthly basis. Payments will be submitted to the office listed above on or before the fourteenth of the month following the month in which the timber was removed or, according to an alternate payment schedule as approved by the City with at least one payment each month for timber removed. The alternate payment schedule, once approved by the City in writing, shall become part of this Contract and may be changed only with written approval of the City.

Payment will be based on the Contract rate multiplied by the tons removed during the month or payment period. Included with the payment will be a summary report along with all related load tickets and the corresponding certified weight tickets for the payment period. The summary report will be generated using a computer spreadsheet and list the load tickets in ascending numerical order with the corresponding ticket number and weight for each load.

P-70 Payment for Products: Damage, Theft, Loss, or Mismanufacture

Forest products included in this agreement which are destroyed, damaged, stolen, lost, or mismanufactured shall be paid for by Purchaser on demand of the City. The rates contained in clause P-23 shall apply.

P-80 Payment Account Refund

Advance payments remaining on account above the value for the charges shall be returned to Purchaser within thirty (30) days following the final report of charges.

P-90 Performance Security

Purchaser agrees to furnish within thirty (30) days of the auction date, security acceptable to the City in the amount of **sixty-seven thousand one hundred eighty-four Dollars & seventy-four Cents (\$67,184.74)** that guarantees performance of all provisions of this Contract and payment of any damages caused by operations under this Contract or resulting from Purchaser's noncompliance with any rule or law. Purchaser shall not operate unless the City has accepted performance security. If at any time the City decides that this security has become unsatisfactory, Purchaser agrees to suspend operations and, within thirty (30) days of notification, to replace the security with one acceptable to the City.

P-100 Performance Security Reduction

The City may reduce the performance security after an operating release has been issued if the City determines that adequate security exists for any remaining obligations of Purchaser.

SECTION L: LOG DEFINITIONS AND ACCOUNTABILITY

L-60 Load Tickets

Purchaser shall complete and use load tickets as directed by the Contract Administrator and, if required, use other identification as directed by the City to ensure accounting of forest products removed from the sale area. A load ticket must be fixed, as designated by the Contract Administrator, to each truck and trailer load prior to leaving the landing.

Purchaser shall account for all load tickets issued by the Contract Administrator and return unused tickets at termination of the Contract, or as otherwise required by the Contract Administrator. Unused tickets not returned shall be subject to liquidated damages per clause D-030.

The City may also treat load tickets either not accounted for or not returned as lost forest products per clause P-070. All costs associated with computing the billings for lost forest products shall be borne by Purchaser.

L-71 Log and Load Reporting Service

This Contract requires the use of a City approved third party Log and Load Reporting Service (LLRS). Purchaser shall ensure log volume measurement data and/or load and weight data is received by the LLRS within 1 business day of logs being measured or weighed. Purchaser agrees to pay the LLRS for log and load data supplied to the City.

If during the term of this Contract, the City discontinues use of the LLRS, the City will notify the Purchaser in writing and the Purchaser will then be responsible to send log scale and/or weight information to the City.

L-110 City Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this Contract must be approved by the City. Forest products sold under the Contract which require log scaling shall be scaled, measured, or counted by a City approved third party log scaling organization. Forest products sold under the Contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of City approved measurement and/or weighing facilities that are at or enroute to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the City and are currently authorized for this sale. The City reserves the right to verify load volume and weights with City employees or contractors at the City's own expense. The City reserves the right to revoke the authorization of previously approved measurement locations.

SECTION H: HARVESTING OPERATIONS

H-01 Operations Outside the Sale Boundaries

No operations shall occur outside the sale boundaries, as described within the Contract, unless approved in writing by the City.

H-10 Cutting and Yarding Schedule

BARK SLIPPAGE: Cutting and yarding shall not be permitted during the bark slippage season unless the Purchaser provides a written plan outlining mitigation measures and the plan is pre-authorized in writing by the Contract Administrator. This season is estimated to run from April 1 to July 15 but may vary depending on weather conditions.

Shovel logging and ground-based logging shall not be permitted anywhere within the Lake Chaplain Watershed from October 15 through July 15 except by written permission from the Contract Administrator. Watershed boundaries are depicted on the Timber Sale Maps.

H-11 Certification of Fallers and Yarder Operators

All persons engaged in the felling and yarding of timber must receive certification in writing from the Contract Administrator. Certification may be revoked when the Contract Administrator determines that non-compliance of leave tree selection criteria or cut tree selection criteria is occurring, or excessive damage to leave trees or skid trails is occurring.

Excessive damage for leave trees is defined in clause H-012.

Excessive damage for reserve trees is defined in clause H-013.

Excessive skid trail damage is defined in clause H-015 or H-016.

When leave tree damage exceeds the limits set forth in clause H-012, Purchaser shall be subject to liquidated damages (clause D-040).

When reserve tree damage exceeds the limits set forth in clause H-013, Purchaser shall be subject to liquidated damages (clause D-041).

H-12 Leave Tree Damage Definition

Leave trees are trees required for retention within the sale boundary. Purchaser shall protect leave trees from being cut, damaged, or removed during operations.

Leave tree damage exists when more than 5 percent of the leave trees are damaged in a unit and when one or more of the following criteria occur as a result of Purchaser's operation, as determined by the Contract Administrator:

- a. A leave tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 20 square inches.
- b. A leave tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A leave tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

If the Contract Administrator determines that a leave tree has been cut or damaged, the Purchaser may be required to pay liquidated damages for Excessive Leave Tree Damage as detailed in clause D-040.

H-16 Skid Trail Requirements

A skid trail is defined as an area that is used for more than three passes by any equipment.

Purchaser shall comply with the following during the yarding operation:

- a. A skid trail will not exceed **14 feet** in width, including rub trees.
- b. Skid trails shall not cover more than **10 percent** of the total acreage on one unit.
- c. Location of the skid trails must be marked by Purchaser and approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.
- f. Excessive soil damage is not permitted. Excessive soil damage is described in

clause H-17.

g. Purchaser will not have more than two skid trails open to active skidding at any one time. All other skid trails used for skidding timber will be closed.

h. Once a skid trail is closed, Purchaser will not reopen a skid trail unless approved in writing by the Contract Administrator.

i. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

Purchaser shall not deviate from the requirements set forth in this clause without prior written approval from the Contract Administrator.

H-17 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 12 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

H-25 Timing Requirements for Timber Removal

All timber must be removed within 4 weeks of being felled.

H-30 Timber Falling

Trees shall be felled and logs shall be bucked to obtain the greatest practicable utilization of forest products and other valuable materials conveyed.

H-35 Fall Trees Into Sale Area

Trees shall be felled into the sale area unless otherwise approved by the Contract Administrator.

H-40 Purchaser Cutting Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable cutting plan for the sale area. The cutting plan shall be approved by the Contract Administrator prior to beginning the cutting operation.

H-50 Rub Trees

Trees designated for cutting along skid trails and cable corridors shall be left standing as rub trees until all timber that is tributary to the skid trail or cable corridor has been removed.

H-52 Branding and Painting

Purchaser shall provide a State of Washington registered log brand and a quality log marking paint for the purpose of branding and painting Forest Products prior to removal from the landing on this sale in a manner that meets the requirements of WAC 240-15-030(2).

For pulp loads purchased under a contract designated as export restricted, Purchaser shall brand at least 3 logs with legible brands at one end. Also, 10 logs shall be painted at one end with durable orange paint.

H-80 Snags and Non-Merchantable Trees Not to be Felled

Snags and non-merchantable trees not required to be felled for safety reasons shall be left standing except as specified in clause H-140.

H-110 Stump Height

Trees shall be cut as close to the ground as practicable. Stump height shall not exceed twelve (12) inches in height measured on the uphill side, or 2 inches above the root collar, whichever is higher. Trees with major defect at the stump may be cut above the defect.

H-120 Harvesting Equipment

Forest products sold under this Contract 2024-02 may be yarded by cable or ground-based methods (See H-10 for timing restrictions) in Units 1 - 4. Tether-assist methods and/or self-leveling equipment may be used in Units 1 - 4 with prior written permission by Contract Administrator.

H-130 Hauling Restrictions

The hauling of forest products will not be permitted on any road from November 1 through March 31 unless authorized in writing by the Contract Administrator.

The City reserves the right to shut down haul on the C-1000, E-1000, E-1300, S-1000, S-1600, T-1000, T-1200, T-1210, T-1230, T-1240, T-1300, T-1310, T-1320, T-1321, T-1330, or T-1340 roads under the following conditions:

- (a) Emergency repair to City facilities.
- (b) During periods of freezing and thawing weather that may result in road damage.

H-140 Special Yarding Requirements

Purchaser shall accomplish the following during the yarding operations:

- (a) All old growth stumps and logs and blowdown trees that do not have small branches shall be left undisturbed as much as possible.
- (b) Shovel roads shall be located to avoid brushy areas, old down logs, and marked leave tree clumps.
- (c) Shovel logging shall be done in accordance with the City of Everett Shovel Logging Specifications dated 6/1/2011 (see below) and incorporated herein by reference.
- (d) Purchaser must comply with the following specification during yarding:
 - (i) Skid trails will not exceed 14 feet in width, including rub trees.
 - (ii) Deviations from designated skid trail locations must be pre-approved by the Contract Administrator.
 - (iii) Trees within skid trails shall be felled and yarded prior to the felling of adjacent timber.
 - (iv) Excessive skid trail damage is not permitted. Skid trail damage is considered excessive when more than 10 percent of the active trail has ruts over 4 inches in depth.
 - (v) Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.
 - (vi) Rub trees along the skid trail shall be left standing until all timber tributary to the skid trail has been removed.
- (e) Wet areas shall be crossed in only one location and must be pre-approved by the Contract Administrator. Trees around the wet areas shall be felled away from these areas.
- (f) All trees marked with blue paint shall be left standing. If any tree marked with blue paint must be felled due to safety or operational reasons, they may be felled but must be left un-bucked on site. Permission to do otherwise must be granted in writing by the Contract Administrator.

H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- a) A copy of the timber sale map, contract, and the FPA shall be present on site during active operations.
- b) Purchaser is responsible for all notification signage relating to logging and/or road construction activity at the Purchaser's expense.
- c) No harvest operations are permitted on weekends unless permission is requested in writing and approved by the Contract Administrator two weeks prior to the start of operations.

H-150 Required Removal of Forest Products

Purchaser shall remove from the sale area and present for scaling or weighing all forest products conveyed in the G-010 clause that meet the following minimum dimensions:

Species	Net bd ft	Log length (ft)	Log dib
Conifer	10	12	5

The City may treat failure to remove forest products left on the sale area that meet the above specifications as a breach of this Contract. At the City's option, forest products that meet the above specifications and are left on the sale area may be scaled for volume or measured and converted to weight by the City or a third party scaling organization and billed to Purchaser at the Contract payment rate. All costs associated with scaling, measuring and computing the billing will be borne by the Purchaser.

The City may treat mismanufacture as a breach of this Contract. At the City's option, forest products that are left on the sale area may be scaled for volume by the City or a third party scaling organization and billed to Purchaser at the Contract payment rate. All costs associated with scaling and computing the billing will be borne by Purchaser.

H-157 Optional Removal of Forest Products Not Designated

If in the course of operations, Purchaser decides to remove forest products that are below the minimum designated removal specifications per the 'Required Removal of Forest Products' (H-150), the payment rates in clause P-27 shall apply.

Forest products designated as optional shall be decked separately from forest products designated as required for removal. Prior to removal from the sale area, optional forest products as described in this clause must be inspected and approved by the Contract Administrator. Optional forest products may not be mixed with forest products that are required for removal by this contract and shall be removed from the sale area in separate truck loads using load tickets specified by the Contract Administrator.

All material removed under this clause is subject to the same log and load accountability rules as defined in the Log Definitions and Accountability section of this Contract. Purchaser shall follow the payment procedures as required in the P-052 clause and will submit a separate summary report for all forest products removed from the sale area under the authority of this clause.

H-160 Mismanufacture

Mismanufacture is defined as forest products remaining on the sale area that would have met the specifications in clause H-150 if bucking lengths had been varied to include such products.

H-190 Completion of Settings

Operations begun on any setting of the sale area shall be completed before any operation begins on subsequent settings unless authorized in writing by the Contract Administrator.

H-220 Protection of Residual or Adjacent Trees

Purchaser shall take necessary care to avoid damage to residual or adjacent trees. Purchaser shall comply with the following:

CITY OF EVERETT
SHOVEL LOGGING SPECIFICATIONS

- A. Only low ground pressure (9 lbs. P.S.I) track mounted machines with hydraulic boom and grapple shall be allowed.
- B. Shovel must be large enough to pick up one end of the largest log 30 feet from the center of the machine.
- C. When yarding and loading operations are going on simultaneously, an additional shovel shall be required for loading trucks to avoid extra shovel trips to the landing.
- D. No more than one round trip per shovel road is authorized unless permission to do otherwise is granted by the Contract administrator.
- E. Shovel roads shall be pre-planned and approved in writing prior to yarding. Roads shall be a minimum of 60 feet apart unless otherwise approved in writing.
- F. Shovel logging shall not be permitted on slopes over 30% unless permission to do so is granted in writing.
- G. Shovel operations shall be suspended during periods of wet weather to avoid soil compaction, rutting, or puddling.
- H. Logging debris created from the operation shall be removed from natural watercourses concurrently with yarding.
- I. Shovel shall stay a minimum of 20 feet from all watercourses and areas of wet or soft soils.
- J. All merchantable logs containing 10 board feet net scale, minimum top diameter of 5 inches and minimum length of 12 feet shall be yarded concurrently with the shovel operation.
- K. Within the area to be shovel logged, all logging debris concentrations--except large logs--shall be piled (on non-plantable spots such as new stumps, etc., as much as possible). Debris shall not be piled on old logs or stumps, high stumps, or wet areas. Slash piles should be between 5 to 10 feet tall.
- L. On return trip to road, shovel shall loosen compacted debris and soil under tracks with grapple to leave soil loose and aerated.
- M. Additional site-specific recommendations may be included on case-by-case basis.
- N. Shovel yarding approval is only provisional and shall be withdrawn if these specifications, in the opinion of the Contract Administrator, are not being followed.
- O. Old down logs, cull logs and stumps shall be left undisturbed whenever possible.

SECTION C: CONSTRUCTION AND MAINTENANCE

C-40 Road Plan

Road construction and associated work contained in the Road Plan for this sale, dated 4/5/24 and attached as Exhibit C, are hereby made a part of this Contract and shall be completed by Purchaser.

C-50 Purchaser Road Maintenance and Repair

Purchaser shall perform work on the gravel portions of C-1000, E-1000, E-1300, S-1000, S-1600, T-1000, T-1200, T-1210, T-1230, T-1240, T-1300, T-1310, T-1320, T-1321, T-1330, T-1340, or T-1350 roads to prevent damage to subgrade, to maintain proper drainage and to keep the road surface smooth and crowned. All gravel roads used shall meet the original construction or reconstruction specifications at Contract termination. All other gravel roads used shall be left in the condition that exists at the time the plan of operations is completed.

C-80 Landing Locations and Clean-up

Landings shall be located and marked by the Purchaser and approved by the Contract Administrator prior to construction. Upon completion of use, landing debris shall be piled as designated by the Contract Administrator.

SECTION S: SITE PREPARATION AND PROTECTION

S-1 Emergency Response Plan

An Emergency Response Plan (ERP) shall be provided to the Contract Administrator containing but not limited to, valid contact numbers and procedures for medical emergencies, fire, hazardous spills, forest practice violations and any unauthorized or unlawful activity on or in the vicinity of the sale area. The Contract Administrator and the City shall be promptly notified whenever an incident occurs requiring an emergency response.

The ERP must be presented for inspection at the prework meeting and kept readily available to all personnel, including subcontractors, on site during active operations

S-5 Operations in Watershed

Purchaser shall adhere to all “City of Everett Water Quality Protection Specifications” dated 6/1/2011, when operating inside the Chaplain Watershed in Units 1, 2, and 3. See below.

CITY OF EVERETT WATER QUALITY PROTECTION SPECIFICATIONS

I. DESCRIPTION

Water from Lake Chaplain Reservoir is used to provide drinking water for the majority of Snohomish County residents. The Purchaser shall use EXTREME care to protect water quality in the watershed.

REGULATIONS

- A. Lake Chaplain and its tributaries are classified as “AA”, a designation reserved for very high quality waterways. No discharge of any waste or wastewater will be permitted to the reservoir or its tributary streams.
- B. The Purchaser shall comply with regulations from the Department of Health, Rules and Regulations of the State Board of Health Regarding Public Water Systems (WAC 246-290) and Department of Ecology Water Quality Standards for Waters of the State of Washington (WAC 173-201).

II. PURCHASER REQUIREMENTS

- A. Compliance. The Purchaser shall comply with the restrictions, requirements and methods listed below and it shall be the Purchaser’s responsibility to ensure that workers are fully aware of the importance of maintaining high water quality in the watershed. All workers shall be familiar with these water quality protection specifications and understand that violation may be grounds for dismissal and/or Contract termination.
 - 1. Site Requirements. The Purchaser shall, where applicable, divert clean water around construction sites and yard areas to reduce the amount of water subject to contamination. Temporary ditches, culverts and dikes may be used. Purchaser shall disturb areas no larger than necessary for work yards and construction areas.
 - 2. The Purchaser shall not discharge waste of any type into the Lake Chaplain Reservoir or its tributaries.
 - 3. Purchaser shall regularly instruct workers of the importance of maintaining sanitary conditions in the watershed and complying with specifications as they pertain to water quality protection. The Purchaser shall make a copy of these specifications available to all workers in the watershed.

4. Purchaser shall not draw, dip or pump water from the Reservoir or its tributaries for drinking, culinary or other construction purposes without the written approval of the City's Contract Administrator.
5. Domestic animals are not permitted on the work site or in vehicles.
6. Swimming or other water contact activities are not permitted in the watershed. The Purchaser shall discharge any worker violating this rule.
7. To the extent practical refueling and servicing of construction equipment shall be performed outside the watershed. When necessary to bring or dispense fuel, lubricants or other petroleum products into the watershed to service construction equipment, it shall be accomplished with the use of a designated refueling truck which has been suitably equipped for this purpose. The location for refueling and servicing of construction equipment shall be approved by the City's Contract Administrator prior to starting construction work. The cleanliness, condition, suitability and use of the refueling truck shall be subject to review by the City's Contract Administrator.
8. During transfer of fuels from one container or vehicle to another, a competent operator shall be on-site to oversee the operation. Dispensing devices shall automatically shut off when the container is full. No overflows or spillage will be allowed. Condensation siphoned from fuel tanks shall not be discharged onto the ground or the surface waters. It shall be collected and disposed of off-site by the purchaser. Storage tanks shall be structurally capable of holding the full contents without leakage. Excessive rust, perforations, holes, splits, *et cetera*, on tanks will not be permitted. The fuel trucks shall be labeled or marked as such and shall carry a minimum of one 5-gallon bucket with lid, one shovel and oil absorptive pads for use in the event of a spill. Fueling of equipment shall not take place where spillage could contaminate the water of Lake Chaplain, tributaries and streams except as approved by the City's Contract Administrator.
9. All stationary equipment shall be stored in a designated storage and maintenance area. This includes generators, compressors and engine-driven pumps in addition to other equipment while not in use such as backhoes, loaders, dozers, trucks and other construction vehicles. Each equipment item to be left overnight shall have an oil absorbent pad placed beneath it and reasonable measures taken to protect against vandalism.
10. Soiled pads shall be replaced as often as necessary to preclude runoff of water containing sheens. Pads need to be picked up immediately when equipment is moved. Also, when the equipment is moved, any contaminated soil beneath it shall be excavated to a minimum depth of 6 inches and disposed of off-site by the Purchaser.
11. Petroleum products or waters containing sheens or rainbows shall not be discharged or be permitted to drain into the Reservoir. Spillage shall be mopped up immediately. Absorbent material and spillage shall be disposed of off-site by the Purchaser.

12. In the event of repair or routine maintenance such as oil changes or adjustment of hydraulic gear, equipment shall be moved to a designated storage and maintenance location agreed to by City's Contract Administrator.
13. Particular attention shall be given to housekeeping practices in the watershed. The area shall be kept free of trash, oily rags, empty containers etc. All extraneous or partially full containers of petroleum products or other chemicals shall be removed from the watershed at the end of each day.
14. Sanitary facilities provided by the City and rubbish containers provided by the Purchaser shall be located at all work sites and all locations where workers gather prior to start of work or shift changes. Sanitary facilities shall be maintained by the City in a clean and sanitary condition and shall be serviced regularly to prevent spillage or undue odors. All personnel shall be required to exclusively use the sanitary facilities. Notice shall be given that offenders will be dismissed and shall not be rehired for work on this Contract. Rubbish containers will have watertight lids, will be lined with plastic and will not be permitted to overflow. Whenever possible, sanitary facilities and rubbish containers shall be located, so that should a spill occur, it will drain away from the Reservoir.
15. Stockpiles of construction materials such as explosives and other potential pollutants shall be stored and protected from the effects of weather and surface runoff.

B. Earthwork.

1. The Purchaser shall exercise judgment and skill in carrying out all earthwork-related activities due to the turbidity threat they pose to water quality. All work shall be within accepted standards of good practice for environmentally sensitive locations and as specified.
2. Constructed slopes whether temporary or permanent shall be constructed as shown on the Road Plan and/or as dictated by safe practice.
3. The Purchaser shall conduct work activities under the premise that an intense precipitation event can occur at any time and preventive measures should be taken to protect against erosion. Temporary erosion control shall be installed prior to start of earthwork activities.
4. Drainage shall be arranged to avoid concentration of runoff. Preference shall be given to longer, less direct drainage paths to existing waterways utilizing overland flow through undisturbed areas.

C. Emergency Response.

1. Any condition causing or threatening to cause chemicals, petroleum products or large amount of turbid water to enter the Reservoir or natural streams, or an accident such as a vehicle entering the Reservoir will be considered an emergency condition and actions to stop or remove the violating conditions shall be taken immediately.

Purchaser shall contact City's Contract Administrator or Water Filtration Plant Personnel immediately. Purchaser shall have a list of emergency phone numbers readily available at all times. This list shall be coordinated with the City to ensure the inclusion of City required emergency phone numbers.

2. The Purchaser shall provide the City's Contract Administrator with a list of personnel, their addresses and telephone numbers who can be contacted if a spill occurs during the Purchaser's absence.
3. The Purchaser shall immediately notify the City's Contract Administrator or City of Everett Filtration Plant at 425-257-8200 if an emergency condition occurs and maintain contact until the matter is corrected. Containment and clean-up measures are subject to review and approval by the City's Contract Administrator.
4. Purchaser shall provide and maintain at each active worksite an Emergency Oil spill kit with enough capacity to effectively control a container or equipment leak and to contain & recover a hazardous materials spill equal to the largest single on-site storage container volume. The Spill Kit shall be kept in a clearly labeled, waterproof container and include (but not limited to) the following items in appropriate quantities:
 - Shovel
 - Screened pitchfork
 - Flashlight including batteries
 - 5-gallon containers with lids
 - Oil absorbent pads/oil absorbent pellets
 - 30 gallon Plastic garbage bags

S-10 Fire Hazardous Conditions

Purchaser acknowledges that operations under this Contract may increase the risk of fire. Purchaser shall conduct all operations with the use of the highest degree of care to prevent uncontrolled fires from starting.

In the event of an uncontrolled fire, Purchaser agrees to provide equipment and personnel working at the site to safely and effectively engage in first response fire suppression activity.

Purchaser's failure to effectively engage in fire-safe operations is considered a breach and may result in suspension of operations

S-50 Cessation of Operations for Low Humidity

During the "closed season", as determined by Washington State Department of Natural Resources, when the humidity is thirty percent (30%) or lower on the sale area, all operations must cease.

S-60 Pump Truck or Pump Trailer

Purchaser shall provide a fully functional pump truck and/or pump trailer equipped to meet the specifications of WAC 332-24-005 and WAC 332-24-405 during the "closed season" or as extended by the City and shall provide trained personnel to operate this equipment on the sale area during all operating periods.

S-80 Watchman

During the "closed season" or as extended by the City, on days when the class of day is 3L or above, Purchaser shall provide a watchman for an additional one hour more than required by WAC 332-24-005 and WAC 332-24-405. Watchman shall be capable of operating fire equipment and taking effective action upon any fire on the operation.

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

Purchaser is responsible for understanding and complying with all applicable local, state, and federal hazardous material/waste laws and regulations for operations conducted under this Contract. Such regulations pertain to, but may not be limited to, hazardous material storage, handling and transport, personnel protection, release notification and emergency response, cleanup and waste disposal. Purchaser shall be responsible for restoring the site in the event of a spill.

b. Hazardous Materials Spill Prevention

All operations shall be conducted in a manner that avoids the release of hazardous materials, including petroleum products, into the environment (water, air or land).

c. Hazardous Materials Spill Containment, Control and Cleanup

If safe to do so, Purchaser shall take immediate action to contain and control all hazardous material spills. Purchaser shall ensure that enough quick response spill kits capable of absorbing 4 to 6 gallons of oil, coolant, solvent or contaminated water are available on site to quickly address potential spills from any piece of equipment at all times throughout active operations. If large quantities of bulk fuel/other hazardous materials are stored on site, Purchaser must be able to effectively control a container leak and contain & recover a hazmat spill equal to the largest single on site storage container volume.

d. Hazardous Material Release Reporting

Releases of oil or hazardous materials to the environment must be reported according to the State Department of Ecology. It is the responsibility of the Purchaser to have all emergency contact information readily available and a means of remote communication for purposes of quick notification. In the event of a spill, the Purchaser is responsible for notifying the following:

Appropriate Department of Ecology regional office (contact information below).

City Contract Administrator, Mike Olson - 360-631-7606 ext. 6 or City of Everett Filtration Plant 24 hours a day at 425-527-8200.

DOE - Northwest Region:

1-425-649-7000

(Island, King, Kitsap, San Juan, Skagit, Snohomish, and Whatcom counties)

S-131 Refuse Disposal

All Purchaser generated refuse, including petroleum products, shall be removed from City Property in accordance with the City's Water Quality Protection Specifications Dated 6/1/2011. All material must be removed prior to termination of this Contract. No refuse shall be burned, buried or abandoned on state forest lands. All refuse shall be transported in a safe manner and all loads or loose materials shall be covered/secured such that these waste materials are properly contained during transport.

SECTION D: DAMAGES

D-10 Liquidated Damages

This clauses in the DAMAGES section of this Contract provides for payments by Purchaser to the City for certain breach of the terms of this Contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the City caused by Purchaser's breach due to the difficulty of proving loss and the inconvenience or non-feasibility of obtaining an adequate remedy. They also recognize Purchaser's need for more certainty in assessing its responsibilities under this Contract.

D-21 Failure to Remove Forest Products

Purchaser's failure to remove all or part of the Forest Products sold in this Contract prior to the expiration of the Contract term results in substantial injury to the City. The value of the Forest Products sold at the time of breach is not readily ascertainable. Purchaser's failure to perform disrupts the City's management plans, the actual cost of which is difficult to assess.

A resale involves additional time and expense and is not an adequate remedy. Therefore, Purchaser agrees to pay the City as liquidated damages a sum calculated using the following formula:

$$LD = (0.35 \times V) - ID - P + C + A$$

Where:

LD = Liquidated Damage Value

V = The unremoved value at the date of breach of Contract. This value is the Total Estimated Value of Sale, less the total removed tonnage(s) to date multiplied by the Contract payment rates.

ID = Initial Deposit paid at date of Contract that has not been applied to timber payments

P = Advance payments received but not yet applied to specific Contract requirements.

C = Charges assessed for Contract requirements completed prior to breach of Contract but not paid for

A = Administrative fee of Two Thousand Five Hundred Dollars (\$2,500.00)

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-11 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of breach until final payment, calculated using the following formula:

$$\text{Interest } (I) = r \times LD \times N$$

Where:

LD = Liquidated Damage Value

I = Interest

r = One percent (1%) per month

N = Number of calendar days from date of breach to time of payment

D-30 Inadequate Log Accountability

Removal of forest products from the sale area without adequate branding and/or valid load tickets attached to the load and scaling forest products in a location other than the facility approved by the City can result in substantial injury to the City. Failure to properly account

for loads and scaling and/or weighing information can result in loss to the City. The potential loss from not having proper branding, ticketing, scaling and/or weighing location and accountability is not readily ascertainable. Purchaser's failure to perform results in a loss of log weight and scale accountability, increases the potential for unauthorized removal of forest products, and increases the City's administration costs, the actual costs of which are difficult to assess.

Enforcement actions for unauthorized removal of forest products for each improperly branded load, improperly ticketed load, lost or unaccounted for tickets, or use of a facility not authorized for this sale or improper submission of scaling data are impractical, expensive, time consuming and are not an adequate remedy. Therefore, Purchaser agrees to pay the City, as liquidated damages, a sum of \$100 each time a load of logs does not have branding as required in the Contract, \$250 each time a load of logs does not have a load ticket as required by the Contract, \$250 each time a load ticket has not been filled out as required by the plan of operations, \$250 each time a load is weighed or scaled at a location not approved as required under this Contract, \$250 each time a log ticket summary report is not submitted properly, and if a third party Log and Load Reporting Service is required, \$250 each time scaling or weight data is not properly submitted to the Log and Load Reporting Service per clause L-071, and \$250 each unused ticket that is not returned to the City, for any reason.

D-40 Leave Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-012, Leave Tree Damage Definition, the trees damaged result in substantial injury to the City. The value of the damaged leave trees at the time of the breach is not readily ascertainable. Therefore, Purchaser agrees to pay the City as liquidated damages at the rate of \$250.00 per tree for all damaged trees in the sale area.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have entered into this Contract.

CITY OF EVERETT

PURCHASER

Cassie Franklin, Mayor

Name:

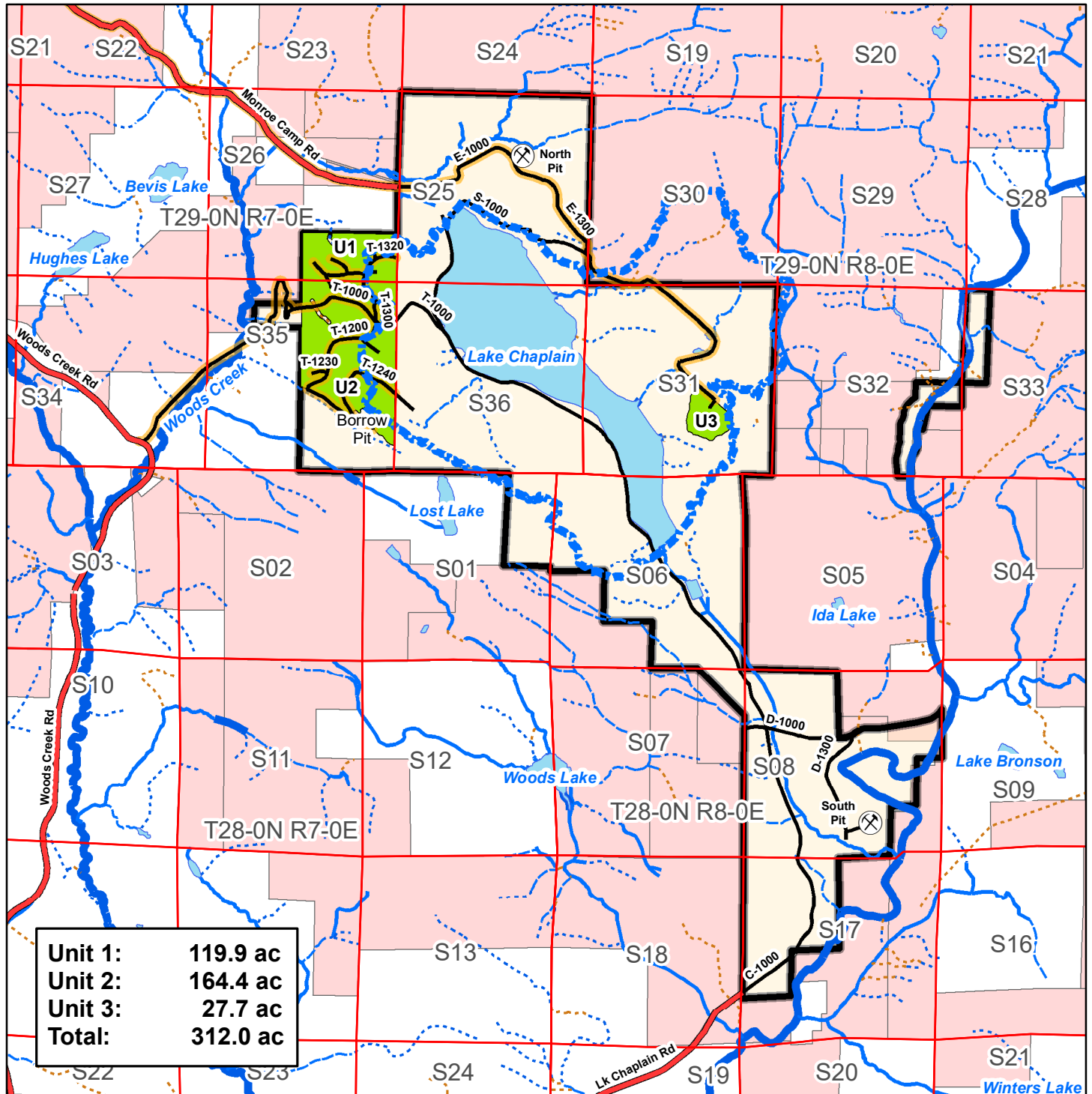
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ATTEST:

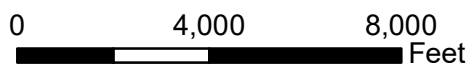
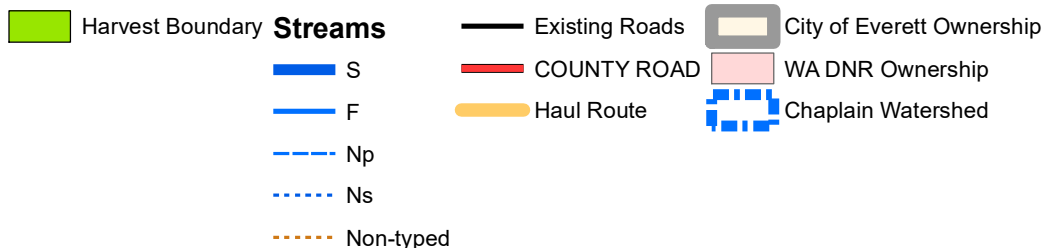
Office of the City Clerk

EXHIBIT A
TIMBER SALE MAPS

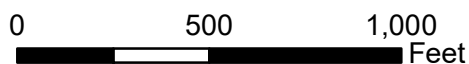
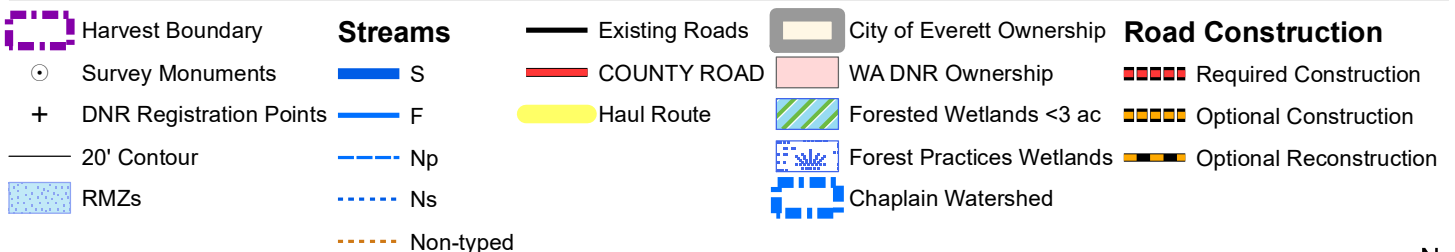
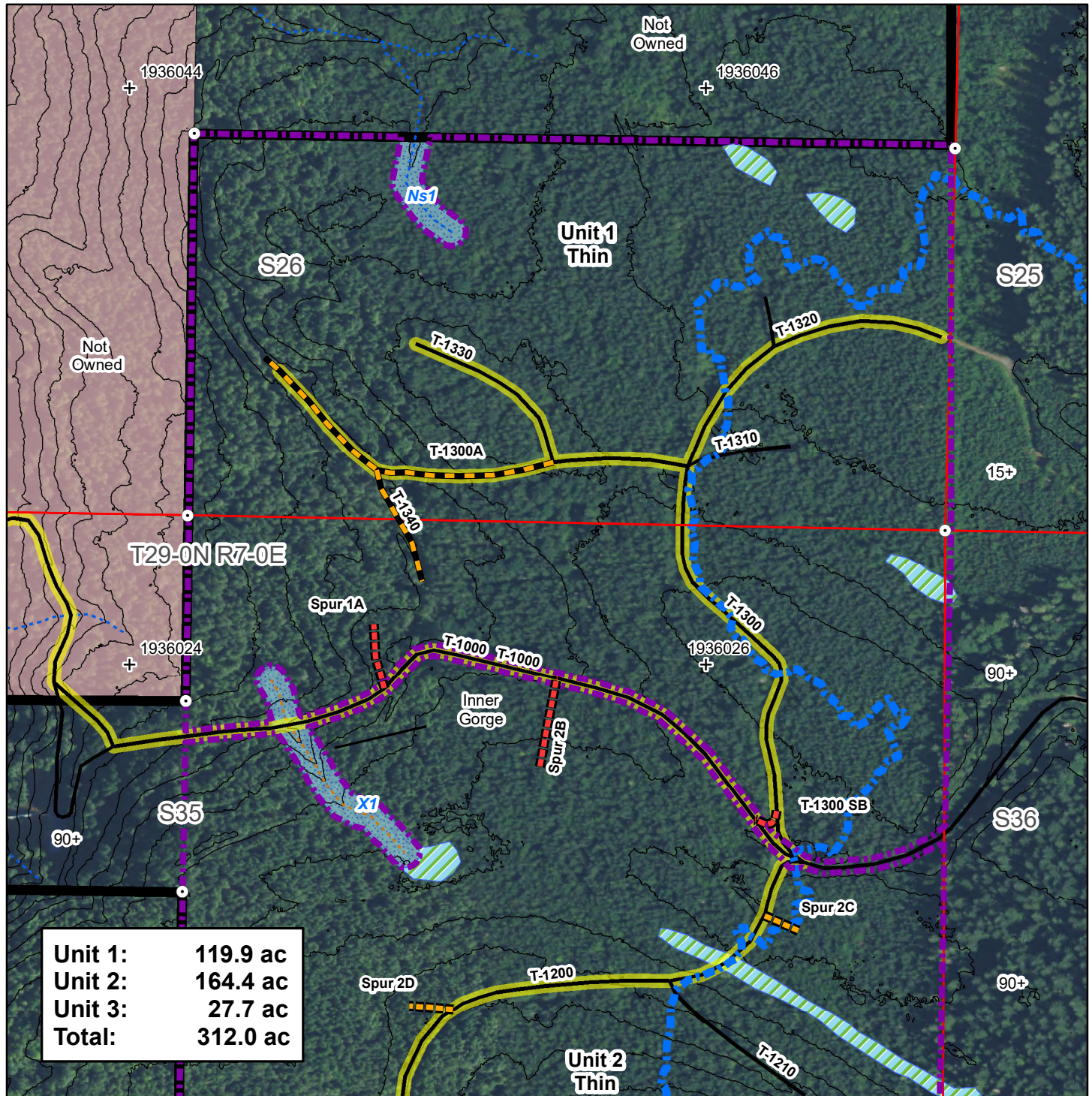
Timber Sale Overview Map



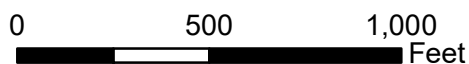
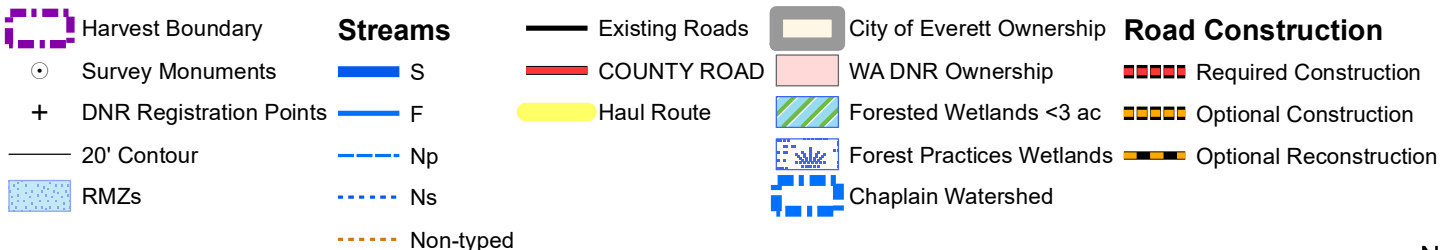
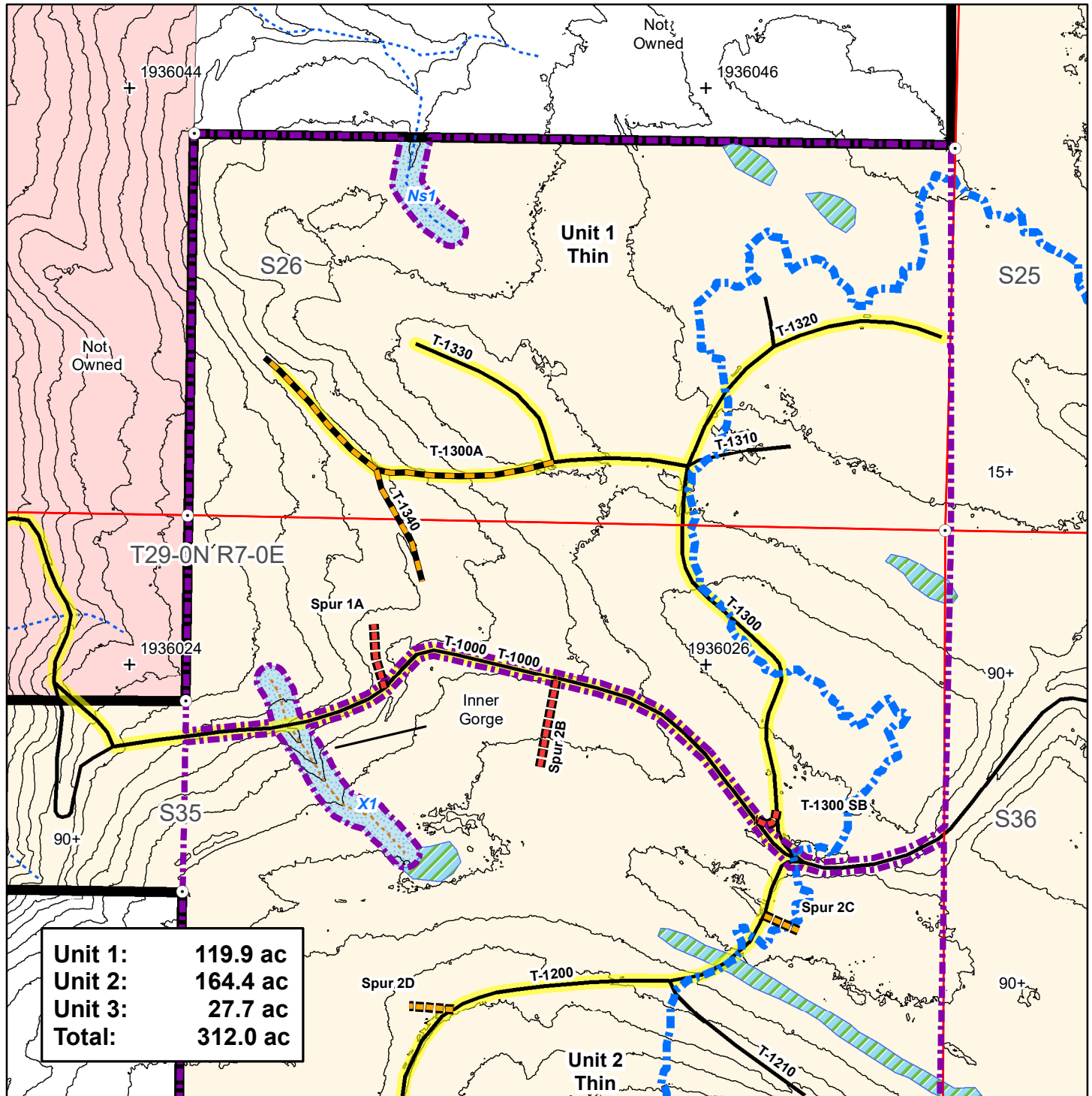
Unit 1: 119.9 ac
Unit 2: 164.4 ac
Unit 3: 27.7 ac
Total: 312.0 ac



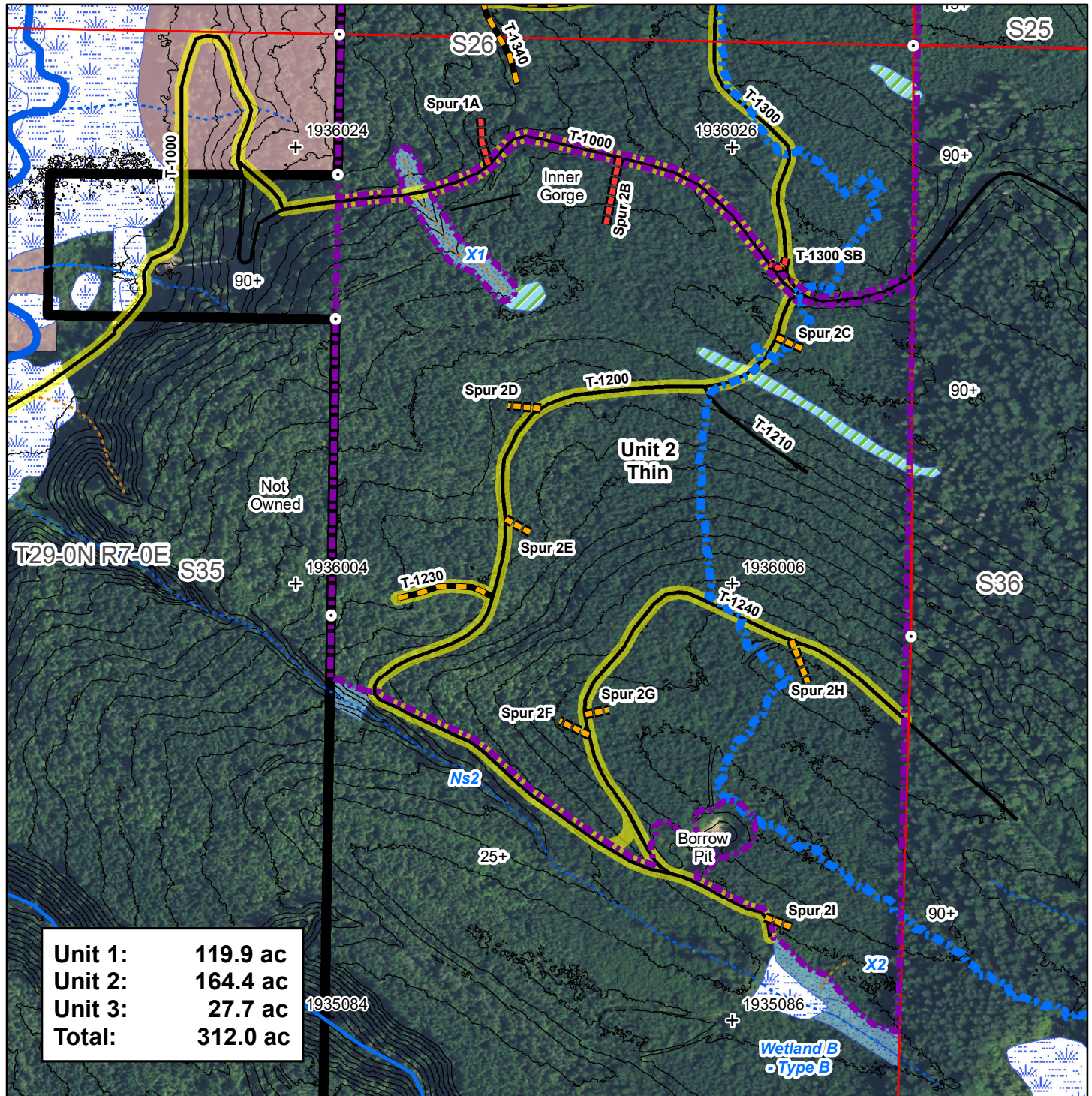
Timber Sale Map



Timber Sale Map



Timber Sale Map



Unit 1:	119.9 ac
Unit 2:	164.4 ac
Unit 3:	27.7 ac
Total:	312.0 ac

- | | | | | |
|-------------------------|----------------|----------------|---------------------------|--------------------------|
| Harvest Boundary | Streams | Existing Roads | City of Everett Ownership | Road Construction |
| Survey Monuments | S | COUNTY ROAD | WA DNR Ownership | Required Construction |
| DNR Registration Points | F | Haul Route | Forested Wetlands <3 ac | Optional Construction |
| 20' Contour | Np | | Forest Practices Wetlands | Optional Reconstruction |
| RMZs | Ns | | Chaplain Watershed | |
| | Non-typed | | | |

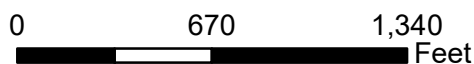
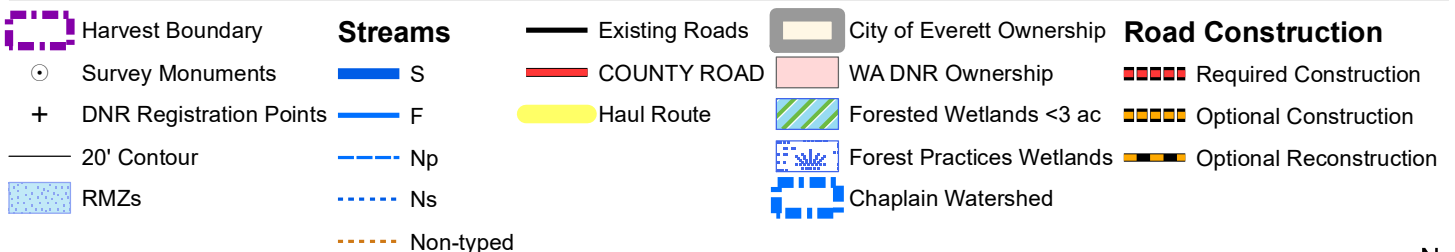
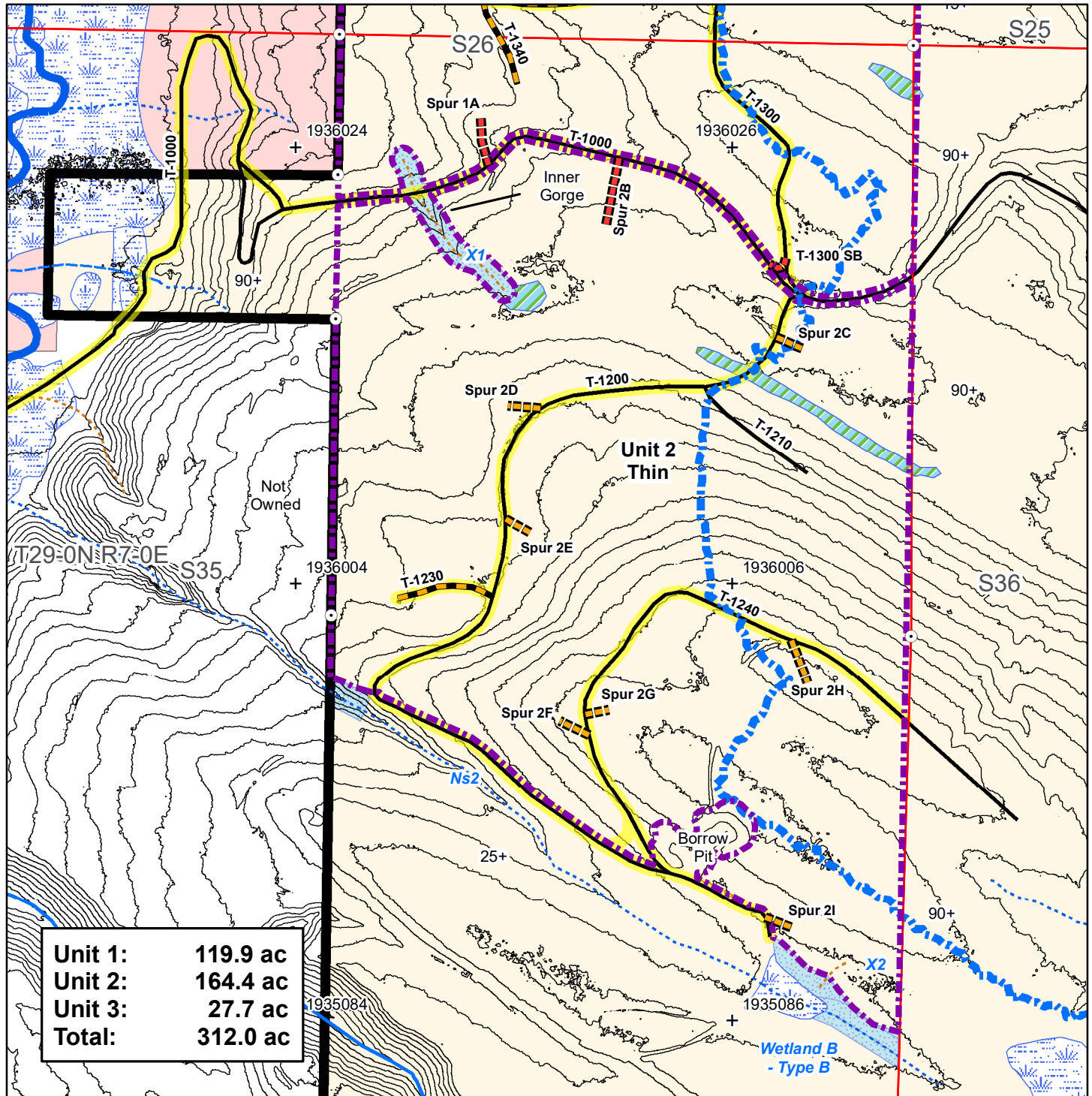
0 670 1,340
Feet

Roots Forestry Consulting 2024

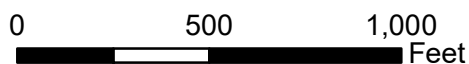
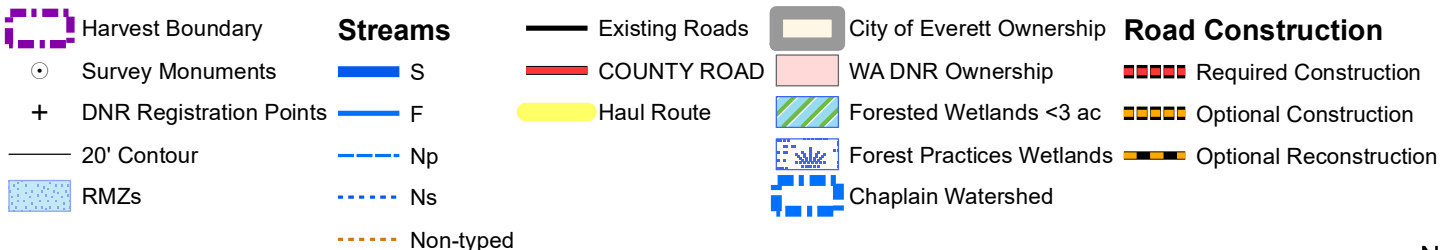
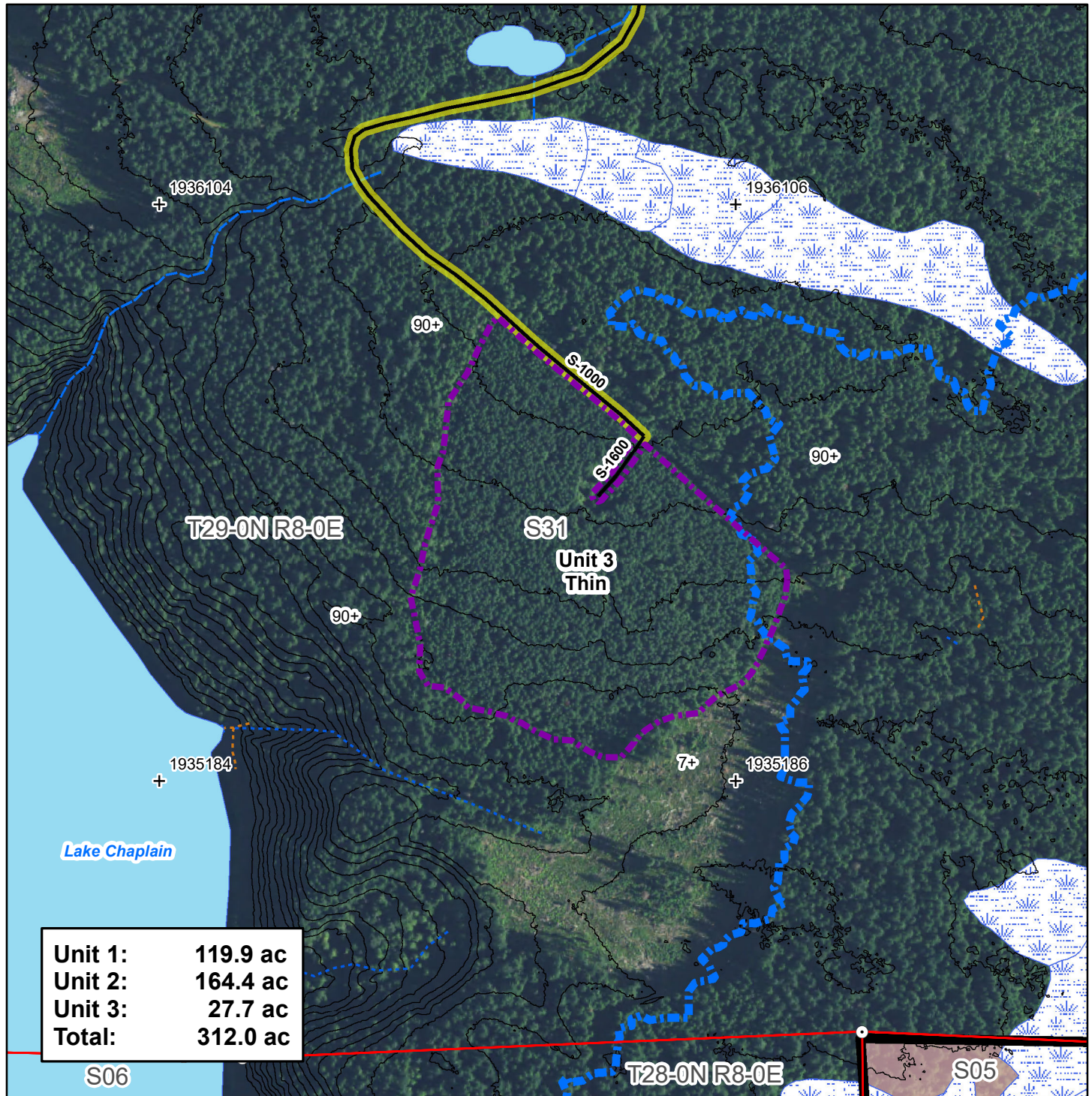
1 in = 660 ft



Timber Sale Map



Timber Sale Map



Timber Sale Map

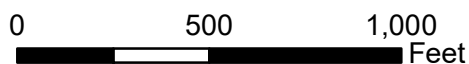
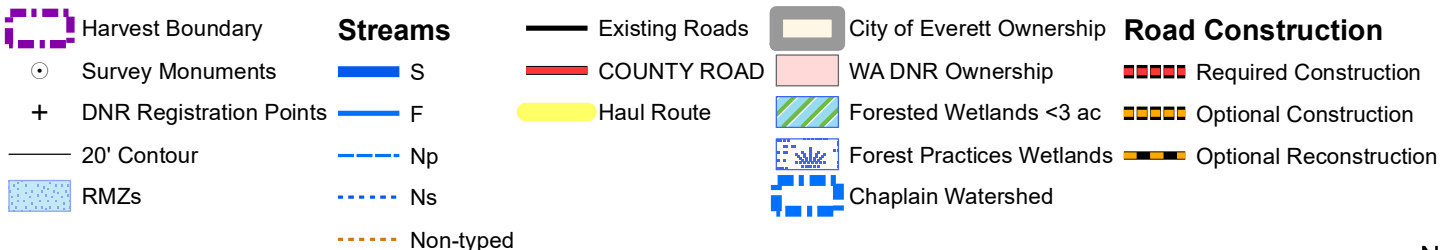
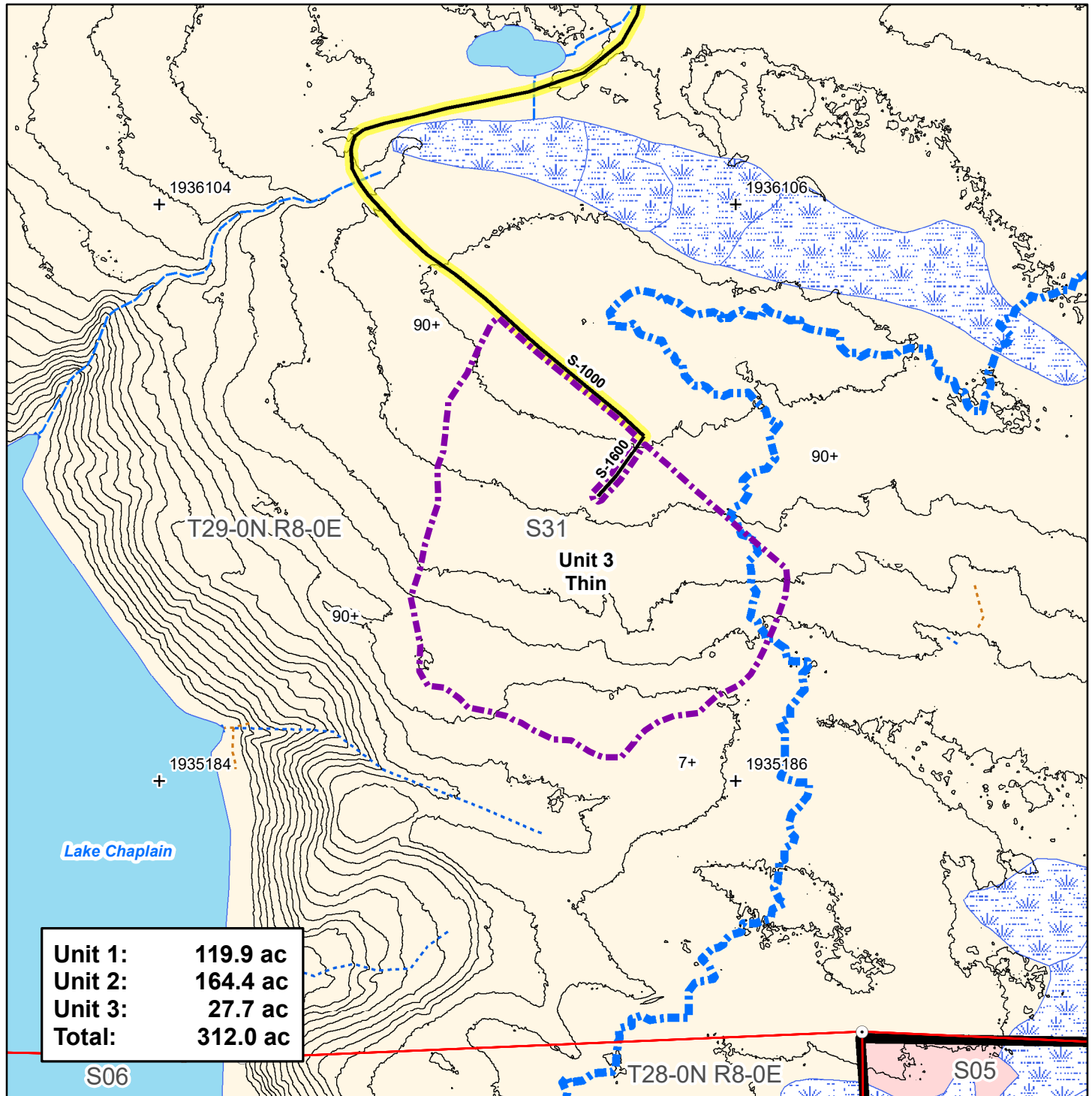


EXHIBIT B THINNING PRESCRIPTION-

Thinning Prescription: **Unit 1 (Stand X-01; Smallwood Thin),
Unit 2 (Stand X-02; Smallwood Thin),
Unit 3 (Stand Chaplain 3; Smallwood Thin)**

- Purchaser shall leave a residual stand that will achieve the following evenly distributed across each unit:

Average spacing of 16 feet x 16 feet (~170 residual trees per acre)

To accomplish this prescription, fallers shall harvest trees starting with smallest diameter trees working up to the larger trees (thin from below), with no trees over 14 inches DBH to be cut. The following take tree preference shall be followed to achieve the desired residual stand spacing:

- 1) All hardwood species
- 2) Western Hemlock
- 3) Defective or diseased Douglas-fir
- 4) Smallest diameter Douglas-fir

- Examples of defect are trees with broken tops and little canopy, well developed spike knots, and highly sinuous forms which should be prioritized for take.
- Where the prescription would leave an opening greater than 30 feet in diameter, the Purchaser must leave a conifer take tree from the largest diameter, largest crown class that has the best form and is undamaged.
- **Western redcedar is not to be cut** without prior approval of the Contract Administrator (CA). Only trees necessary to facilitate harvest operations, such as corridors and skid trails, or those which pose safety hazards shall be considered for approval.
- No trees over **14 inches DBH** shall be cut without prior approval of the Contract Administrator (CA). Only trees necessary to facilitate harvest operations, such as corridors and skid trails, or those which pose safety hazards shall be considered for approval.

EXHIBIT C
ROAD PLAN

Russula Commercial Thin

Road Plan

April 5, 2024

ROAD CLAUSES

SECTION 0 - SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE: Clauses in this road plan apply to all road-related work, including landings and rock source development, unless otherwise noted, permitted through **FPA# 2819244**. All requirements of these permits shall follow Forest Practice Rules.

0-2 REQUIRED ROADS: The specified work on the following roads is required.

ROAD	STATIONS	ACTION
Spur 1A	2+05	CONSTRUCT
Spur 2B	2+85	CONSTRUCT
T-1300 Switchback	1+50	CONSTRUCT
T-1300A	11+80	CONSTRUCT
E-1000	32+58	MAINTENANCE
E-1300	41+89	MAINTENANCE
S-1000	75+08	MAINTENANCE
S-1600	2+80	MAINTENANCE
T-1000	99+16	MAINTENANCE
T-1200	53+06	MAINTENANCE
T-1210	5+55	MAINTENANCE
T-1240	27+90	MAINTENANCE
T-1300	20+30	MAINTENANCE
T-1310	4+00	MAINTENANCE
T-1320	11+25	MAINTENANCE
T-1321	1+95	MAINTENANCE
T-1330	6+70	MAINTENANCE

0-3 OPTIONAL ROADS: The specified work on the following roads is not required. Any optional roads built by the Purchaser must meet all the specifications in the road plan.

ROAD	STATIONS	ACTION
Spur 2C	1+30	CONSTRUCT
Spur 2D	1+30	CONSTRUCT
Spur 2E	1+40	CONSTRUCT
Spur 2F	1+30	CONSTRUCT
Spur 2G	1+20	CONSTRUCT
Spur 2H	2+20	CONSTRUCT
Spur 2I	1+55	CONSTRUCT
T-1230	4+55	CONSTRUCT

T-1340	4+50	CONSTRUCT
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- 0-4 CONSTRUCTION: Construction includes, but is not limited to clearing, grubbing, excavation and embankment to sub-grade, full bench end-haul, landing and turnout construction, culvert installation, culvert removal, geotextile installation, drill and shoot, application of 3-inch-minus ballast rock or gravel ballast.

SECTION 1 - GENERAL CLAUSES

- 1-1 ROAD PLAN CHANGES: If the Purchaser desires a change from this road plan including, but not limited to relocation, extension, change in design, or adding roads; a revised road plan shall be submitted, in writing, to the Contract Administrator for consideration. The City must approve the submitted plans before road work begins.
- 1-2 UNFORESEEN CONDITIONS: Quantities established in this road plan are minimum acceptable values. Additional quantities required by the City due to unforeseen conditions or Purchaser's choice of construction season or techniques shall be at the Purchaser's expense. Unforeseen conditions include, but are not limited to, solid subsurface rock, subsurface springs, saturated ground, and unstable soils.
- 1-3 ROAD DIMENSIONS: Unless controlled by construction stakes, road work shall be performed in accordance with the dimensions shown on the TYPICAL SECTION SHEET and the specifications within this road plan.
- 1-4 ROAD TOLERANCES: Road work shall be performed within the tolerance listed below. The tolerance class for each road is listed on the TYPICAL SECTION SHEET.

Tolerance Class	ft.
Road and Subgrade Width (feet)	+1.5
Subgrade Elevation (feet +)	0.25
Centerline alignment (feet lt./rt.)	1.0

- 1-6 ORDER OF PRECEDENCE: Any conflict or inconsistency in the road plan shall be resolved by giving the documents precedence in the following order:
1. Permit conditioning.
 2. Designs or Plans. On designs and plans, figured dimensions shall take precedence over scaled dimensions.
 3. Road Plan Clauses.
 4. Typical Section Sheet.

In case of any ambiguity or dispute over interpreting the road plan, the Contract Administrator's or designee's decision will be final.

- 1-21 HAUL APPROVAL: Purchaser shall not use roads under this Road Plan for hauling, other than timber cut on the right-of-way, without written approval from the Contract administrator.
- 1-25 ACTIVITY TIMING RESTRICTION: The specified activities are not permitted during the listed closure period(s) unless authorized in writing by the Contract Administrator.

ROAD	STATIONS	ACTIVITY	CLOSURE PERIOD
	ALL	Rock hauling, construction, or abandonment	November 1 to March 30

- 1-26 OPERATING DURING CLOSURE PERIOD: If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION the Purchaser shall provide a maintenance plan to include further protection of City resources. The Contract Administrator must approve the maintenance plan in writing, and preventative measures shall be put in place, before operation in the closure period. The Purchaser shall be required to maintain all haul roads at their own expense including those listed in Contract Clause C-60 DESIGNATED ROAD MAINTAINER. If other operators are using, or desire to use these designated maintainer roads, a joint operating plan shall be developed. All parties shall follow this plan.
- 1-29 SEDIMENT RESTRICTION: Silt-bearing runoff shall not be permitted to go into streams.
- 1-33 SNOW PLOWING RESTRICTION: Snowplowing shall be permitted only after the execution of a SNOW PLOWING AGREEMENT, which is available from the Contact Administrator upon request.

SECTION 2 - MAINTENANCE

- 2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE: Purchaser shall perform maintenance on roads listed in Contract Clause C-50 PURCHASER ROAD MAINTENANCE AND REPAIR in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.
- 2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER: Purchaser may be required to perform maintenance on roads listed in Contract Clause C-60 DESIGNATED ROAD MAINTAINER as directed by the Contract Administrator. Maintenance work shall be in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.
- 2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS: Purchaser shall clean the ditchlines, culvert headwalls, and catch basins. Work shall be completed before application of rock and shall be done in accordance with the TYPICAL SECTION.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

- 3-5 CLEARING: Fell all vegetative material larger than 2 inches DBH or over 5 feet high between the marked right-of-way boundaries or if not marked in the field, between the clearing limits specified on the TYPICAL SECTION SHEET. Clearing shall be completed before starting excavation and embankment.
- 3-10 GRUBBING: Remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. Those stumps outside the grubbing limits but with undercut roots shall also be removed. Grubbing shall be completed before starting excavation and embankment.
- 3-20 ORGANIC DEBRIS DEFINITION: Organic debris is defined as all vegetative material not eligible for removal by Contract Clause G-10 PRODUCTS SOLD AND SALE AREA that is larger than one cubic foot in volume within the clearing limits as shown on the TYPICAL SECTION SHEET.
- 3-21 DISPOSAL COMPLETION: All disposal of organic debris shall be completed before the application of rock.
- 3-23 PROHIBITED DISPOSAL AREAS: Organic debris shall not be deposited in the following areas:
- Within 30 feet of a cross drain culvert.
 - Within 30 feet of a live stream, or wetland.
 - On embankments.

- On slopes greater than 40%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush will fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED: Organic debris shall not be buried unless otherwise stated in this plan.

3-25 SCATTERING ORGANIC DEBRIS: Organic debris shall be scattered outside of the clearing limits in natural openings unless otherwise detailed in this road plan.

SECTION 4 - EXCAVATION

4-2 PIONEERING: Pioneering shall not extend past construction that will be completed during the current construction season. Pioneering shall not extend more than 500 feet beyond completed construction unless approved in writing by the Contract Administrator. In addition, the following actions shall be taken as pioneering progresses:

- Drainage shall be provided on all uncompleted construction.
- Road pioneering operations shall not undercut the final cut slope or restrict drainage.
- Culverts at live stream crossings shall be installed during pioneering operations prior to embankment.

4-3 ROAD GRADE AND ALIGNMENT STANDARDS: The following road grade and alignment standards shall be followed:

- Grade and alignment shall have smooth continuity, without abrupt changes in direction.
- Maximum grade shall not exceed 18 percent favorable and 15 percent adverse.
- Minimum curve radius is 50 feet at centerline.
- Sag vertical curves shall not have a grade change greater than 5% in 100 feet.
- Crest vertical curves shall not have a grade change greater than 4% in 100 feet.

4-5 CUT SLOPE RATIO: Excavation slopes shall be constructed no steeper than shown on the following table:

Material Type	Excavation Slope Ratio	Excavation Slope Percent
Common Earth (on side slopes to 55%)	1:1	100%
Fractured or Loose Rock	½:1	200%
Hardpan or Solid Rock	¼:1	400%

4-6 EMBANKMENT SLOPE RATIO: Unless construction staked or designed embankment slopes shall be constructed no steeper than shown on the following table:

Material Type	Embankment Slope Ratio	Embankment Slope Percent
Sandy Soils	2:1	50%
Common Earth and Rounded Gravel	1½:1	67%
Angular Rock	1¼:1	80%

- 4-7 SHAPING CUT AND FILL SLOPE: Excavation and embankment slopes shall be constructed to a uniform line and left rough for easier revegetation.
- 4-8 CURVE WIDENING: The minimum widening placed on the inside of curves is:
- 6 feet for curves of 50 to 79 feet radius.
 - 4 feet for curves of 80 to 100 feet radius.
- 4-9 EMBANKMENT WIDENING: The minimum embankment widening is:
- 2 feet for embankment heights at centerline of 2 to 6 feet.
 - 4 feet for embankment heights at centerline of greater than 6 feet.
- Embankment widening shall be applied equally to both sides of the road to achieve the required width.
- 4-12 FULL BENCH CONSTRUCTION: Where side slopes exceed 50% full bench construction shall be utilized for the entire subgrade width except as construction staked or designed.
- 4-21 TURNOUTS: Turnouts shall be intervisible with maximum of 1,000 feet between turnouts unless shown otherwise on drawings. Locations shall be adjusted to fit the final subgrade alignment and sight distances. Turnout locations shall be subject to written approval by the Contract Administrator. Minimum dimensions are shown on the TYPICAL SECTION SHEET.
- 4-25 DITCH CONSTRUCTION AND RECONSTRUCTION: The Purchaser shall construct ditches into the subgrade as specified on the TYPICAL SECTION SHEET. Excavated slopes shall be consistent with Clause 4-5 CUT SLOPE RATIO. Ditches shall be constructed concurrently with construction of the subgrade.
- 4-28 DITCH DRAINAGE: Ditches shall drain to cross-drain culverts and ditchouts.
- 4-35 WASTE MATERIAL DEFINITION: Waste material is defined as all dirt, rock, mud, or related material that is extraneous or unsuitable for construction material. Waste material, as used in Section 4 EXCAVATION, is not organic debris.
- 4-36 DISPOSAL OF WASTE MATERIAL: Waste material may be sidecast on side slopes up to 50% if the waste material is compacted and free of organic debris. On side slopes greater than 50%, all excavation shall be end hauled or pushed to designated embankment sites and waste areas. All end haul material shall be placed in a specific location in the South Pit specified by the Contract Administrator.
- 4-38 PROHIBITED WASTE DISPOSAL AREAS: Waste material shall not be deposited in the following areas, except as otherwise specified in this plan:
- Within 30 feet of a cross drain culvert.
 - Within 30 feet of a live stream or wetland.
 - In locations that interfere with the construction of the road prism.
 - In locations that impede drainage.
 - Against standing timber.
 - Outside the clearing limits.
- 4-55 ROAD SHAPING: The road subgrade and surface shall be shaped as shown on the TYPICAL SECTION SHEET. The subgrade and surface shape shall ensure runoff in an even, un-concentrated manner, and shall be uniform, firm, and rut-free.

- 4-60 FILL COMPACTION: All embankment and waste material shall be compacted by routing equipment over the entire width of each lift.
- 4-61 SUBGRADE COMPACTION: Constructed subgrades shall be compacted by routing equipment over the entire width.

SECTION 5 - DRAINAGE

- 5-5 CULVERTS: Culverts shall be installed as part of this contract. Culverts shall be installed concurrently with subgrade work and shall be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the MATERIALS LIST. Culvert, downspout, and flume lengths shall be adjusted to fit as-built conditions and shall not terminate directly on unprotected soil. Culverts shall be new and meet the material specifications in Clauses 10-15 through 10-23.
- 5-11 UNUSED MATERIALS CITY PROPERTY: On required roads, any materials listed on the MATERIALS LIST that are not installed shall become the property of the City. Purchaser shall stockpile materials as directed by the Contract Administrator.
- 5-15 CULVERT INSTALLATION: Installation shall be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures."
- 5-16 APPROVAL FOR LARGER CULVERT INSTALLATION: Installation of culverts 36 inches in diameter and over shall be subject to written approval by the Contract Administrator before making backfill.
- 5-17 CROSS DRAIN SKEW AND SLOPE: Cross drains, on road grades in excess of 3%, shall be skewed at least 30 degrees from perpendicular to the road centerline, except where the cross drain is at the low point in the road, culverts shall not be skewed. Cross drain culverts shall be installed at a slope steeper than the incoming ditch grade, but not less than 3% or more than 10%.
- 5-25 CATCH BASINS: Catch basins shall be constructed to resist erosion in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 2 feet wide and 4 feet long with backslopes consistent with Clause 4-5 CUT SLOPE RATIO.
- 5-26 HEADWALLS FOR CROSS DRAIN CULVERTS: Headwalls shall be constructed in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts. Rock used for headwalls shall weigh at least 50 pounds. Rock shall be placed on shoulders, slopes, and around culvert inlets and outlets. Rock shall not restrict the flow of water into culvert inlets or catch basins. No placement by end dumping or dropping of rock shall be allowed.

SECTION 6 – ROCK AND SURFACING

- 6-2 ROCK SOURCE ON CITY LAND: Rock used in accordance with the quantities on the TYPICAL SECTION and MATERIALS LIST may be obtained from the following source(s) on City land at no charge to the Purchaser. Use of material from any other source must have prior written approval from the Contract Administrator. If other operators are using, or desire to use the rock source(s), a joint operating plan shall be developed. All parties shall follow this plan.

Source	Location
North Pit	E-1300 Road, STA 2+40
South Pit	D-1360, STA 10+00

6-5 ROCK FROM COMMERCIAL SOURCE: Rock used in accordance with the quantities on the TYPICAL SECTION SHEET and MATERIALS LIST may be obtained from any commercial source at the Purchaser's expense. Rock sources will be subject to written approval by the Contract Administrator before their use.

6-11 ROCK SOURCE DEVELOPMENT PLAN BY PURCHASER: All rock source development and use shall be in accordance with a written ROCK SOURCE DEVELOPMENT PLAN to be prepared by the Purchaser. The plan is subject to written approval by the Contract Administrator before any rock source development or use. Upon completion of operations, the rock source shall be left in the condition specified in the ROCK SOURCE DEVELOPMENT PLAN, and approved in writing by the Contract Administrator.

Rock source development plans prepared by the Purchaser shall show the following information:

- Rock source location.
- Rock source overview showing access roads, development areas, stockpile locations, waste areas, and floor drainage.
- Rock source profiles showing development areas, bench locations including widths, and wall faces including heights.

6-23 ROCK GRADATION TYPES: Purchaser shall supply manufactured rock in accordance with the types and amounts listed in the TYPICAL SECTION SHEET and MATERIALS LIST. Rock shall meet the following specifications for gradation and uniform quality when placed in hauling vehicles or during manufacture and placement into a stockpile. The exact point of evaluation for conformance to specifications will be determined by the Contract Administrator.

6-34 3-INCH MINUS BALLAST ROCK: Ballast rock shall be 100% equal to, or smaller than, 3 inches in at least one dimension.

Rock shall contain no more than 5 percent organic debris, dirt, and trash. All percentages are by weight.

6-50 LIGHT LOOSE RIPRAP: Riprap shall consist of angular, hard, sound, and durable stone. It shall be free from segregation, seams, cracks, and other defects. Light loose riprap shall be free of rock fines, soil, organic debris or other extraneous material, and shall meet the following requirements:

<u>At Least/Not More Than</u>	<u>Weight Range</u>
20% / 90%	300 lbs. to 1 ton
80% / --	50 lbs. to ½ ton
10% / 20%	50 lbs. max

6-51 HEAVY LOOSE RIPRAP: Riprap shall consist of angular, hard, sound, and durable stone. It shall be free from segregation, seams, cracks, and other defects. Heavy loose riprap shall be free of rock fines, soil, organic debris or other extraneous material, and shall meet the following requirements:

<u>At Least/Not More Than</u>	<u>Weight Range</u>	<u>Size Range</u>
30% / 90%	1 ton to 3 ton	36"- 54"
70% / 90%	500 lbs. to 1 ½ ton	24"- 42"
10% / 30%	50 lbs. max	3"- 8"

- 6-55 **ROCK APPLICATION MEASURED BY COMPACTED DEPTH:** Measurement of specified rock depths, are defined as the compacted depth(s) using the compaction methods required in this road plan. Estimated quantities specified in the TYPICAL SECTION SHEET are loose yards. Purchaser shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements, and are not subject to reduction.
- 6-70 **APPROVAL BEFORE ROCK APPLICATION:** Subgrade drainage installation including culvert installation, ditch construction, ditch reconstruction, headwall construction, and headwall reconstruction, shall be completed and approved in writing by the Contract Administrator, before rock application.
- 6-71 **ROCK APPLICATION:** Rock shall be applied in accordance with the specifications and quantities shown on the TYPICAL SECTION SHEET. Rock shall be spread, shaped, and compacted full width concurrent with rock hauling operations. Road surfaces shall be compacted in accordance with the TYPICAL SECTION SHEET by routing equipment over the entire width.
- 6-73 **ROCK FOR WIDENED PORTIONS:** Turnarounds, turnouts, and areas with curve widening shall have rock applied to the same depth and specifications as the traveled way.

SECTION 7 STRUCTURES

- 7-50 N/A.

SECTION 8 EROSION CONTROL

- 8-15 **PUMP-AROUND:** Purchaser must pump live water around construction areas during all in-water activities related to removal of culverts.
- 8-16 **REVEGETATION:** Purchaser shall spread seed on all exposed soils within the grubbing limits resulting from road work activities. Covering of all exposed soils shall be accomplished by manual dispersal of grass seed. Other methods of covering must be approved in writing by the Contract Administrator.
- 8-17 **REVEGETATION TIMING:** The Purchaser shall perform revegetation during the first available opportunity after road work is completed. Soils shall not be allowed to sit exposed for longer than one month without receiving revegetation treatment unless otherwise approved in writing by the Contract Administrator.
- 8-18 **PROTECTION FOR SEED:** Purchaser shall provide a protective cover for seed if revegetation occurs between July 1 and March 31. The protective cover shall consist of, but not be limited to dispersed straw, jute matting, or clear plastic sheets as approved by the Contract Administrator. The protective cover requirement may be waived by the Contract Administrator, in writing, if the Purchaser is able to demonstrate a revegetation plan that will result in the establishment of a uniform dense crop (at least 50% coverage) of 3-inch tall grass by October 31.
- 8-19 **ASSURANCE FOR SEEDED AREA:** The Purchaser shall be responsible to ensure a uniform and dense crop (at least 50% coverage) of 3-inch tall grass. The Purchaser shall reapply the grass seed in areas that have failed to germinate or have been damaged through any cause, before approval from the Contract Administrator. The Purchaser shall restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the seed at no addition cost to the City.
- 8-25 **GRASS SEED:** Purchaser shall evenly spread the seed mixture listed below on all exposed soil inside the grubbing limits at a rate of 120 pounds per acre of exposed soil. Grass seed shall meet the following specifications:

1. Weed seed shall not exceed 0.5% by weight.

2. All seed species shall have a minimum 90% germination rate, unless otherwise specified.
3. Seed shall be certified free of noxious weeds.
4. Seed shall be furnished in standard containers that show the following information:
 - a. Common name of seed
 - b. Net weight
 - c. Percent of purity
 - d. Percentage of germination
 - e. Percentage of weed seed and inert material
5. Seed shall conform to the following mixture:

Kind and Variety of Seed in Mixture	% by Weight
Annual Ryegrass	50
Winter Triticale	50

SECTION 9 POST HAUL ROAD WORK

- 9-3 REMOVAL OF CULVERT MATERIAL FROM CITY LAND: Culvert material removed from roads becomes the property of the Purchaser and must be removed from City land.
- 9-10 LANDING DRAINAGE: Purchaser shall provide for drainage of the landing surface as approved, in writing, by the Contract Administrator.
- 9-12 LANDING EMBANKMENT REMOVAL: The Purchaser shall reduce or relocate landing embankment, in a manner approved, in writing, by the Contract Administrator. Excavated material shall be placed in a waste area designated by the Contract Administrator.
- 9-21 ROAD ABANDONMENT: The following road(s) shall be abandoned by the Purchaser before the termination of this contract.

ROAD	STATIONS
Spur 1A	0+00 to 2+05
Spur 2B	0+00 to 2+85
Spur 2C	0+00 to 1+30
Spur 2D	0+00 to 1+30
Spur 2E	0+00 to 1+40
Spur 2F	0+00 to 1+30
Spur 2G	0+00 to 1+20
Spur 2H	0+00 to 2+20
Spur 2I	0+00 to 1+55
S-1600	0+00 to 2+80
T-1210	0+00 to 5+55
T-1230	0+00 to 4+55
T-1300A	0+00 to 14+65
T-1310	0+00 to 4+00
T-1321	0+00 to 1+95
T-1340	0+00 to 4+90

9-22 ABANDONMENT:

- Remove all ditch relief culverts. The resulting slopes shall be 1:1 or flatter. The removed fill material shall be placed and compacted in a location that will not erode into any Typed waters or wetlands.
- Remove all culverts in natural drainages. The resulting slopes shall be 1:1 or flatter. Strive for matching the existing native stream bank gradient. The natural streambed width shall be re-established. The removed fill material shall be placed and compacted in a location that will not erode into any Typed waters or wetlands.
- Transport all removed culverts off site. All removed culverts shall become the property of the Purchaser.
- Construct non-drivable waterbars at natural drainage points and at a spacing that will produce a vertical drop of no more than 20 feet between waterbars and with a maximum horizontal spacing of 400 feet.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars shall be outsloped to provide positive drainage. Outlets shall be on stable locations.
- Inslope or outslope the road as appropriate.
- Remove bridges and other structures.
- Pull back unstable fill that has potential of failing and entering any Typed waters or wetlands. Removed material shall be placed and compacted in a stable location.
- Remove berms except as designed.
- Block the road by constructing an aggressive barrier of dense interlocked large woody debris (logs, stumps, root wads, etc.) so that four wheel highway vehicles cannot pass the point of abandonment. Typical barrier dimensions are 10 feet high by 20 feet deep, spanning the entire road prism from top of cutslope to toe of fillslope. Long term effectiveness is the primary objective. If necessary construct a vehicular turn-around near the point of abandonment.
- Apply grass seed to all exposed soils resulting from the abandonment work and in accordance with Section 8 EROSION CONTROL.

SECTION 10 MATERIALS

- 10-3 GEOTEXTILE FOR STABILIZATION: Geotextiles shall meet the following minimum requirements for strength and property qualities, and shall be designed by the manufacturer to be used for stabilization or reinforcement, and filtration. Material shall be free of defects, cuts, and tears.

	ASTM Test	Requirements
Type	--	Woven
Apparent opening size	D 4751	No. 40 max
Water permittivity	D 4491	0.10 sec-1
Grab tensile strength	D 4632	315 lb
Grab tensile elongation	D 4632	50%
Puncture strength	D 6241	620 lb
Tear strength	D 4533	112 lb
Ultraviolet stability	D 4355	50% retained after 500 hours of exposure

- 10-15 CORRUGATED STEEL CULVERT: Metallic coated steel culverts shall meet AASHTO M-36 (ASTM A-760) specifications. Culverts shall be galvanized (zinc coated meeting AASHTO M-218).
- 10-16 CORRUGATED ALUMINUM CULVERT: Aluminum culverts shall meet AASHTO M-196 (ASTM A-745) specifications.

- 10-17 CORRUGATED PLASTIC CULVERT: Polyethylene culverts shall meet AASHTO M-294 specifications, or ASTM F-2648 specifications for recycled polyethylene. Culverts shall be Type S – double walled with a corrugated exterior and smooth interior.
- 10-21 METAL BAND: Metal coupling and end bands shall meet the AASHTO specification designated for the culvert and shall have matching corrugations. On culverts 24 inches and smaller, bands shall have a minimum width of 12 inches. On culverts over 24 inches, bands shall have a minimum width of 24 inches.
- 10-22 PLASTIC BAND: Plastic coupling and end bands shall meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer shall be used.
- 10-23 GAUGE AND CORRUGATION: Unless otherwise stated in the engineer's design, metal culverts shall conform to the following specifications for gauge and corrugation as a function of diameter.

Diameter	Gauge	Corrugation
18"	16 (0.064")	2 ⅔" x ½"
24" to 48"	14 (0.079")	3 ⅔" x ½"
54" to 96"	14 (0.079")	3" x 1"

SECTION 11 SPECIAL NOTES

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

CUTS AND FILLS:

- Maintain slope lines to a stable gradient compatible with the construction materials. Remove slides from ditches and the roadway. Repair fill-failures, in accordance with Clause 4-6 EMBANKMENT SLOPE RATIO, with selected material or material approved by the Contract Administrator. Remove overhanging material from the top of cut slopes.
- Waste material from slides or other sources shall be placed and compacted in stable locations identified in the road plan or approved by the Contract Administrator, so that sediment will not deliver to any streams or wetlands.
- Slide material and debris shall not be mixed into the road surface materials, unless approved by the Contract Administrator.

SURFACE:

- Grade and shape the road surface, turnouts, and shoulders to the original shape on the TYPICAL SECTION SHEET. Inslope or outslope as directed to provide a smooth, rut-free traveled surface and maintain surface water runoff in an even, unconcentrated manner.
- Blading shall not undercut the backslope or cut into geotextile fabric on the road.
- If required by the Contract Administrator, water shall be applied as necessary to control dust and retain fine surface rock.
- Surface material shall not be bladed off the roadway. Replace surface material when lost or worn away, or as directed by the Contract Administrator.
- Remove shoulder berms, created by grading, to facilitate drainage, except as marked or directed by the Contract Administrator.
- For roads with geotextile fabric: spread surface aggregate to fill in soft spots and wheel ruts (barrel spread) to prevent damage to the geotextile fabric.

Russula Commercial Thin Timber Sale

DRAINAGE:

- Prevent silt bearing road surface and ditch runoff from delivering sediment to any streams or wetlands.
- Maintain rolling dips and drivable waterbars as needed to keep them functioning as intended.
- Maintain headwalls to the road shoulder level with material that will resist erosion.
- Maintain energy dissipators at culvert outlets with non-erodible material or rock.
- Keep ditches, culverts, and other drainage structures clear of obstructions and functioning as intended.
- Inspect and clean culverts at least monthly, with additional inspections during storms and periods of high runoff. This shall be done even during periods of inactivity.

PREVENTATIVE MAINTENANCE:

- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

TERMINATION OF USE OR END OF SEASON:

- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

DEBRIS:

- Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.

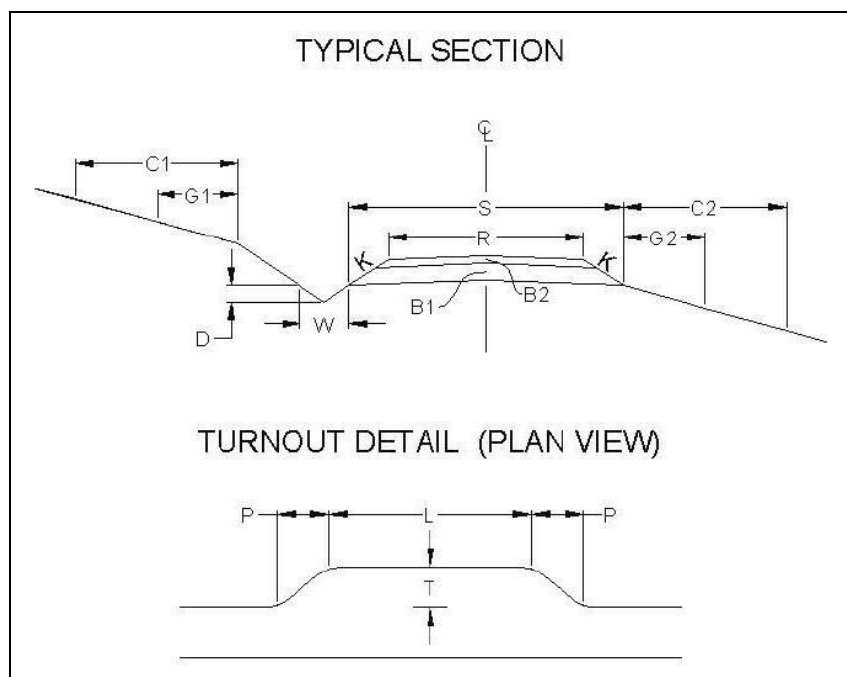
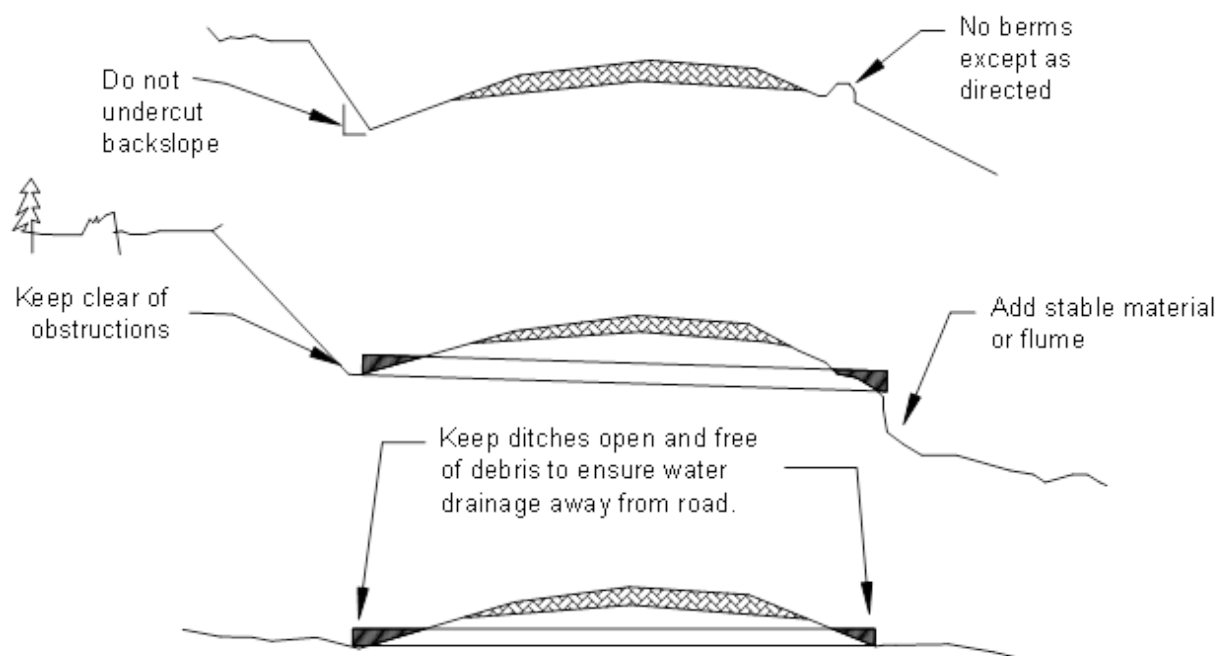
DESIGNATED HAUL ROUTES:

- Log haul shall occur according to the table below for each unit unless written permission is granted by the Contract Administrator:
 - Unit 1: T-1000 to Woods Creek Road
 - Unit 2: T-1000 to Woods Creek Road
 - Unit 3: E-1000 to Monroe Camp Road

DEBRIS:

- Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.

TYPICAL SECTION SHEET



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[illegible]

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ROAD #		T-1230	T-1300 Switchback	T-1300A	T-1340	E-1000	E-1300	S-1000	S-1600	T-1000	T-1200
REQUIRED / OPTIONAL		OPTIONAL	REQUIRED	REQUIRED	OPTIONAL	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED
CONSTRUCT / RECONSTRUCT		RECONSTR.	CONSTRUCT	RECONSTR.	RECONSTR.	MAINT.	MAINT.	MAINT.	MAINT.	MAINT.	MAINT.
TOLERANCE CLASS (A/B/C)		C	C	C	C	C	C	C	C	C	C
STATION TO STATION		0+00	0+00	0+00	0+00	0+00	0+00	0+00	0+00	0+00	0+00
		4+55	1+50	11+80	4+50	32+58	41+89	75+08	2+80	99+16	53+06
ROAD WIDTH	R	12	20	12	12				12		
CROWN (INCHES @ C/L)		3	3	3	3				3		
DITCH WIDTH	W	3	3	3	3				3		
DITCH DEPTH	D	1	1	1	1				1		
TURNOUT LENGTH	L	50	50	50	50				50		
TURNOUT WIDTH	T	10	10	10	10				10		
TURNOUT TAPER	P	25	25	25	25				25		
GRUBBING	G1	5	5	5	5				5		
	G2	5	5	5	5				5		
CLEARING	C1	10	10	10	10				10		
	C2	10	10	10	10				10		
ROCK FILL SLOPE	K:1	1½	1½	1½	1½				1 ½		
BALLAST DEPTH ¹	B1	3	12	3	3				3		
CUBIC YARDS / STATION		15	74	15	15				15		
TOTAL CUBIC YARDS BALLAST ²		68	111	177	68				42		
SURFACING DEPTH ¹	B2		3								
CUBIC YARDS / STATION			15								
TOTAL CUBIC YARDS SURFACING ²			23								
TOTAL CUBIC YARDS ²		68	134	177	68				42		
SUBGRADE WIDTH	S	15	15	15	15				15		
BRUSH CUT (Y/N)		N/A	N/A	N/A	N/A	N	N	N	Y	N	Y
BLADE, SHAPE & DITCH (Y/N)		N/A	N/A	N/A	N/A	N	N	N	Y	N	N

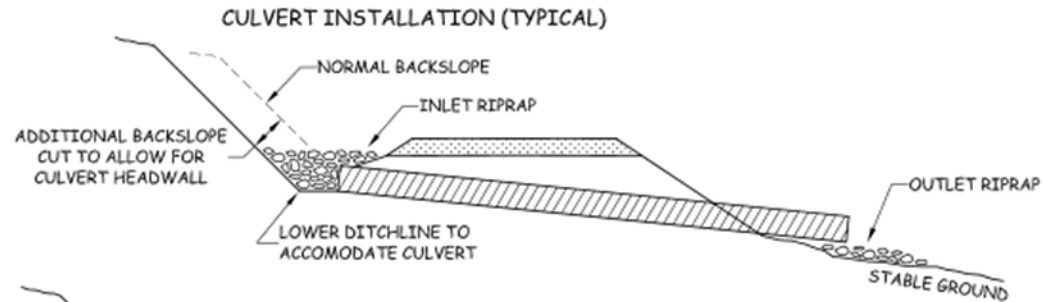
Russula Commercial Thin Timber Sale

ROAD #		T-1210	T-1240	T-1300	T-1310	T-1320	T-1321	T-1330
REQUIRED / OPTIONAL		REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED
CONSTRUCT / RECONSTRUCT		MAINT.	MAINT.	MAINT.	MAINT.	MAINT.	MAINT.	MAINT.
TOLERANCE CLASS (A/B/C)		C	C	C	C	C	C	C
STATION TO STATION		0+00	0+00	0+00	0+00	0+00	0+00	0+00
		5+55	27+90	20+30	4+00	5+20	1+95	6+70
ROAD WIDTH	12	12			12		12	
CROWN (INCHES @ C/L)		3			3		3	
DITCH WIDTH	3	3			3		3	
DITCH DEPTH	1	1			1		1	
TURNOUT LENGTH	50	50			50		50	
TURNOUT WIDTH	10	10			10		10	
TURNOUT TAPER	25	25			25		25	
GRUBBING	5	5			5		5	
	5	5			5		5	
CLEARING	10	10			10		10	
	10	10			10		10	
ROCK FILL SLOPE	1½	1½			1½		1½	
BALLAST DEPTH ¹	12	3			3		3	6
CUBIC YARDS / STATION		15			15		15	22
TOTAL CUBIC YARDS BALLAST ²		83			60		29	149
SURFACING DEPTH ¹			3	3		3		
CUBIC YARDS / STATION			15	15		15		
TOTAL CUBIC YARDS SURFACING ²			419	305		78		
TOTAL CUBIC YARDS ²		83	419	305	60	78	29	149
SUBGRADE WIDTH	S	15						
BRUSH CUT (Y/N)		Y	Y	Y	Y	Y	Y	Y
BLADE, SHAPE & DITCH (Y/N)		Y	N	N	Y	N	Y	Y

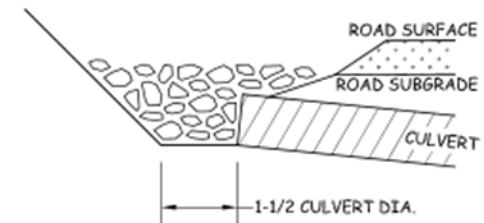
Russula Commercial Thin Timber Sale

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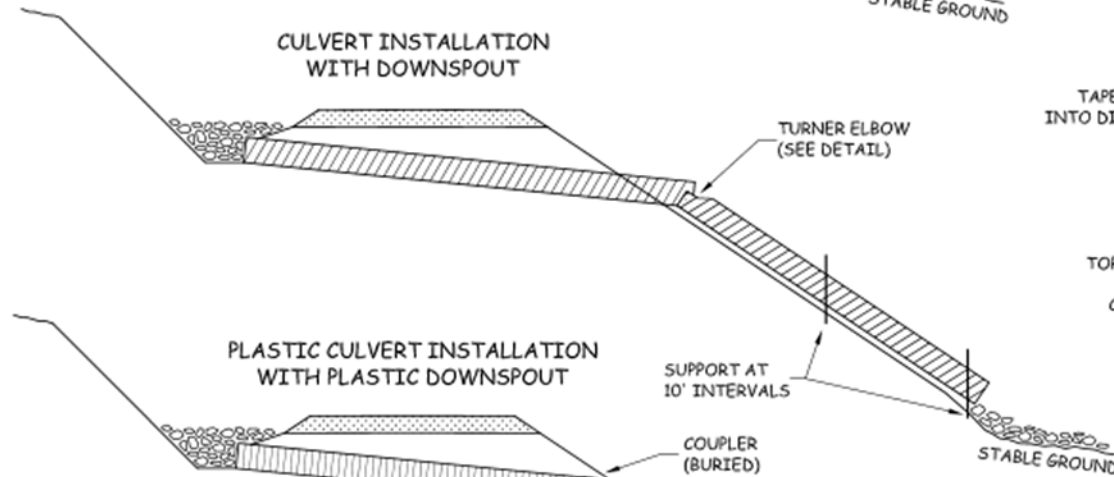
CULVERT AND DRAINAGE SPECIFICATIONS



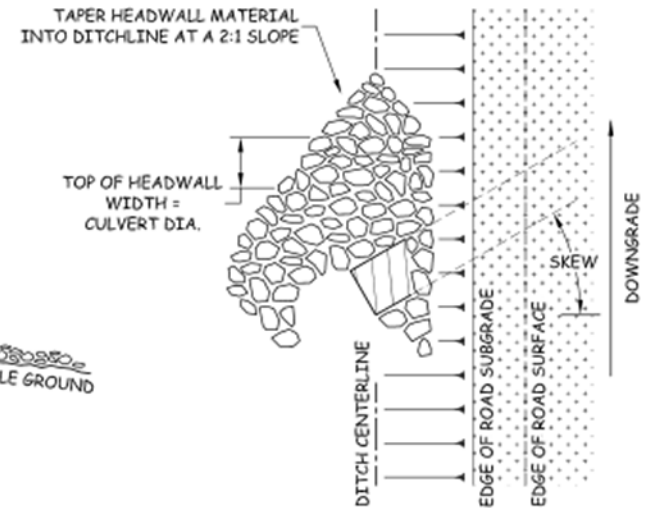
CULVERT HEADWALL - SECTION VIEW



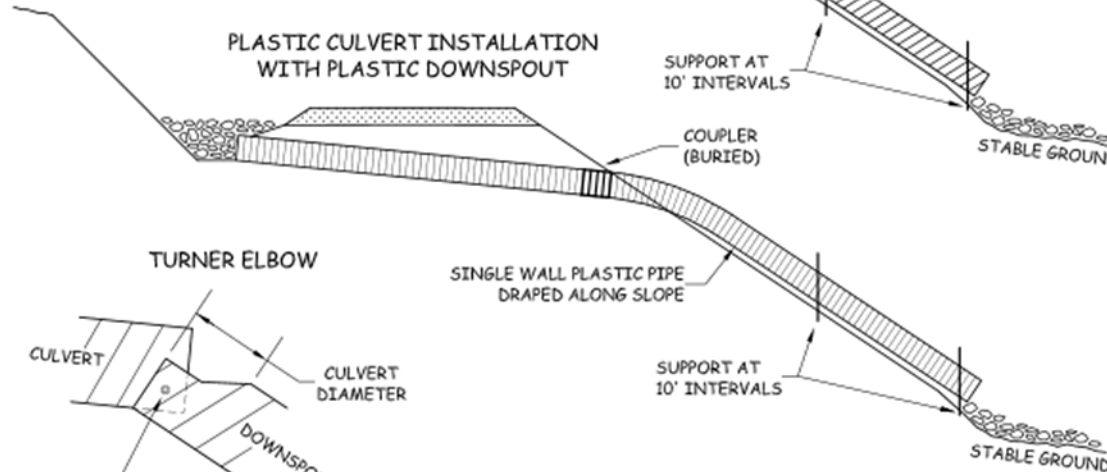
CULVERT INSTALLATION WITH DOWNSPOUT



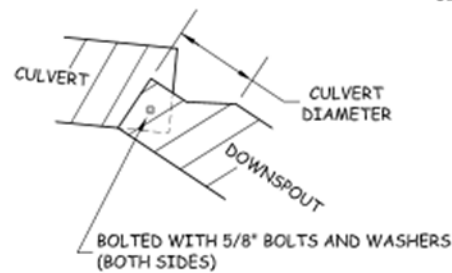
CULVERT HEADWALL - PLAN VIEW



PLASTIC CULVERT INSTALLATION WITH PLASTIC DOWNSPOUT



TURNER ELBOW



HEADWALL NOTE:

HEADWALL TO BE CONSTRUCTED OF IMPERVIOUS MATERIAL THAT WILL RESIST EROSION AND ARMORED WITH RIPRAP QUANTITY SPECIFIED IN ROAD PLAN.



City Council Agenda Item Cover Sheet

Project title: An ORDINANCE Relating to Allowing Birthing Centers on the Ground Floor on Certain Designated Streets, AMENDING EMC Chapters 19.04 (Definitions) and 19.05 (Uses).

Council Bill # *interoffice use*

CB 2408-19

Agenda dates requested:

1 st Reading	08/21/24
2 nd Reading	08/28/24
Consent	
Action	09/04/24
Ordinance	X
Public hearing	09/04/24
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Budget amendment:

☐ Yes ☒ No

PowerPoint presentation:

☐ Yes ☒ No

Attachments:

Ordinance

Department(s) involved:

Planning

Contact person:

Yorik Stevens Wajda

Phone number:

Email:

ystevens@everettwa.gov

Initialed by:

YW

Department head

Administration

Council President

Project: Allowing Birthing Centers on the ground floor within Metro Everett

Partner/Supplier: NA

Location: NA

Preceding action: Planning Commission recommendation to adopt, [8/6/24 Staff Memo](#)

Fund: NA

Fiscal summary statement:

NA

Project summary statement:

City regulations limit certain uses, including Clinics, on the ground floor of streets within Metro Everett that are designated Pedestrian and Transit-Oriented Development. The limits on ground floor uses on certain designated streets are intended to promote pedestrian orientation through enhanced street-level activity and visual interest and to promote clustering of and synergy in retail, services, and other businesses that benefit from or depend on spontaneous visits from strolling customers.

Birthing centers provide an important service and can be supportive of active and vibrant streets that are busy with people, provide inviting ground floor spaces, and focus on retail, commercial, and business uses.

This ordinance will expand the current list of ground floor uses to include birthing centers. The proposal would create a definition for Birthing Centers based on the definition in RCW [18.46.010](#): "*Birthing center*" or "*childbirth center*" means any health facility, not part of a hospital or in a hospital, that provides facilities and staff to support a birth service to low-risk maternity clients.

Birthing centers would also be added to the list of exemptions from the ground floor restriction applicable to clinics.

Recommendation (exact action requested of Council):

Adopt the Ordinance allowing Birthing Centers on the ground floor on certain designated streets, amending EMC Chapters 19.04 (Definitions) and 19.05 (Uses).



ORDINANCE NO. _____

An ORDINANCE Relating to Allowing Birthing Centers on the Ground Floor on Certain Designated Streets, AMENDING EMC Chapters 19.04 (Definitions) and 19.05 (Uses).

WHEREAS,

-----REASON-----

- A.** City regulations limit certain uses, including Clinics, on the ground floor of streets within Metro Everett that are designated Pedestrian and Transit-Oriented Development; and
- B.** The limits on ground floor uses on certain designated streets are intended to promote pedestrian orientation through enhanced street-level activity and visual interest and to promote clustering of and synergy in retail, services, and other businesses that benefit from or depend on spontaneous visits from strolling customers; and
- C.** Birthing centers provide an important service and can be supportive of active and vibrant streets that are busy with people, provide inviting ground floor spaces, and focus on retail, commercial, and business uses.

-----PLANNING COMMISSION-----

- D.** The Planning Commission reviewed the amendments contained in this ordinance, including holding a briefing on June 18, 2024 and a public hearing on August 6, 2024; and
- E.** The Planning Commission, after hearing from the public and deliberating, voted to approve Resolution 24-03 on August 6, 2024, recommending the city council _____ the amendments contained in this ordinance; and

-----SEPA-----

- F.** City staff reviewed the proposal under provisions of the State Environmental Policy Act, completed an environmental checklist, and issued a Determination of Non-Significance on August 1, 2024; and

-----STATE AGENCY NOTICE-----

- G.** Notice of the proposed amendments to the comprehensive plan was sent to the Washington State Department of Commerce on July 31, 2024 and a letter of receipt was received the same day; and

-----GMA, MPP, CPP CONSISTENCY-----

- H. The amendments contained in this ordinance maintain consistency with the GMA and are consistent with the GMA planning goals; and
- I. The amendments contained in this ordinance are consistent with and supportive of the multicounty planning policies in VISION 2050; and
- J. The amendments contained in this ordinance are consistent with and supportive of the countywide planning policies; and
- K. The amendments contained in this ordinance are consistent with and supportive of goals, objectives, and policies in the city's comprehensive plan; and

-----COMPREHENSIVE PLAN POLICIES-----

- L. This ordinance is consistent with and supportive of goals, policies, and implementation strategies in the Everett Comprehensive Plan, including:
 - 1. Policy LU-2.4.1 Encourage redevelopment of Everett's metropolitan center with an intensive mix of governmental, financial, and professional services; cultural activities; high density housing; appropriate industrial uses; and retail and service businesses in a compact, pedestrian-and transit-oriented downtown setting.
 - 2. Goal UD-8.6 Downtown Everett should be the cultural center of the city, with a rich concentration of commercial enterprises, civic uses, historic structures, residential development, and public spaces.
 - 3. Objective UD-8.6.1 To strengthen the retail base by concentrating shops and services in selected areas.
 - 4. Policy UD-8.6.1 Consider amendments to the City's land use code, as necessary, to improve standards that reinforce pedestrian-friendly development in downtown, especially in areas designated as retail streets.

-----CITY CRITERIA-----

- M. The City Council considered the factors in EMC 15.03.300(C) in reviewing the proposed development regulation text amendments in this ordinance; and
- N. The City Council finds that the proposed amendments to the city's development regulations (unified development code) contained in this ordinance are consistent with the Everett comprehensive plan, bear a substantial relation to public health, safety and welfare, and promote the best long-term interests of the Everett community.

- A. -----CITY COUNCIL PROCESS-----

- B. On _____, the Everett City Council held a public hearing, after proper notice, and considered public comment and the entire record related to the code amendment contained in this ordinance.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A subsection is hereby added to Section 19.04.060.

"Birthing center" or "childbirth center" means any health facility, not part of a hospital or in a hospital, that provides facilities and staff to support a birth service to low-risk maternity clients.

Section 2. Section EMC 19.05.180 is hereby amended as indicated in Exhibit 1, with strikeout text deleted and underlined text added:

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 19.04.060	(Ord. 3896-22, 2022 § 10) (Ord. 3895-22, 2022 § 8) (Ord. 3774-20, 2020 § 5)
EMC 19.05.180	(Ord. 3895-22, 2022 § 13) (Ord. 3774-20, 2020 § 5)

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

19.05.090 Table 5-2 (commercial use table).

USE	R S	R 1	R 2	R 2A	UR 3	UR 4	NB	B	MU	LI1 LI2	HI	AG
Alcohol production, micro—e.g., microbrewery, microdistillery, microwinery						A ¹	A	P	P	p ²	p ²	P
Automobile drive-through facility								p ³	p ³	p ³		
Auto fuel sales								p ⁴	A ⁴	p ⁴	P	
Automobile, light truck or RV sales or rental								p ⁵		p ⁷		
Equipment sales and rental								P	A	P	P	
Heavy truck and equipment sales										P	P	
Automobile and truck service, light; body repair and painting								p ⁴	p ⁴	p ⁴	p ⁸	
Automobile and truck service, heavy											P	
Automobile dismantling/recycling										p ⁹	p ⁹	
Impound, storage yard, tow yard										p ¹⁰	p ¹⁰	
Casino, mini								p ¹¹		p ¹¹		
Convention center								P	P	P		
Clinics						A ¹	p ¹⁶	P	p ¹⁷	A ¹⁷		
Day care center, commercial	C	C	C	C	A	P	P	P	P	P	P	
Entertainment and recreation—enclosed in building (e.g., theater, fitness facility)						A ¹	P	P	p ¹²	p ¹²		
Entertainment and recreation—not enclosed (e.g., amusement, outdoor arena)								P	C	A	P	C
Food or beverage establishment						A ¹ 13	p ¹⁴	p ¹⁴	p ¹⁴	p ¹⁴ 15	p ¹⁴	
Lodging—hotels, motels								P	P	P		
Offices						A ¹	P	P	P	p ¹⁵	p ¹⁵	
Parking, commercial—applicable if principal use								P	p ¹⁸	p ¹⁸	P	
Retail sales and service						A ¹ 19	p ¹⁹	p ¹⁹	p ¹⁹	p ¹⁹ 20	p ²⁰	
Storage, commercial—enclosed in building (e.g., mini-storage)								P	A ²¹	p ²¹	P	
Storage, commercial—not enclosed in building (e.g., boat or RV storage)								p ⁴		p ⁴	P	
Veterinary clinic or animal day care—limited to small animal							p ²³	P	p ²²	p ²²		
Veterinary clinic or commercial kennels—large animal or commercial kennels								A		A ²²		A

1 Permitted only on designated residential mixed-use corridor or TOD streets. The use must be located on the ground floor of a residential mixed-use development with no less than fifty percent of the gross floor area used for single-family or multifamily residential uses.

2 See Industrial Uses. Alcohol production is allowed as a primary use without the requirement to include a restaurant, retail, or tasting room.

3 In Metro Everett, permitted only in the areas indicated on Map 13-2.

4 TOD or pedestrian streets: prohibited use.

5 In the B zone, permitted only on Broadway, Evergreen Way, Rucker Avenue, and on Everett Mall Way with the following condition: On Everett Mall Way, minimum lot area for vehicle sales and related/supportive uses is two and one-half acres.

6 Reserved.

7 Not permitted in the LI1 zone, and in the LI2 zone, only automobile rental is permitted on Airport Road where the minimum lot area for vehicle rental and related/supportive uses is one and one-half acres.

8 In the HI zone, light vehicle servicing is permitted only in multiple-tenant building or development.

9 Permitted only in the LI1 and HI zones when completely contained within an enclosed building.

10 Impound, storage and tow yards shall comply with landscaping and screening requirements of Chapter [19.39](#) EMC.

11 Mini-casinos are also not permitted within the area defined in Map 13-1.

12 In Metro Everett on TOD or pedestrian streets: Private clubs are a prohibited use on the ground floor.

13 Taverns, nightclubs and restaurants with live entertainment prohibited.

14 Taverns, nightclubs and restaurants with live, amplified entertainment shall be set back a minimum of one hundred feet from any residential zone.

15 Allowed as an accessory use only.

16 NB zone: permitted to occupy a maximum of fifty percent of the gross floor area.

17 In Metro Everett on TOD or pedestrian streets: Clinics, social or human service facilities, or community services are a prohibited use on the ground floor; provided, however, that the following are not considered clinics for the purpose of this restriction: **birthing centers**, dentists, psychiatrists, chiropractors, physical therapists, optometrists or ophthalmologists.

a) Government public health agency uses providing clinical services shall be deemed to be a permitted use on the ground floor within the MU or LI1/LI2 zone.

b) Health events on a property within the MU or LI1/LI2 zone providing clinical health services to the general public, not exceeding three days in duration and occurring not more than once every ninety days, shall be exempt from the prohibition of clinics on the ground floor.

18 In Metro Everett, surface parking lots prohibited as a principal use.

19 On TOD or pedestrian streets: Pawnshops, secondhand stores, thrift stores, and junk stores are a prohibited use on the ground floor.

20 Permitted as an accessory use for those products produced on premises; up to but no more than seventy-five percent of goods sold may be produced off site and by other producers.

21 TOD or pedestrian streets: prohibited use on the ground floor.

22 In Metro Everett only on TOD or pedestrian streets: prohibited use on the ground floor.

23 Limited to not more than twenty animals in the neighborhood business zone.

Project title: An Ordinance Closing a Special Improvement Project Entitled “Larimer Barn Demolition”, Fund 354, Program 097, as Established by Ordinance No. 4005-24

Council Bill #

CB 2408-20

Agenda dates requested:

Briefing

1st Reading 8/28/24

Proposed action 9/4/24

Consent

Action 9/11/24

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Closing Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

(425) 257-8335

Email:

BLeonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: Larimer Barn Demolition**Partner/Supplier:** FORMA Construction**Location:** Property lot 4-026, Parcel ID: 28050500402600, Everett, WA**Preceding action:** Funding Ordinance [4005-24](#)**Fund:** Fund 354, Program 097**Fiscal summary statement:**

The source of funds for the Larimer Barn Demolition was Capital Improvement Program 3 (CIP-3) in the amount of \$45,000. The project was completed at a total cost of \$35,189. All expenses for the project have been paid. The remaining balance of \$9,811 will be transferred to CIP-3.

Project summary statement:

The scope of work provided the demolition of the Larimer barn structure, debris removal, and site restoration. The site restoration included grading and grass hydro seed to match typical surrounding grasslands.

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

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled “Larimer Barn Demolition”, Fund 354, Program 097, as established by Ordinance No. 4005-24.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled Larimer Barn Demolition, Fund 354, Program 097, as established by Ordinance No. 4005-24.

WHEREAS,

- A.** The Larimer Barn Demolition, Fund 354, Program 097, was established to provide for the construction cost for demolition, debris removal, and site restoration to include any needed grading and grass hydro seed, to match typical surrounding grasslands.
- B.** The purpose of the fund has been accomplished.
- C.** There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the project entitled Larimer Barn Demolition, Fund 354, Program 097, be closed.

Section 2. That the final revenues and expenses for Larimer Barn Demolition, Fund 354, Program 097, are as follows:

REVENUES		
	CIP 3	<u>\$45,000</u>
	Total	\$45,000
EXPENSES		
	Construction	\$35,189
	Transfer Out – to CIP 3	<u>\$ 9,811</u>
	Total	\$45,000

Section 3. That the remaining balance of \$9,811 be transferred back to CIP 3.

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance Closing a Special Improvement Project Entitled “Phil Johnson Ballfields Playground Renovation”, Fund 354, Program 089, as Established by Ordinance No. 3968-23.

Council Bill #

CB 2408-21

Agenda dates requested:

Briefing

1st Reading 8/28/242nd Reading 9/4/24

Consent

Action 9/11/24

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Closing Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

(425) 257-8335

Email:

BLeonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: Phil Johnson Ballfields Playground Renovation**Partner/Supplier:** City of Everett, Public Works Department**Location:** 400 W Sievers-Duecy Blvd., Everett, WA**Preceding action:** Funding Ordinance [3968-23](#)**Fund:** Fund 354, Program 089**Fiscal summary statement:**

The source of funds for the Phil Johnson Ballfields Playground Renovation was Capital Improvement Program 3 (CIP-3) in the amount of \$360,000. The project was completed at a total cost of \$350,916. All expenses for the project have been paid.

Project summary statement:

This project provided for the total replacement of play equipment and surfacing material at Phil Johnson Ballfields. The new play equipment meets current industry standards and provides options for inclusive play. Accessible, fall-attenuating turf surfacing was installed.

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

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled “Phil Johnson Ballfields Playground Renovation”, Fund 354, Program 089, as established by Ordinance No. 3968-23.

ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Phil Johnson Ballfields Playground Renovation”, Fund 354, Program 089, as established by Ordinance No. 3968-23.

WHEREAS,

- A. The Parks special improvement project “Phil Johnson Ballfields Playground Renovation”, Fund 354, Program 089, was established to accumulate all costs for the improvement project.
- B. The purpose of the special improvement project has been accomplished.
- C. There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the project entitled “Phil Johnson Ballfields Playground Renovation”, Fund 354, Program 089, be closed.

Section 2. That the final revenues and expenses for the “Phil Johnson Ballfields Playground Renovation”, Fund 354, Program 089, are as follows:

REVENUES

Fund 354 – CIP 3	\$335,000
Don Schwab ARPA	<u>\$ 25,000</u>
Total	\$360,000

EXPENSES

Construction	\$350,916
Transfer Out – to CIP 3	<u>\$ 9,084</u>
Total	\$360,000

Section 3. That the remaining balance of \$9,084 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:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____





City Council Agenda Item Cover Sheet

Project title: Approve an ordinance setting the time schedule for the City Council's regularly scheduled meetings

Council Bill # *interoffice use*

CB 2408-22

Agenda dates requested:

Briefing
1st Reading 08/28/24
2nd Reading 09/04/24
Consent
Action 09/11/24
Ordinance X
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Council

Contact person:

Don Schwab

Phone number:

425-257-8783

Email:

dschwab@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Setting the time schedule for Council meetings

Partner/Supplier: NA

Location: NA

Preceding action: [Ordinance 3935-23](#) approved 3/1/23 which repealed [Resolution 6227](#)

Fund: NA

Fiscal summary statement:

This adjustment will have some impact on staff hours, moving one meeting to a time during the regular workday, rather than requiring after hours staffing.

Project summary statement:

This ordinance would move the 4th Wednesday meeting back to 12:30pm. An historic review of Council meeting times shows that:

- March 2023-present: All meetings at 6:30pm
- January 13, 2010-March 2023: According to ordinance in effect at the time, all meetings at 8:30am, except for the 3rd Wednesday at 6:30pm. In practice at some point this was shifted to all meetings at 6:30pm and the 3rd Wednesday at 12:30pm.
- January 21, 2009-January 13, 2010: All meetings at 6:30pm ([Resolution 6101](#))
- Prior to that: all meetings at 8:30am, except for the 3rd Wednesday at 6:30pm.

Recommendation (exact action requested of Council):

Approve Ordinance setting the meeting time schedule for City Council's regularly scheduled meetings and repealing Ordinance No. 3935-23.



ORDINANCE NO. _____

**An ORDINANCE setting the meeting time schedule for City Council’s regularly scheduled meetings,
Repealing Ordinance No. 3935-23.**

WHEREAS, Article III of the City of Everett Charter requires the establishment of Council’s regular weekly meeting schedule by ordinance or resolution with at least one such meeting each month being held in the evening after 6:30 p.m. EMC 2.08.010 (A) provides the weekly meetings shall be on Wednesdays between the hours of eight a.m. and eleven fifty-nine p.m.;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The City Council’s regularly scheduled Wednesday weekly meeting will commence at 6:31 p.m. except for the fourth Wednesday of the month at which time it will commence at 12:30 p.m.

Section 2. Notwithstanding Section 1, the Council retains its right, according to the State’s Open Public Meetings Act (Chapter 42.30 RCW) and EMC 2.08.020 to hold special meetings in lieu of or in addition to the meetings described in Section 1.

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

Section 4. Ordinance No. 3935-23 is hereby repealed.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



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: Adopt an Ordinance establishing a Voluntary Separation Incentive Program that will be available to eligible City of Everett employees.

Council Bill #

CB 2408-18

Agenda dates requested:Briefing/1st Reading 08/14/242nd Reading 08/21/24

Action 08/28/24

Ordinance X

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

X Yes No

Attachments: Plan Adoption Agreement(s)**Department(s) involved:**

HR, Finance, Legal

Contact person:

Kandy Bartlett

Phone number:

425.257.8706

Email:

kbartlett@everettwa.gov

Initialed by:

KB

Department head

Administration

Council President

Consideration: Adopt an Ordinance establishing a Voluntary Separation Incentive Program.**Project:** Ordinance Voluntary Separation Incentive Program**Partner/Supplier:****Location:****Preceding action:****Fund:** Various**Fiscal summary statement:**

The purpose of the program is to reduce compensation costs as well as to facilitate redeployment, reorganization, and other efforts to make more efficient and effective use of the City's limited resources.

Project summary statement:

The Proposed Ordinance will provide an incentive to eligible employees that voluntarily separate from the City. The program is open to Appointive employees in Administration, Communications, Economic Development, Emergency Management, Fire, Library, Parks and Police. It is also open to all EPMA members and AFSCME members in Finance (Clerk's office only), Library (all classifications), Parks & Facilities (Park Rangers and all classifications in Facilities) and Police (Parking Enforcement).

Eligible Employees who apply and are approved for voluntary separation under the VSIP program shall receive 6 months of city-paid COBRA medical benefits for themselves and current dependents enrolled in a City sponsored healthcare plan, one year of city-paid access to Vera Clinic, and a one-time severance payment equal to four months base salary.

Eligible employees must separate prior to November 30, 2024, unless an exception is approved by the Mayor.

This timeline is important so that the impacts can be assessed with sufficient time for the 2025 budget development. After Council adoption of the ordinance, there will be a notification window for employees to notify HR of their interest in the VSIP, a mandatory 45-day review period for employees to consider the proposal and a 7-day mandatory period for employees to have the opportunity to revoke their agreement. Coinciding with that, departments will be preparing their expenditures and revenue estimates by state mandated deadlines in late September, along with expected 2025 work plans. Adoption by August 28 allows adequate budget development time.

Recommendation (exact action requested of Council): Adopt an Ordinance establishing a Voluntary Separation Incentive Program that will be available to eligible City of Everett employees.



ORDINANCE NO. _____

AN ORDINANCE Establishing a Separation Incentive Program for Eligible City of Everett Employees.

WHEREAS,

- A. Due to the failure of Proposition 1 (Levy Lid Lift for Public Safety and Essential Public Services) and the City's ongoing structural deficit; and
- B. The City deems it is in the City's best interest to provide an incentive for eligible employees, defined in Section 1.B, to voluntarily separate or retire from the City; and
- C. The purpose of a voluntary separation program is to reduce compensation costs and full-time employee levels, as well as to facilitate redeployment, reorganization, and other efforts to make more efficient and effective use of the City's limited resources.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Voluntary Separation Incentive Program Description

- A. The City hereby establishes a Voluntary Separation Incentive Program (Program, or VSIP) for Eligible Employees as defined in Section 1.B.
- B. "Eligible Employees" are those employees, who are regular full-time or regular part-time, in the following departments and classifications: Administration (all classifications); Communications (all classifications); Economic Development (all classifications); Emergency Management (all classifications); Finance (Clerk's Office Only – all classifications); Fire (all appointive classifications); Library (all classifications); Parks & Facilities (Facilities only – all classifications, Parks – all appointive classifications and all Ranger classifications); Police (all appointive and EPMA classifications, all Parking Enforcement classifications). To be eligible for the program, employees must be in one of the workgroups listed above and have at least 24 months of service with the City of Everett and have not previously provided written notification of upcoming retirement.
- C. The "Date of Separation" is the final day of an employee's employment with the City, as specified in the voluntary separation agreement described in Section 4 of this Ordinance.
- D. The Program is subject to collective bargaining obligations as required by RCW 41.56.

Section 2. Basic Provisions

- A. Participation in the Program shall not be based on protected class status, protected activity, or other unlawful factors.
- B. Participation in the Program is voluntary. Eligible Employees choosing to participate in the Program must acknowledge in writing that their decision to participate is voluntary.
- C. Voluntary separation will be subject to all applicable terms and conditions of labor agreements in effect on the date the Eligible Employee applies for voluntary separation. No Eligible Employee shall have a contractual right to an incentive offered through this Program.
- D. Eligible Employees who apply and are approved for voluntary separation under the Program will receive COBRA (Consolidated Omnibus Budget Reconciliation Act) benefits, access to the Vera Clinic, and a cash incentive payment as indicated below:
 - 1) **COBRA and Vera Clinic** - Six (6) months of city-paid COBRA coverage on a city-sponsored medical plan for the Eligible Employee, plus eligible dependents (eligible dependents include those dependents that are enrolled under Eligible Employees' health benefits coverage), commencing on the date the Eligible Employee's existing coverage expires, based on the Date of Separation, at no cost to the Eligible Employee; and city-paid access to the Vera Clinic for themselves and eligible dependents for one (1) year; and
 - 2) **Cash Severance Pay** - A one-time cash incentive payment equal to four (4) months base salary, exclusive of additional pays such as longevity, out-of-class, lead pay differential, call out pay, holiday premium, and overtime, not to exceed \$55,000.
- E. While the City acknowledges that Eligible Employees choosing to participate in the Program may apply for unemployment compensation benefits following separation from the City, the City will object to such claim on the basis that separation from the City was voluntary.
- F. Voluntary separation payments will be paid in one (1) lump sum within three (3) weeks of the Date of Separation based on the payroll cycle. Voluntary separation payments will not be considered excess compensation and shall not increase an Eligible Employee's monthly pension payout or the City's pension contribution rates. Voluntary separation payments are subject to applicable tax withholdings but are not considered income (average final compensation) for retirement purposes.
- G. Unless exempted by the Mayor, Eligible Employees who voluntarily separate under the Program and return to work as a regular part-time and/or full-time employee at the City within five (5)



years of the Date of Separation must repay any separation payment received and the value of COBRA insurance received. The means and method for such repayment shall be agreed to by the City and the Eligible Employee before the Eligible Employee returns to the City as an employee or contractor.

Section 3. Approval Criteria

Voluntary separation under this Program can be approved only by written agreement executed by the City, the Eligible Employee and the labor union, if applicable. Labor unions will be given notice of the proposed terms of any written agreement and be given the opportunity to negotiate on behalf of their members. The voluntary separation agreement shall be approved by the City Attorney and include indemnity and other waiver protections for the City. It shall also include the Eligible Employee's acknowledged acceptance of the terms and conditions of the Program, specify the cash-value of the Eligible Employee's incentive under Section 2.D, and designate the final date of employment with the City (the Date of Separation).

Section 4: Notification and Separation Requirements

- A. To be considered for participation in this Program, Eligible Employees must apply by submitting an official application to the Human Resources Department no later than September 6, 2024. Employees who submit an official application by this deadline will then be provided additional information, along with review periods as established by law.
- B. The Date of Separation shall be no later than November 30, 2024, unless the Mayor determines that a later Date of Separation is in the best interest of the City.

Section 5: Position Backfill

- A. The City will endeavor to hold positions vacated through VSIP open for at least twelve (12) months. Requests to backfill VSIP positions vacated through the Program are subject to review and approval by the Mayor and Council. In order to assure efficient and cost effective delivery of city services, the Mayor or designee reserves the right to reallocate the vacated position to another classification which must then remain open for at least twelve (12) months. Council will be notified within 30 days when any VSIP position is filled within one year of it becoming vacant.
- B. Backfill requests that facilitate redeployment, reorganization, and/or other efforts to make more efficient and effective use of the City's limited resources will receive priority consideration.

Cassie Franklin, Mayor

ATTEST:



2024 ORDINANCE:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____





City Council Agenda Item Cover Sheet

Project title: City Council Procedures Resolution Amendment to create procedure for requesting excused absences and to add an additional regular scheduled hybrid meeting per month.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent
Action 08/28/24
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Resolution

Department(s) involved:

Council

Contact person:

Don Schwab

Phone number:

425-257-8783

Email:

dschwab@everettwa.gov

Project: Amendment of City Council Procedures Resolution

Partner/Supplier: NA

Location: NA

Preceding action: [Resolution 7891](#) Amended 5/10/23

Fund: NA

Fiscal summary statement: NA

Project summary statement:

This amendment to Resolution No. 7891 will add a procedure for Councilmembers who are requesting an excused absence from a Council meeting.

For an absence to be excused, the Councilmember is required to make that request via email to the Council President prior to the meeting and state the reason for the member's inability to attend the meeting. If the member is unable to contact the President, the member shall contact the Executive Assistant or Vice President who will notify appropriate parties before the start of the meeting.

An additional amendment will have the fourth Wednesday of each month be hybrid.

Recommendation (exact action requested of Council):

Adopt amended Council Procedures Resolution with an effective date of September 12, 2024.

Initialed by:

Department head

Administration

DS

Council President



RESOLUTION NO. _____

WHEREAS, Section 3.3 of the City Charter provides that "the Council shall determine its own rules and order of business, and may establish rules for the conduct of Council meetings and the maintenance of order"; and

WHEREAS, by the adoption of this Resolution, the City Council intends to establish some basic rules for the conduct of Council, its meetings and maintenance of order;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EVERETT DOES HEREBY RESOLVE:

SECTION 1: MISSION:

As a matter of open government and transparency, The Everett City Council strives to engage the public in a civil and democratic process. As the policy-setting and oversight body for the City, the design of the City's democracy as outlined in the Charter is that the legislative branch sets the policy, and the administrative branch carries it out. As stated in Article III, Council and Legislation, Section 3.1 of the Charter "The Council shall have the powers and authority of the legislative body of this City and shall not perform administrative functions of the City."

SECTION 2: PURPOSE:

It is the purpose of the City Council of the City of Everett in adopting these rules to provide a method for the conduct of its affairs and to complement the provisions of the City Charter and Council's standing rules. It is not intended that these rules confer upon any person any right to a particular procedure or affect the validity or legality of any Council action. The Council may implicitly or by a majority vote, determine to temporarily waive any of the provisions herein. Any action taken in disregard or non-conformity with these rules shall be construed as an implicit waiver thereof.

SECTION 3: MEETINGS - AGENDA

The place, date and time of the Council meetings shall be in accordance with Section 3.2 of the Charter, Ordinance No. 3170-10 of the City and State law. Pursuant to RCW 35A.12.110 Special meetings may be called by the Mayor, or any three members of the council by written notice delivered to each member of the council at least twenty-four hours before the time specified for the proposed meeting. All council meetings shall be open to the public except as permitted by chapter **42.30** RCW. No ordinance or resolution shall be passed, or contract let or entered into, or bill for the payment of money allowed at any meeting not open to the public, nor at any public meeting the date of which is not fixed by ordinance, resolution, or rule, unless public notice of such

meeting has been given by such notice to each local newspaper of general circulation and to each local radio or television station.

1. Full Council remote participation meeting. The Council as a whole, by majority vote, may designate ~~one up to two up to two~~ meetings~~ss~~ each month to be held remotely and such meeting shall be published and open to the public to allow participation virtually by audio or video system. Accommodations must be made to ensure that there is a speaker phone, audio or video system is set up at a designated meeting place, accessible by the public, and that it allows members of the public present at the designated meeting location(s) to hear all discussions, provide testimony if testimony is required by state law or council rule, and generally observe the steps employed by the Council in taking its official action. Additionally, the Council may approve a special meeting of the City Council via remote communication, provided that the remote meeting complies with the accommodations specified above, as well as meeting requirements established in the City Charter and any other legal requirements that pertain to public meetings.

1.a. Fourth Wednesday of each month. Effective September 12, 2024, the fourth Wednesday of each month will have a start time of 12:30pm and will be held as a hybrid meeting. The Council Chambers will be open and will have staff to accommodate members of the public to participate in public comment and to hear all discussions.

2. Virtual Participation. The Council President or Presiding Officer may approve a Council member's appearance at a Regular City Council meeting (council committees require in person attendance) via remote communication under the following conditions:

a. The remote Council member attendee must have use of satisfactory equipment, preferably city provided devices. Satisfactory equipment shall mean any device equipped with a speaker function capable of broadcasting the Council member's voice clearly and sufficiently enough to be heard by those in attendance in person at the public meeting and a video function capable of displaying an image of the remote council member attendee. Council members participating remotely are expected to remain on video throughout the meeting. The device must allow a Council member to easily participate as needed.

b. At the start of any meeting that a Council member is attending via remote communication, the Council President/Presiding Officer shall state for the record that a particular Council member is attending via remote communication.

c. The Presiding Officer of the meeting must be physically present at the location specified in the notice of the meeting and may not be in attendance via remote communication.

d. Attendance from remote locations is intended to be an alternative and infrequently used method for participation, which shall be limited to each Council

member participating remotely at a regular City Council meeting no more than one City Council meeting per quarter per calendar year.

e. Council President or Presiding Officer shall not approve a Council member's request for remote participation at any meeting in which there will not be a quorum of Council members physically present at the location specified in the notice of the meeting.

f. Council members requesting approval to participate in council meetings remotely are required to request via email sent to the Council President and Council Executive Assistant no later than the morning of the Council meeting. Requests will be accommodated on a first come first serve basis.

g. Council member's remote participation must comply with meeting requirements established in the City Charter and any other legal requirements that pertain to public meetings.

3. Virtual Executive Session Participation. A Council member who has attended a Council meeting remotely may also participate in an Executive Session remotely if they are in a secured location with no other people sharing the same room or able to hear discussions. The secure remote meeting link to participate will be separate from the Council meeting link and only available to the Council member participating remotely, and the City Clerk, who will ensure there is a computer ready. Following the conclusion of an Executive Session a Council member participating remotely would rejoin the main Council meeting, if an announcement or action is necessary.

4. Attendance, excused absences. The Everett City Charter 2.6 Forfeiture of Office provides that a council member shall forfeit his/her office by failing to attend three (3) consecutive regular meetings of the council without being excused by the Council. Members of the council may be excused by complying with this section. If the member has a planned absence, the member is required to request being excused via email to the Council President prior to the meeting and state the reason for the member's inability to attend the meeting. If the member is unable to contact the President, the member shall contact the Council Executive Assistant or the Council Vice President who will notify appropriate parties.

~~3. and/or Presiding Officer for the meeting~~

4.5. The structure of the Council agenda will be determined by the Council President/presiding officer. The President or presiding officer's agenda structure may be overridden by a majority of Council members present at any meeting. The agenda may contain some or all of the following contents:

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance

- D. Land Acknowledgement
- E. Approval of Minutes
- F. Mayor's Comments
- G. Public Comments
- H. Council's Comments
- I. Council Chair Subcommittee Reports
- J. Administration Update
- K. City Attorney
- L. Consent Items: Consisting of one or more of the following items: Approval of vouchers, Adoption of resolutions fixing dates for public hearings, Street closures, Acceptance of gifts and donations, approving and accepting grants, final acceptance of grants, deeds, easements, passage of ordinances which the Council has given directions to place on the agenda, approving final plats, and other such actions. Any Council Member may have a matter removed from the Consent Agenda for separate consideration upon notice to the Council President or Presiding Officer, either before or during the meeting.
- M. Proposed Action Agenda: Items appearing on Council's upcoming agenda requiring Council action but not requiring staff presentation.
- N. Action Items: Items where there may be discussion as well as reports by staff.
- O. Council Briefing Agenda: Prospective Council agenda items or informational items. Matters of importance that should be publicly discussed at a Council meeting held prior to the meeting where action is to be taken.
- P. Executive Session
- Q. Adjourn

SECTION 4: REMARKS AND DEBATES

In presiding over the Council Meeting, the Council President/ presiding officer may move to end debate on any issue and call for a vote, provided that each member has had at least one opportunity to speak to the issue. If that motion is seconded, no discussion will be allowed until the President's / presiding officer's motion is voted upon.

SECTION 5: CODE OF CONDUCT

The Everett City Council is committed to maintaining a professional and respectful environment for all members of the City of Everett. Nothing in this Code of Conduct shall serve as the sole justification for restricting a councilmember's right to attend and participate in council meetings. As stewards of the public trust, each Councilmember is expected to:

- Conduct themselves with self-awareness, self-respect, and professionalism;
- Treat all others with respect, dignity, and civility, regardless of status or position; and
- Refrain from engaging in hostile, intimidating, offensive, or unlawful activities or behaviors that may amount to discrimination, harassment, sexual harassment, or bullying.

This Code of Conduct applies equally and at all times to all members of the Everett City Council, both on and off the property of the Everett Municipal Building and Council Chambers.

SECTION 6: PUBLIC COMMENT

To facilitate the orderly presentation of public comments:

1. For in person meetings, those wishing to speak must complete a speaker sheet and present it to the Council Support Staff.
2. If a speaker is providing public comment remotely, they must complete a speaker sheet on-line no later than 30 minutes before the start of the meeting when using a virtual platform such as zoom to comment.
3. Public comment on agenda items can be provided either during the designated public comment time or the speaker may elect to wait to present their comments until the agenda item is read. Speakers shall indicate, on the speaker form, if they wish to speak under public comment or at the time the item is called.
4. Public comment can be taken at any time during the meeting as determined by the Council President or presiding officer.
5. Written comments submitted prior to Council action shall be considered in the same manner as oral comments.
6. All remarks will be addressed to the Council as a whole.
7. Public Comment must be relevant to City Council business, City services, programs, projects, or activities.
 - i. Speakers may not engage in abusive or harassing behavior including, but not limited to, derogatory remarks, profanity, or personal attacks, or use of obscene language or gestures, assault or threatening behavior, sexual misconduct or sexual harassment.
8. The Council President/presiding officer or designated City Attorney may rule any public speaker or attendee out of order if comments are inappropriate, are not relevant to City Council business or not directed at Council as a whole.

Out of Order conduct may include, but is not limited to:

 - i. Outbursts or disruptions by any attendees' who have not been recognized by the Council President / presiding officer. Meeting disruptions by non-speakers is prohibited.
 - ii. Behavior that intentionally disrupts, disturbs, or otherwise impedes attendance or participation at the meeting or the view of other attendees.
 - iii. Failure to follow the direction of the Council President / presiding officer or Security Personnel.
9. If an individual is in violation of the public comment rules as referenced in the Council Procedures Resolution at three or more consecutive city council meetings, of which they are present, the Council President / presiding officer may exclude the individual from participation in public comment at future meetings. The Council President determines the length of the exclusion based on the seriousness of the disruption or the number of disruptions, not to exceed 180 days. This decision to exclude an individual from public comment may be overruled by a majority vote of the city council at a city council meeting.
10. **No Use of Public Comment for Campaigns. Per RCW 42.17A.555**, No person

may use public comment for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition. "Campaign" shall include, but not be limited to, the direct promotion or opposition of a candidate or ballot measure or the display of any campaign material or such other prohibition promulgated by the Public Disclosure Commission. Any violation of this provision after receiving a warning from the presiding officer shall constitute grounds for immediate suspension of such person's right to speak at that Council meeting.

11. **No Use of Public Comment for Advertising.** No person addressing the Council may use Public Comment for the purpose of advertising. Advertising is defined as "promoting by making known, proclaiming publicly, drawing attention to, or making conspicuous any item, product, service, or thing, for profit or otherwise." This does not prevent or preclude any person addressing the Council from expressing his or her views or opinions on matters over which the Council has jurisdiction.

SECTION 7: SIMULTANEOUS BROADCAST AND WEBCAST

All meetings of the City Council should be simultaneously broadcast when resources are available. All audio and visual records of meetings shall be retained in accordance with Local Government Common Records Retention Schedule GS50-05A-13 Rev. 2.

SECTION 8: MISCELLANEOUS

1. Agenda. A Council Staff member shall prepare the agenda for each council meeting in collaboration with city Administration and under the direction of the Council President/ presiding officer. The agenda and council packet materials shall be available to the public, at a minimum in accordance with RCW 42.30.077.
2. Public Request for Presentations. It is the policy of the Council to consider requests for presentations of certain events or causes when such presentations pertain to an Everett event, person, organization, or cause with local implications. The Council will consider requests that are timely, have potential relevance to a majority of Everett's population, and either forward positive messages or call upon the support of the community.
3. Council Chambers. The Council Chambers shall be reserved solely for the use of members of the City Council and Mayor for its regular and special meetings as well as committee meetings and other meetings approved by the Council President. The Chambers shall not be used for any outside group or organization, according to Resolution No 5870. Except as authorized by the Council President, no other person or persons shall have access thereto.

SECTION 9: ELECTIONS OF COUNCIL PRESIDENT/MAYOR PRO TEMPORE and COUNCIL VICE PRESIDENT

In accordance with Section 3.2 of the Charter, the Council shall be presided over by the President, selected annually by a majority vote of the Council. In the absence of the President at a meeting, the presiding officer for a meeting shall be a Council member

designated by the President; or if no such Council member has been designated, the presiding officer shall be selected by a majority of the members present at such meeting.

Pursuant to Section 2.7 of the Charter, the President of the Council shall also be deemed the Mayor Pro Tempore for the same period of office. The annual election of the Council President / Mayor Pro Tempore will be noted on the Council agenda and will occur on the first regular meeting of the month of January. If for any reason, the Council President / Mayor Pro Tempore should be unable to complete their term, an election of a new Council President/ Mayor Pro Tempore shall occur at the first meeting following the vacancy.

Council will elect a Vice President annually, at the same meeting as the election of Council President / Mayor Pro Tempore, unless otherwise determined by majority vote of the entire Council. The duties of Council Vice President shall be described as assisting the Council President / Mayor Pro Tempore in the development of the weekly agenda. In the absence of the Council President / Mayor Pro Tempore, the Vice President shall chair the weekly council meeting. The Vice President will attend any community events where the Council President / Mayor Pro Tempore is unable to attend.

SECTION 10: PROCEDURE FOR COUNCIL INITIATED LEGISLATION

If or when a councilmember is ready to formally request staff assistance, and to promote the orderly development and consideration of proposed legislation and the efficient use of staff time, Council will initiate legislation as follows:

1. Requests for information and advice regarding potential legislation

At a City Council meeting, Councilmembers may request information from Administration or legal advice from the City Attorney regarding any draft or outline of the proposed legislation the councilmember has prepared for consideration at a Council meeting. If/When a councilmember requests the City Attorney's office keep the preliminary work confidential, the City Attorney shall do so to the extent it is consistent with their job duties and responsibilities. Once a councilmember is ready to move forward with an outline of draft legislation, the Councilmember will notify the President, who may assign the proposal to the appropriate Council committee for consideration.

2. Requests for assistance drafting potential legislation

Following council committee discussion, which may include a determination by the committee regarding whether work on the proposed legislation should continue, two or more councilmembers (from the committee or not) may request that staff or the City Attorney help prepare or review a draft ordinance or resolution. Once the legislation has been prepared and reviewed by the councilmembers initiating the request, the Council President or Presiding Officer will return it to the appropriate Council committee for consideration. Only after it has been fully vetted by the Council committee and recommended by the committee to be considered by the full Council will the President or presiding officer place it on the Council agenda. The amount of administrative input and

involvement will vary and in part is determined by the level of impact to the budget, city operations and community.

Provided, however, the obligations of this section shall be consistent with the Washington Court Rules for Rules of Professional Conduct, State law, the Charter and City Ordinances.

SECTION 11: MOTIONS – VOTING

In presiding over Council meetings, the Council President /presiding officer shall cause the business of the Council to be transacted in accordance with these rules and shall determine all question of procedure subject to the appeal of the majority, of the Council members present. Council's procedural practice shall not be based on Robert's Rules of Order. As it relates to motions, the following shall apply:

1. A motion that does not receive a second fails;
2. A motion receiving a tie vote fails;
3. All motions receiving a second, including a motion to table and to call for the question, are entitled to discussion before taking a vote;
4. Amendments are voted on first, then the main motion, as amended, if the amendment receives an affirmative vote;
5. Motion for reconsideration.
 - i. Except as specified in subsection (3), a motion to reconsider shall be in order only if it is brought forth at or before the next regularly scheduled City Council meeting by a councilmember who voted in favor of the action sought be reconsidered and the motion receives a second. To vote on a motion for reconsideration, the council member must have voted on the original item. To prevail, the motion for reconsideration must receive a majority of votes of those eligible to vote and present at the meeting.
 - ii. When a motion for reconsideration is passed, the underlying matter shall be put on the agenda for the next regularly scheduled meeting or at the first possible regularly scheduled meeting if a delay is necessary.
 - iii. A motion for reconsideration cannot be considered if any of the following events have already occurred:
 - a. The action approved by the Council has already been partially or fully carried out
 - b. A contract authorized by Council has already been executed by the City and is binding
 - c. An ordinance passed by the Council has already become valid (signed by the Mayor and attested by the City Clerk).
6. For a motion to prevail, it must receive an affirmative vote of a majority of those voting except:
 - i. In the case of a passage of an ordinance, grant or revocation of a franchise or license, and any resolution for the payment of money, it must receive the affirmative vote of at least a majority of the whole membership of the Council (4 vote minimum - Section 3.3 of the Charter);
 - ii. In the case of an emergency ordinance made effective upon becoming valid, it must receive the affirmative vote of at least a majority plus one of the whole

- Council (5 vote minimum - Section 3.4 of the Charter);
- iii. In the case of a budget amendment ordinance when there is a proposed decrease within any portion of the total appropriation provided for in any one fund or a re-appropriation of the same fund for another purpose, it must receive the affirmative vote of at least a majority plus one of the whole Council (5 vote minimum - RCW 35.33.121(5)).

SECTION 12: COUNCIL SUBCOMMITTEES

1. Purpose. In collaboration with City Administration, the City Council may establish formal or ad hoc subcommittees to provide members of the City Council an opportunity to review and discuss, in detail, issues and topics that are of interest to the City Administration and the City Council. All committees are Ad Hoc, with the exception of the Budget and Finance Council Committee. The Ad Hoc Committees serve to share information. Committees do not act on behalf of the Council.
2. Council Committees. In the absence of charter or RCW language defining a standing committee, the Mayor or their designee and the City Council President, after mutual agreement, may create standing ad hoc subcommittees. The Council President, in collaboration with the Mayor, will determine any Ad Hoc committees. The President/Mayor Pro Tempore shall make council member assignments to ad hoc committees. The Chair of the Council Committee will share a brief "update" at Council meeting, during Council Committee Reports.
3. Reporting. Periodic reports of the work of a Council Subcommittee may be submitted to Councilmembers in writing or, if a Councilmember who chairs a subcommittee wishes to make a presentation at a City Council meeting, that Council member will coordinate with the Council President / presiding officer to schedule such presentation at a future meeting. Requests for time on the Council Agenda should be made after discussion and concurrence with the Department Head, directed to the Council President / presiding officer at least two weeks in advance of a council meeting whenever possible. If a briefing is time sensitive, council members may request through the Council President /presiding officer time on the next council agenda, provided there is adequate time to provide public notice of the report on the published Council agenda.

SECTION 13: COUNCIL RETREATS

1. Council will discuss and schedule retreats when a request for a retreat is made by a council member or Administration. Council retreats will be scheduled at least 30 days in advance unless agreed to by the Council President and Mayor. Any council member can request a retreat.
2. All retreats shall be held within the city limits of Everett. The date for any retreat shall be selected by the Council President. The Council President shall seek to select a date so that all Councilmembers or as many as possible may attend, including any Councilmember-elects.

3. Purpose. A retreat is intended to provide an informal setting to encourage candid and creative discussions, and may include discussions with the Mayor, City Administration and/or Department Heads.
4. Action to Be Taken at Retreat. The council shall not take final action on any ordinance or resolution at a retreat. The council may take action in the form of making subcommittee assignments, creating any ad hoc subcommittees, adopting goals for the upcoming year and other action related to how the council will conduct business during the upcoming year.
5. Public Attendance. All Retreats are open public meetings subject to the Open Public Meetings Act and shall be noted according to the procedures for noting a special meeting. Members of the public may attend but no open public comment period will be provided.
6. Minutes shall be taken.

SECTION 14: FILLING VACANCIES

Consistent with the Charter, Council will determine, by majority vote, the process to be followed in filling any vacancy. Council will endeavor to reach out to the community to seek interested and qualified persons for purposes of filling any vacancy.

SECTION 15: REVIEW

Council will review this Resolution as it deems appropriate.

SECTION 16: REPEAL

Resolution No. 7752891 is hereby repealed.

PASSED AND APPROVED THIS ____ DAY OF _____, 202334

Council member Introducing Resolution

Council President



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: 8/28/2024

NAME (required): ROGER MOLLER

CITY (required): BOTHELL ZIP (required): 98021

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

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

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

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

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



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

DATE: 28 Aug 24

NAME (required): Erin Knight

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

EMAIL (optional): erin.sae.knight@gmail.com PHONE (optional): _____

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

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

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

☒ During the general public comment. Please state the topic you would like to speak on: Voluntary Separation Initiative Program