

Everett City Council Agenda

12:30 January 25, 2017

City Council Chambers

Roll Call

Pledge of Allegiance

Approval of Minutes: January 18, 2017

Mayor's Comments

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Citizen Comments

COUNCIL BRIEFING AGENDA: (These items come before the City Council serving as a Council Committee of the Whole and are likely to be scheduled at a future meeting.)

(1) CB 1701-06 – 1st Reading – Adopt the Proposed Ordinance regulating For-Hire Vehicles and repealing the existing For-Hire Ordinance under Section 17. (3rd and final reading on February 8, 2017).

Documents:

[CB 1701-06.pdf](#)

PROPOSED ACTION ITEMS:

(2) PLEASE NOTE: The 3rd and final reading has been moved to 2-1-17. CB 1701-01 – 2nd Reading - Adopt the Proposed Ordinance establishing rates for Everett sewer service and surface water management, rates for water and filtration for inside and outside City customers, rates for wholesale master meters, and repealing Ordinance Nos. 3417-14 (EMC 14.04.020) and 3299-12 (EMC 14.16.710-13).

Documents:

[CB 1701-01.pdf](#)

(3) CB 1701-02 – 2nd Reading – Adopt the Proposed Ordinance relating to the New Job Tax Credit and adding a new provision to EMC 3.24.105 (Ord. 3175-10) (3rd and final reading on February 1, 2017).

Documents:

[CB 1701-02.pdf](#)

(4) CB 1701-03 – 2nd Reading – Adopt the Proposed Ordinance amending Ordinance No. 3479-16, which created a Special Improvement Project entitled "Forest Park Swim

Center Capital Improvements Project”, Fund 354, Program 048, to accumulate all costs for the improvement project in the additional amount of \$200,000. (3rd and final reading on February 1, 2017).

Documents:

[CB 1701-03.pdf](#)

(5) CB 1701-04 – 2nd Reading – Adopt the Proposed Ordinance closing a Special Improvement Project entitled “Wiggums Hollow Park Restroom Replacement”, Fund 354, Program 046 as established by Ordinance No. 3473-15 (3rd and final reading on 2-1-17)

Documents:

[CB 1701-04.pdf](#)

(6) CB 1701-05 – 2nd Reading – Adopt the Proposed Ordinance closing a Special Improvement Project entitled “South Everett Forest Preserve Recreational Improvements Project”, Fund 354, Program 047 as established by Ordinance No. 3477-16 (3rd and final reading on 2-1-17)

Documents:

[CB 1701-05.pdf](#)

CONSENT ITEMS:

(7) Adopt Resolution No. ____ authorizing claims against the City of Everett in the amount of \$2,533,366.87 for the period of January 7, 2017 through January 13, 2017.

Documents:

[res-121.pdf](#)

(8) Adopt Resolution No. ____ authorizing payroll claims against the City of Everett in the amount of \$4,821,313.84 for the period ending January 7, 2017.

Documents:

[payroll-77.pdf](#)

(9) Authorize the Call for Bids for the construction of Hayes Street Regulator and Combined Sewer Overflow Controls (Snohomish River Outfall 1, 2 and 3).

Documents:

[Hayes Street Regulator.pdf](#)

ACTION ITEMS:

(10) Authorize the Mayor to sign a Professional Services Agreement with Murray, Smith & Associates, Inc. to provide preliminary design services for the Reservoir 2 Replacement in the amount of \$393,135.

Documents:

[Reservoir 2 Replacement.pdf](#)

(11) Award the 2017 Biosolids Removal Project contract to American Process Group, Inc. in the amount of \$603,786.00.

Documents:

[American Process-2.pdf](#)

(12) Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with HDR Engineering, Inc. for the 2016 Water and Sewer Cost of Service Study, extending the completion date and providing for additional work in an amount not to exceed \$15,000.

Documents:

[HDR .pdf](#)

(13) Authorize the Mayor to sign a Professional Services Agreement with Black Box Network Services for NEC Telephone Network Maintenance in the amount of \$1,237,596.36 including Washington State Sales Tax.

Documents:

[NEC telephone Network.pdf](#)

(14) Approve the 2017 Cultural Arts Capital & Programming Grant Awards as designated, in an amount not to exceed \$40,000.

Documents:

[2017 Cultural Arts.pdf](#)

(15) Authorize the Mayor to sign Amendment No. 4 to the Agreement for Purchase and Sale of Real Property, in substantially the form provided for the former Smith Street Mill site.

Documents:

[Smith Street Mill.pdf](#)

(16) Authorize the Mayor to sign all necessary documents with the Washington State Parks and Recreation Commission regarding application, utilization and acceptance of the \$18,309.75 Federal Fiscal Year 2017 Marine Patrol Federal Financial Assistance Grant Program.

Documents:

[Boating Safety.pdf](#)

Executive Session

Adjourn

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EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

An Ordinance Regulating For-Hire Vehicles and Repealing the Existing For-Hire Ordinance Under Section 17.

<u>01/25/2017</u>	Briefing
_____	Proposed Action
_____	Consent
_____	Action
<u>01/25/2017</u>	First Reading
<u>02/01/2017</u>	Second Reading
<u>02/08/2017</u>	Third Reading
_____	Public Hearing
_____	Budget Advisory

COUNCIL BILL # CB1701-06
 Originating Department Legal
 Contact Person Katie Rathbun
 Phone Number (425) 257-7007
 FOR AGENDA OF 01/25/2017

Initialed by:
 Department Head _____
 CAA _____
 Council President _____

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
	Public Safety Committee		Legal, Police, Clerk's Office

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The city's current for-hire regulations (chapter 5.68 EMC) heavily regulate the taxicab industry with a strong focus on public safety. The current regulations require substantial City resources to administer and enforce. The current regulations, however, do not apply to transportation network companies (TNCs). TNCs are an emerging business model in the transportation service industry that pairs riders with drivers through digital networks (apps).

This proposed ordinance levels the playing field by repealing the existing for-hire regulations and establishing new regulations that apply to both taxicab companies and TNCs (and their vehicles and drivers). It moves away from a heavy regulatory framework requiring significant City resources, to putting the onus for regulatory compliance back onto the businesses in the industry. This ordinance continues to maintain a strong focus on safety, as do the current regulations.

Prior to presenting this ordinance to Council, the Public Safety considered a substantially similar version. Suggestions made by the Public Safety Committee have been incorporated into this proposed final version.

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance Regulating For-Hire Vehicles and Repealing the Existing For-Hire Ordinance Under Section 17.



ORDINANCE NO. ____

AN ORDINANCE Regulating For-Hire Vehicles and Repealing the Existing For-Hire Ordinance Under Section 17.

Whereas, current for-hire regulations (chapter 5.68 EMC) heavily regulate the taxicab industry with a framework focused on the safety and welfare of the general public; and

Whereas, the for-hire industry is rapidly changing with the introduction of transportation network companies (TNCs), a business model focused on transportation services that pairs riders with drivers through digital networks; and

Whereas, the city's for-hire regulations do not regulate TNCs; and

Whereas, the City Council finds that the city's for-hire regulations should be revised in a manner that TNCs and taxicab companies operate under an equivalent regulatory framework; and

Whereas, current regulations require significant hands-on regulation that, if they included TNCs, would substantially burden city resources without substantially improving public safety; and

Whereas, with the entry of TNCs into the for-hire market, the need for substantial city hands-on regulation has diminished and it is appropriate for the city to reduce its role in enforcing regulations of the for-hire industry and to largely shift the responsibility for regulatory compliance to the for-hire industry by requiring the for-hire industry to comply with and certify their compliance with a regulatory framework focused on safety; and

Whereas, City Council finds it appropriate to repeal chapter 5.68 EMC and adopt a new for-hire ordinance that will regulate taxicab companies and TNCs, and reduce industry-wide city regulatory requirements while maintaining a strong focus on the health, safety, and welfare of the general public;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Purpose

The purpose of this chapter is to address the regulation of taxicab companies and transportation network companies (TNC's), which constitute an important component of the city's transportation system, thus affecting the safety and welfare of the general public.

Section 2. Definitions

The following words and phrases when used in this chapter have the meanings as set forth herein:

- A. "City" means the city of Everett, a municipal corporation.
- B. "City clerk" means the city clerk for the city of Everett or the city clerk's designee.
- C. "EMC" means the Everett Municipal Code as enacted or subsequently amended.
- D. "Operating a taxicab company in the city" means a taxicab company connects a taxicab driver to a passenger by any means, including without limitation, through a dispatch system, digital network, or through a customer hail of a taxicab, for a trip originating in the city.
- E. "Operating a taxicab or TNC vehicle" means using a taxicab or TNC vehicle to transport any passenger or item of property for compensation from a point originating in the city.
- F. "Operating a TNC in the city" means a TNC uses its digital network to connect a TNC driver to a passenger for a trip originating in the city.
- G. "Person" and "he" and "she" means and includes any natural person, and in addition, a partnership, corporation, an unincorporated association, or a legal entity, unless a contrary intention plainly appears.
- H. "For-hire license" means a license issued to a taxicab company or TNC pursuant to this Ordinance.
- I. "Taxi," "taxicab" and "cab" means a motorized vehicle that is held out to the public as providing transportation to passengers or property:
 - 1. Where the route traveled, destination, or both route and destination is controlled by the passenger; and
 - 2. Where the fare is based on an amount recorded and indicated on a taximeter or a digital network used to connect passengers with drivers or by a special contract rate. A TNC vehicle is not a taxicab.

J. "Taxicab company" means any person operating one or more taxicabs other than or in addition to as a driver, regardless of the legal form of the entity and regardless of whether the taxicabs so operated are owned by the company, or leased, or owned by individual members of the entity.

K. "Taxicab driver" means a driver who uses a taxicab to transport passengers or property for compensation and that transportation is arranged through a taxicab company.

L. "Taximeter" means a device by which the charge for hire of a taxicab is mechanically and/or electronically measured or calculated based upon a combination of mileage traveled and time elapsed.

M. "Transportation Network Company" or "TNC" means a company that connects passengers with TNC drivers solely through a digital network. Additionally, TNC drivers use only personal vehicles to transport passengers for compensation between geographical points chosen by the passenger.

N. "TNC driver" means a driver who uses a personal vehicle to transport passengers or property for compensation and that transportation is arranged through a TNC's digital network.

O. "Transportation network company vehicle" or "TNC vehicle" means a personal motorized vehicle affiliated with or operating under the authority of a TNC where the fare is based on a digital network used to connect passengers with TNC drivers. A taxicab is not a TNC vehicle.

P. "Violations hearing examiner" means the office of the violations hearing examiner created pursuant chapter 1.20 EMC.

Section 3. Everett business license required

A. Each taxicab company and TNC must have a current and valid city business license issued pursuant to chapter 3.24 EMC to operate in the city.

B. Any TNC driver or taxicab driver who is an independent contractor affiliated with a TNC or taxicab company, must have a current and valid city business license issued pursuant to chapter 3.24 EMC to operate in the city.

Section 4. For-hire license required

A. Each taxicab company and TNC must have a valid and current for-hire license to operate in the city.

B. The city clerk may issue a for-hire license to a taxicab company or TNC provided that the taxicab company or TNC submits, on a form provided by the city, an affidavit

sworn under penalty of perjury that the taxicab company and its affiliated taxicab drivers or the TNC and its affiliated TNC drivers are in full compliance with this Ordinance, including without limitation, standards for vehicle safety, driver training and background, and insurance requirements.

C. Upon the submittal of a for-hire license application, the taxicab company or TNC shall submit a current list of drivers affiliated with the taxicab company or TNC who will be operating in the city pursuant to this Ordinance.

D. The for-hire license shall be effective for one year. The license shall expire on December 31 of each year in accordance with EMC 5.04.040.B.

E. The annual for-hire license fee shall be one thousand dollars (\$1000.00) and must be paid in full at the time of submitting a for-hire license application. In accordance with EMC 5.04.040.B, after July 31 of each year, the for-hire license fee shall be five hundred dollars (\$500.00).

F. The for-hire license will only become valid and effective when the city clerk has reviewed and approved the for-hire license application and the fee prescribed in this section has been paid.

Section 5. Taxicab and TNC driver requirements

A. In addition to other requirements set by this Ordinance or law, taxicab and TNC drivers shall comply with the following:

1. Only operate a taxicab or TNC vehicle for, or in affiliation with, a taxicab company or TNC that has a valid and current for-hire license issued pursuant to this Ordinance;

2. Be at least twenty-one (21) years old;

3. Have and hold in their possession a valid driver's license as required by the State of Washington;

4. Have held a valid driver's license in the United States for one (1) year immediately preceding the date authorized to drive for the affiliated taxicab company or TNC;

5. Have in force and hold in their possession any required vehicle registration(s) and documentation of automobile liability insurance required pursuant to section 9 of this Ordinance;

6. Have and hold in their possession a copy of their Everett business license issued pursuant to chapter 3.24 EMC.

7. Have not been convicted of, or been granted a deferred prosecution for, one (1) or more of the following crimes, or a crime in another jurisdiction including those outside of the state of Washington that is the substantial equivalent of any of the following crimes, during the previous seven (7) years:

a. Driving under the influence of an intoxicating liquor or any drug, or being in physical control of a vehicle while being under the influence of intoxicating liquor or any drug, or other alcohol or drug-related driving violation;

b. Reckless or negligent driving in the first degree;

c. Hit and run;

d. Assault or a violent, or serious violent offense;

e. Harassment as defined by EMC 10.23.050, but not including the crimes of First Degree Criminal Trespass, Second Degree Criminal Trespass, Criminal Mischief, or Interference with Property;

f. Gun-related violation;

g. Sexual offense;

h. Resisting arrest or attempting to elude a law enforcement officer;

i. Any felony;

j. Crimes involving fraud;

k. Crimes involving theft.

8. Are not required to be a registered sex offender; and

9. Have not been convicted of or found to have committed three (3) or more moving violations during any twelve (12) month period during the previous three (3) years. The twelve (12) month period will run from the date the driver was found to have committed the moving violation, not the date the incident occurred, if those dates are different.

Section 6. Taxicab company and TNC requirements

A. In addition to other requirements set by this Ordinance or law, each taxicab company and TNC must comply with the following:

1. Affirm that it and each person driving for the company meets all requirements set forth in this Ordinance based on a review of documented evidence collected by the company, and

2. Prior to permitting a person to act in the capacity of a taxicab or TNC driver, and annually thereafter, obtain and review a criminal background check report for such person. The criminal background check shall include a search of no less than seven years prior to the date of the current criminal background check. The criminal background check shall include a search of local, state, and national criminal history databases and national and state sex offender registries.

3. Implement and enforce a zero tolerance policy on the use (including prohibiting being under the influence) and possession of drugs (including without limitation, marijuana) or alcohol while operating a taxicab or TNC vehicle that is applicable to all taxicab and TNC drivers. Each taxicab company and TNC must provide notice of the zero tolerance policy on its website and in each taxicab or TNC vehicle, as well as the procedures to report a complaint. The taxicab company or TNC must immediately suspend a driver upon receipt of a passenger complaint alleging a violation of the zero tolerance policy. The suspension shall last the duration of the investigation. The investigation must include the collection and analysis of evidence in a manner that a reasonable person would find is likely to produce true and reliable results.

4. Revoke and deny a taxicab or TNC driver's authority to drive for the taxicab company or TNC if it finds that any driver requirement set forth in this Ordinance is no longer being met by the driver, and only reinstate his/her authority to drive for the company upon a finding by the company that all standards are again being met.

Section 7. Vehicle requirements

A. No TNC or taxicab vehicle may be more than ten (10) years old, provided that vehicles otherwise in compliance with this Ordinance, shall have two years from the effective date of this Ordinance to comply with this Section.

B. A taxicab and TNC vehicle must have a minimum of four doors, with two doors opening directly into the passenger seating area.

C. Taxicab vehicles using a taximeter to calculate a passenger's fare shall be inspected for accuracy by an independent party not employed by or associated with the taxicab company or any driver authorized to operate the taxicab vehicle in question within one (1) year prior to the taxicab company license application submittal date each year.

D. Safety Inspection. Each taxicab and TNC vehicle operating in the city must hold a valid certificate of safety issued by an independent motor vehicle mechanic not employed by or associated with a taxicab company or TNC or any driver authorized to operate the vehicle in question, and who is a certified National Institute of Automotive Service

Excellence (ASE) Master Mechanic in good standing with the ASE. Said certificate shall be based on the vehicle passing a vehicle safety inspection that meets the standards set forth below, and is performed within one (1) year prior to the taxicab company/TNC for-hire license application submittal date each year.

E. Inspection Standards. At a minimum, each vehicle inspection required pursuant to subsection A of this Section must consist of a confirmation of the safe operation of applicable vehicle systems and equipment, and a review of the vehicle's exterior and interior condition and cleanliness. The inspection shall include, but is not limited to, a check of the following systems and equipment:

1. Correction of any and all applicable motor vehicle recalls
2. Brake system
3. Alignment
4. Tires and wheel systems
5. Suspension
6. Steering system
7. Transmission
8. Fuel system
9. Exhaust system, compliance with emission standards
10. Belts and hoses
11. Fluids (motor oils, antifreeze, transmission and brake fluids)
12. Heater and air conditioning
13. Drive train and axles
14. Lighting systems and turn signals
15. Seat mechanisms and seat belts
16. Airbags
17. Door locks and windows
18. Hood and trunk latches
19. Speedometer and other gauges
20. Battery and cables
21. Cooling system
22. Horn
23. Wiring
24. Glass
25. Windshield and window glazing
26. Wipers and washers
27. Mirrors
28. Body component soundness
29. Vehicle frame (rebuilt vehicle)

F. Company Identification. While in service in the city, each taxicab and TNC vehicle shall be clearly marked to allow a passenger, governmental official or employee, or other member of the public to associate the vehicle with a licensed taxicab company or TNC, whichever applies, using uniform colors, markings and/or insignia that are in compliance with all other applicable federal, state, and local laws and regulations. At a

minimum, a person shall be able to associate the vehicle with a licensed taxicab company or TNC by viewing the front and rear of the vehicle.

Section 8. Operational requirements

A. While in service in the city, TNC drivers shall only transport passengers who have arranged transportation through a TNC's digital network and shall not solicit or accept street hails by persons seeking transportation.

B. TNC drivers may only transport passengers in the driver's personal vehicle.

C. A taxicab may be lawfully hailed by a passenger.

D. Taxicab vehicles using a taximeter to record a passenger's fare must provide the taxicab rates in a conspicuous area of the vehicle that is visible to passengers.

E. Taximeters used by taxicab vehicles must be placed in a conspicuous area of the vehicle that is visible to passengers.

F. Taximeters used by taxicab vehicles must accurately measure the rate advertised as required by subsection D of this section.

G. Taxicab vehicles using a taximeter to record a passenger's fare must display the taxicab's license plate number, the name of the taxicab company the taxicab is affiliated with, a photograph of the taxicab driver taken within the previous year, and the driver's first and last name. This information must be placed in a conspicuous area of the vehicle that is visible to passengers.

H. Prior to initiating the ride, each TNC and taxicab company using a digital network to secure the ride, must disclose up-front the estimated cost of the ride to the potential passenger through the company's digital network.

I. If not using a digital network to secure the ride, upon the request of a potential taxicab passenger, and prior to initiating a ride, the taxicab driver providing the ride shall disclose the estimated cost of the ride to the potential passenger.

J. Whenever demanded by the passenger, the driver of a taxicab or TNC vehicle shall deliver to the passenger at the time of payment, a written receipt of payment. The taxicab or TNC driver may provide an electronic or paper receipt. This receipt shall contain the name of the taxicab company or TNC and its contact information, the name of the driver, any and all items for which a charge is made, the total amount paid, and the date of payment.

K. The TNC or taxicab company using a digital network to secure the ride must display for the passenger, through its digital network, the first name and photograph of

the TNC or taxicab driver as well as the make, model, and license plate number of the TNC or taxicab vehicle.

L. Taxicab companies and TNCs may initiate dynamic market pricing if each passenger receives express written notice through the taxicab company's or TNC's digital network, or through an official taxicab company statement if no digital network is used to secure the ride, prior to the passenger accepting the ride. During periods of abnormal market disruptions, however, taxicab companies and TNCs companies may not initiate dynamic market pricing. For the purpose of these rules, "abnormal market disruptions" is defined as any change in the ground transportation market, whether actual or imminently threatened, resulting from stress of weather, natural disasters, failure or shortage of electric power or other source of energy, strike, civil order, war, military action, national or local emergency, or other cause of an abnormal disruption of the market which results in a declaration of a state of emergency by the Mayor of the city, or the governor of the State of Washington. "Dynamic market pricing" is defined as a pricing strategy that sets highly flexible prices for products or services based on current market demands.

Section 9. Insurance

A. Each TNC and TNC driver must comply with the automobile liability insurance requirements contained in chapter 48.177 RCW as enacted or subsequently amended.

B. Each taxicab company and taxicab driver must comply with the surety and automobile liability insurance requirements contained in chapter 46.72 RCW as enacted or subsequently amended.

C. Each taxicab and TNC driver shall maintain within his or her motor vehicle proof of insurance satisfying the requirements of this chapter. Such proof may be provided electronically.

Section 10. Registered agent required

Each taxicab company and TNC must maintain a registered agent for service of process in the State of Washington. The name, telephone number, and physical address of the registered agent shall be submitted to the city at the time of the license application. The taxicab company and TNC must notify the city in writing of any changes to its registered agent within seven (7) days of such change.

Section 11. Audit

A. Unless the city determines there are problems that merit additional audits, then not more than twice per calendar year, the city may audit each taxicab company's and TNC's records to review compliance with this Ordinance. Each audit will be limited to records relating to no more than twenty (20) randomly selected taxicab or TNC drivers operating a taxicab or TNC vehicle pursuant to this Ordinance. Drivers shall be randomly selected by the city. In the event the audit reveals discrepancies in the records

reviewed, the city may, in its sole discretion, audit all of the taxicab company's and TNC's records related to taxicab or TNC drivers operating in the city and compliance with this Ordinance.

B. For the purpose of the random selection of drivers for an audit pursuant to subsection A, upon the request of the city, a taxicab company or TNC shall, within five working days, provide the city a complete list of all drivers currently affiliated with the taxicab company or TNC and operating a taxicab or TNC vehicle pursuant to this Ordinance.

C. Each taxicab company and TNC must retain records providing evidence of compliance with this Ordinance for a minimum of six (6) years from effective date of their current for-hire license. Such records shall include, but are not limited to, driver's criminal and driving histories, vehicle inspection reports, proof of insurance for taxicab companies, TNCs, and their affiliated drivers, and records of all trips made by all drivers.

D. The audit shall occur at City Hall, 2930 Wetmore Avenue, Everett, Washington; provided that the city may in its discretion agree to an alternative location.

E. Notwithstanding the foregoing, the city may require each taxicab company and TNC to produce records at any time to investigate a specific complaint regarding compliance with this chapter.

Section 12. Revocation, suspension, or denial of for-hire license

A. A for-hire license may be revoked, suspended, or denied by the city clerk for any of the following reasons:

1. Failure to meet or maintain any of the requirements or qualifications set forth in this Ordinance;
2. A materially false statement contained in the application for the license;
3. Any violation of this Ordinance, including any violation by a taxicab or TNC driver affiliated with the for-hire license holder, whether or not the for-hire license holder knew or should have known of the violation;
4. Any violation of any other applicable federal, state, or city licensing or permit requirements.

B. Prior to any revocation, suspension, or denial of a taxicab company or TNC license, the city shall inform the license holder or applicant in the case of a denial, of their right to a hearing. Such hearing, if requested, shall be conducted prior to the implementation of any revocation, suspension, or denial.

C. A revocation of a taxicab or TNC license shall be effective for one year from the date the revocation becomes final and no taxicab company or TNC may obtain a for-hire license during the one year revocation. Following the one year revocation and consistent with this Ordinance, a taxicab company or TNC may obtain a for-hire license.

Section 13. Appeals

Within 15 calendar days after a notice of revocation, suspension, or denial of a for-hire license issued or denied pursuant to this Ordinance, the license holder/applicant of the revoked, suspended, or denied license may file a notice of appeal with the violations hearing examiner. The notice of appeal must be in writing, signed by a person authorized to make it, and must explain the grounds for the appeal. The notice of appeal must be addressed to the violations hearing examiner, "ATTENTION: City Clerk." Notice of the appeal hearing shall be given by delivering a copy of the hearing notice to the license holder or by mailing a copy thereof to the license holder at his last address as shown by the city clerk's license records, and the notice will be mailed or delivered at least five days before the date fixed for the hearing. The violations hearing examiner may affirm, reverse, or modify the decision of the city clerk. The hearing shall be in accordance with chapter 1.20 EMC and the violations hearing examiner's rules of procedure, if any. Where a provision of chapter 1.20 EMC or the rules of procedure conflict with this Ordinance, this Ordinance controls. The decision of the violations hearing examiner will be final. The decision of the violations hearing examiner may be appealed to Snohomish County Superior Court within 15 calendar days of the date of the decision.

Section 14. Enforcement

The city clerk shall have administrative authority to implement and enforce this ordinance. The city clerk may promulgate regulations not inconsistent with this Ordinance. By way of example, the city clerk may issue administrative subpoenas to implement the provisions of this chapter. The Everett police department shall have authority to enforce any provision of this ordinance, and nothing in this section shall be construed to abrogate or limit the jurisdiction of the Everett police department.

Section 15. Violations – Penalties

A. It is a violation of this Ordinance to fail to comply with or to be in conflict with any provision of this Ordinance. It shall be a separate offense for each and every day during which any violation of any of the provisions of this chapter is committed, continued, or permitted.

B. The person operating a taxicab company or TNC is also in violation of this Ordinance if the city notifies the taxicab company or TNC of a violation of this Ordinance committed by the taxicab company's or TNC's affiliated driver and the taxicab company or TNC fails to cure the violation within fifteen (15) days.

C. Pursuant to chapter 7.80 RCW, a person who violates this Ordinance for the first time in one twelve month period shall be deemed to have committed a class 1 civil infraction with a two hundred and fifty dollar penalty exclusive of statutory assessments.

D. Any person who violates any provision of this chapter two or more times in one twelve month period shall be guilty of a misdemeanor, and upon conviction of any such violation, such person shall be subject to a fine of not more than one thousand dollars or imprisonment for not more than ninety days, or both such fine and imprisonment. This subsection applies even if different provisions of this Ordinance are violated.

E. Any violation of any provision of this chapter constitutes a public nuisance which the city can abate by an action in county superior court. The costs of such action shall be taxed against the violator.

F. Penalty and enforcement provisions provided in this chapter are not exclusive, and the city may pursue any remedy or relief it deems appropriate.

Section 16. Effective date

Pursuant to section 3.4 of the City of Everett Charter, this ordinance will become effective upon 15 days after it is valid, except that a company subject to this Ordinance with a valid and current for-hire business license at the time this Ordinance becomes effective shall not be required to comply with section 4 of this Ordinance until such company's current for-hire license expires. Upon the expiration of such company's current for-hire business license and no later than August 1, 2017, the company shall comply with section 4 of this Ordinance in its entirety to continue to lawfully operate the company in the City. Notwithstanding the forgoing, a company with a valid and current for-hire business license at the time this Ordinance becomes effective, which the City revokes or suspends subsequent to the effective date of this Ordinance, shall be required to fully comply with section 4 of this Ordinance to thereafter lawfully operate in the City.

Section 17. Repealer

Ordinance 2297-98 (chapter 5.68 EMC), as amended, is hereby repealed, including all ordinances in conflict herewith.

Section 18. Severability

Should any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or its application to any person or situation, be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to any other person or situation. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, clauses, phrases or portions be declared invalid or unconstitutional.

Section 19. General duty

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.

Section 20. Savings

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

Section 21. Corrections

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

Ray Stephanson, Mayor

ATTEST:

CITY CLERK

Passed: _____

Valid: _____

Published: _____

Effective: _____

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

An Ordinance establishing rates for Everett sewer service and surface water management, rates for water and filtration for inside and outside City customers, rates for wholesale master meters, and repealing Ordinance Nos. 3417-14 (EMC 14.04.020) and 3299-12 (EMC 14.16.710-13)

1/11/17 Briefing
 _____ Proposed Action
 _____ Consent
 _____ Action
 1/11/17 First Reading
 1/18/17 Second Reading
 1/25/17 Third Reading
 _____ Public Hearing
 _____ Budget Advisory

COUNCIL BILL # CB1701-01
 Originating Department Public Works
 Contact Person Matt Welborn
 Phone Number 425-257-8974
 FOR AGENDA OF January 11, 2017

Initialed by:
 Department Head _____
 CAA db
 Council President _____

Location **Preceding Action** **Attachments** **Department(s) Approval**
 _____ Ordinance #3299-12 Ordinance Public Works
 _____ Ordinance #3417-14

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Everett Utilities has completed the 2016 water, filtration, sewer, and storm water cost of service study. The study indicates increased water and filtration charges are necessary to fund capital expenditures and to meet water quality, supply, regulatory and financial obligations of Everett Utilities.

Based on consumption of 1,000 cubic feet per month, water and filtration rates will increase annually from the current charge of **\$42.47** per month to **\$42.68** per month in 2017, **\$44.02** per month in 2018, **\$45.64** in 2019, and **\$47.45** in 2020.

Increased sewer and surface water charges are necessary to continue to aggressively maintain, replace, and expand utility infrastructure. Sewer rates will increase annually from the current Single-Family charge of **\$59.87** per month to **\$65.70** in 2017, **\$69.64** in 2018, **\$73.57** in 2019, and **\$77.11** in 2020. Surface water rates for non-sewered accounts will increase annually from the current single-family charge of **\$17.44** per month to **\$21.28** in 2017, **\$22.55** in 2018, **\$24.13** in 2019, and **\$25.94** in 2020.

The overall utility bill increase for a single-family customer using 1,000 cubic feet of water per month will be 5.68% in 2017, 4.7% in 2018, 4.72% in 2019, and 4.34% in 2020.

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance establishing rates for Everett sewer service and surface water management, rates for water and filtration for inside and outside City customers, rates for wholesale master meters, and repealing Ordinance Nos. 3417-14 (EMC 14.04.020) and 3299-12 (EMC 14.16.710-13).



ORDINANCE NO. _____

An ORDINANCE establishing rates for Everett sewer service and surface water management, rates for water and filtration for inside and outside City customers, rates for wholesale master meters, and repealing Ordinance Nos. 3417-14 (EMC 14.04.020) and 3299-12 (EMC 14.16.710-13).

WHEREAS, Ordinance 3417-14 was adopted on December 17, 2014 establishing current sewer and surface water management rates for Everett sewer customers; and

WHEREAS, Ordinance 3299-12 was adopted on November 21, 2012, establishing current water and filtration rates for Everett water customers; and

WHEREAS, the 2016 cost of service study has been completed; and

WHEREAS, to cover the cost of service, a general rate increase is necessary to cover operations, maintenance and capital expenditures; and

WHEREAS, the City Council finds that the charges herein are reasonable;

NOW, THEREFORE, the City of Everett does ordain:

Section 1: Effective March 1, 2017, and thereafter, service charges for the City of Everett sewer system are hereby fixed as follows:

A. Single family residence: \$65.70 per month

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.) the rate shall be computed in accordance with the following formula:

Sewer services charge per month = \$7.30 per 100 cubic feet of metered water consumption

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

The minimum monthly charge regardless of usage shall be \$65.70 per month.

C. Septage volume fees: \$0.2260 per gallon of discharge

Section 2: Effective March 1, 2017, and thereafter, service charges for City of Everett surface water management services are hereby assessed on all utility customers in Everett not being billed for sewer service as follows:

A. Single family residence: \$21.28 per month

(The monthly charge includes the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.). The rate shall be computed in accordance with the following formula:

Drainage service charge per month= \$2.364 per 100 cubic feet of metered water consumption

(The monthly charge includes the current state utility tax.)

The minimum monthly charge regardless of usage shall be \$21.28 per month.

Section 3: Effective January 1, 2018, and thereafter, service charges for the City of Everett sewer system are hereby fixed as follows:

A. Single family residence: \$69.65 per month

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.) the rate shall be computed in accordance with the following formula:

Sewer services charge per month = \$7.739 per 100 cubic feet of metered water consumption

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

The minimum monthly charge regardless of usage shall be \$69.65 per month.

C. Septage volume fees: \$0.2396 per gallon of discharge

Section 4: Effective January 1, 2018, and thereafter, service charges for City of Everett surface water management services are hereby assessed on all utility customers in Everett not being billed for sewer service as follows:

A. Single family residence: \$22.56 per month

(The monthly charge includes the current state utility tax.)

- B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.). The rate shall be computed in accordance with the following formula:

Drainage service charge per month= \$2.507 per 100 cubic feet of metered water consumption

(The monthly charge includes the current state utility tax.)

The minimum monthly charge regardless of usage shall be \$22.56 per month.

Section 5: Effective January 1, 2019, and thereafter, service charges for the City of Everett sewer system are hereby fixed as follows:

- A. Single family residence: \$73.58 per month

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

- B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.) the rate shall be computed in accordance with the following formula:

Sewer services charge per month = \$8.176 per 100 cubic feet of metered water consumption

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

The minimum monthly charge regardless of usage shall be \$73.58 per month.

- C. Septage volume fees: \$0.2516 per gallon of discharge

Section 6: Effective January 1, 2019, and thereafter, service charges for City of Everett surface water management services are hereby assessed on all utility customers in Everett not being billed for sewer service as follows:

- A. Single family residence: \$24.14 per month

(The monthly charge includes the current state utility tax.)

- B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.). The rate shall be computed in accordance with the following formula:

Drainage service charge per month= \$2.682 per 100 cubic feet of metered water consumption

(The monthly charge includes the current state utility tax.)

The minimum monthly charge regardless of usage shall be \$24.14 per month.

Section 7: Effective January 1, 2020, and thereafter, service charges for the City of Everett sewer system are hereby fixed as follows:

A. Single family residence: \$77.12 per month

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.) the rate shall be computed in accordance with the following formula:

Sewer services charge per month = \$8.569 per 100 cubic feet of metered water consumption

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

The minimum monthly charge regardless of usage shall be \$77.12 per month.

C. Septage volume fees: \$0.2604 per gallon of discharge

Section 8: Effective January 1, 2020, and thereafter, service charges for City of Everett surface water management services are hereby assessed on all utility customers in Everett not being billed for sewer service as follows:

A. Single family residence: \$25.95 per month

(The monthly charge includes the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.). The rate shall be computed in accordance with the following formula:

Drainage service charge per month = \$2.883 per 100 cubic feet of metered water consumption

(The monthly charge includes the current state utility tax.)

The minimum monthly charge regardless of usage shall be \$25.95 per month.

Section 9: Effective March 1, 2017, and thereafter, the monthly water rates and charges, monthly minimum charges, filtration charges, and provisions relating to rates and charges throughout the water system shall be as follows:

A. Within City Limits

1. Fixed rate accounts – minimum monthly water charge	\$36.50
Filtration Charge	6.18
Total Fixed Rate	\$42.68

2. a. Domestic metered rates – water charge:	
First 500 cu. Ft., 0-500 cu. Ft.	\$18.25
Over 500 cu. Ft.	\$3.65 per 100 cu. Ft.

b. In addition, there shall be added a filtration charge of \$0.618 per 100 cu. ft., \$3.09 per month minimum.

c. The following minimum monthly charge shall apply to all Residential metered services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	500	\$18.25	\$3.09	\$21.34
1 inch	1,000	\$36.50	\$6.18	\$42.68
2 inch	1,200	\$43.80	\$7.42	\$51.22
Over 2 inch	1,600	\$58.40	\$9.89	\$68.29

3. a. Commercial/Industrial/Governmental metered rates – water charge:

First	600 cu. ft., 0-600 cu. ft.	\$21.90
Next	2,400 cu. ft., 600-3,000 cu. ft.	\$3.65 per 100 cu. ft.
Next	12,000 cu. ft., 3,000-15,000 cu. ft.	\$2.39 per 100 cu. ft.
Over	15,000 cu. ft.	\$1.36 per 100 cu. ft.

b. In addition, there shall be added a filtration charge of \$0.618 per 100 cu. ft., \$3.71 per month minimum. All wholesale customers shall be assessed a 20% rate multiplier on the water charge. No multiplier shall be assessed on the filtration charge.

c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$21.90	\$3.71	\$25.61
1 inch	1,000	\$36.50	\$6.18	\$42.68
2 inch	1,200	\$43.80	\$7.42	\$51.22
Over 2 inch	1,600	\$58.40	\$9.89	\$68.29

4. a. Irrigation metered rates – water charge:

First	600 cu. ft., 0-600 cu. ft.	\$25.08
Next	2,400 cu. ft., 600-3,000 cu. ft.	\$4.18 per 100 cu. ft.
Next	12,000 cu. ft., 3,000-15,000 cu. ft.	\$2.64 per 100 cu. ft.
Over	15,000 cu. ft.	\$1.95 per 100 cu. ft.

b. In addition, there shall be added a filtration charge of \$0.618 per 100 cu. ft., \$3.71 per month minimum.

c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$25.08	\$3.71	\$28.79
1 inch	1,000	\$41.80	\$6.18	\$47.98
2 inch	1,200	\$50.16	\$7.42	\$57.58
Over 2 inch	1,600	\$66.88	\$9.89	\$76.77

5. a. City installed service connection charges:

5/8 x 3/4 inch	\$2,900.00 each
1 inch	\$2,900.00
2 inch	\$4,402.00

b. Service connection installations larger than the two-inch size shall be charged at the actual cost of the complete installation.

c. Said charges include a \$84 non-refundable application fee. Service connection applications shall be valid only for 180 days from date of issue unless work is in progress or a reasonable time extension is granted by the Public Works Director,

Service connection charges (less said non-refundable application fee) may be refunded to the applicant in the event that refund is requested within one year from the date of issue.

d. Developer installed connection charges:

5/8 x 3/4 inch	\$480.00 each
1 inch	\$560.00
2 inch	\$990.00

6. Special Charges:

a. Turn-on for restart of service	\$31.00 each
b. Shut-off requested for premises where customer's stop and waste valve should have been used	\$59.00 each
c. Turn-on and shut-off requested for a time other than regular hours	\$168.00 per call out
d. Meter testing: All meters regardless of size in shop testing with 1 hour minimum	\$168.00 per hour
Using meter test van with 3-hour minimum	\$504.00 per hour
e. Destroying or removing lock on meter	\$77.00
f. Illegal turn-on, tampering of water service or illegal connection (Plus costs of repairs)	\$180.00
g. Lien processing fee	\$150.00
h. New account setup charge	\$38.00
i. Locate and mark City water shut-off valve	\$59.00
j. Temporary shut-off/turn-on	\$59.00
k. Temporary shut-off/turn-on (Vault Entry)	\$118.00
l. Failure to return a city owned water service key	\$77.00
m. Returned check fee	\$33.00

- n. Hang notice for delinquent account \$31.00
- o. Illegal taking of water from a fire hydrant \$1,000.00
- p. Non-compliance with annual back-flow testing \$50.00 per month
- q. Construction Meters
 - Deposit \$1,500.00
 - Usage per CCF \$4.27 per ccf
- r. Hydrant Permit
 - Deposit \$100.00
 - Monthly fee based on projected usage
 - Low (0 to 30,000 gallons/month) \$100.00
 - Medium (30,001 to 60,000 gallons/month) \$200.00
 - High (over 60,000 gallons/month) \$400.00
- s. Dormant Inspection \$60.00
- t. Should a customer receive a “past due letter” for failure to pay by the due date, a late fee equal to 5% of the payment past due will be assessed on all amounts in arrears at the time of each monthly billing
- u. When a permit for an Irrigation service for a single family home is issued that is currently on a flat rate service, the customer will be required to change to a metered service

7. Fire Service. The rates for water supplied exclusively for fire protection purposes shall be deemed service charges and shall be for any one month, or fractional part thereof, as follows:

<u>Size of Service</u>	<u>Service Charge</u>
2 inches	\$13.50
3 inches	\$18.50
4 inches	\$23.50
6 inches	\$34.00

8 inches	\$44.25
10 inches	\$55.75
12 inches	\$64.50

B. Outside the City Limits

1. Individual Meters Outside of the City Limits. The consumption and minimum monthly water charges for individual metered services outside the City limits shall be computed in the same manner as for Residential metered customers within the City and then a multiplier of twenty-five percent of this amount shall be added to the water charge so computed. In addition, a charge of \$0.68 per 100 cu. ft. or \$4.08 minimum filtration charge shall be added to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

2. Master Meters

a. Master meter rates shall be required for water districts, water associations or other organizations providing water service to 16 or more permanent services. Organizations serving less than 16 services and all other customers shall be charged at the individual meter rate.

b. The consumption charges for master meters shall be as follows:

i. For master meters connected east of the Snohomish River, the water charge shall be:

Meter Charge	\$407.23 per meter/ per month
Water Charge (exclusive of meter charge)	.5707 per 100 cu. ft.

In addition to said water charge there shall be added a twenty percent rate multiplier to the water charge and a filtration charge of \$0.68 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

ii. For master meters connected west of the Snohomish River, the water charge shall be the same as the Commercial/Industrial/Governmental water rate.

In addition to said water charge and applicable meter charge, there shall be added a twenty percent rate multiplier and a filtration charge of \$0.68 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the meter charge or the filtration charge.

3. Service Connection Charges. Service connection installations outside the City limits of all sizes shall be charged at the actual cost of the complete installation but in no event

shall the charge for a three-quarter inch, a one-inch or a two-inch service be less than the amount charged for service connections within the City limits.

4. Delinquent Penalty and Special Charges. The delinquent penalty and special charges as set forth in Section 9 plus a multiplier of twenty-five percent, shall apply to customers outside the City limits.

Section 10: Effective January 1, 2018, and thereafter, the monthly water rates and charges, monthly minimum charges, filtration charges, and provisions relating to rates and charges throughout the water system shall be as follows:

A. Within City Limits

1. Fixed rate accounts – minimum monthly water charge \$37.41
 Filtration Charge 6.61
 Total Fixed Rate \$44.02

2. a. Domestic metered rates – water charge:

First 500 cu. Ft., 0-500 cu. Ft.	\$18.71
Over 500 cu. Ft.	\$3.74 per 100 cu. Ft.

b. In addition, there shall be added a filtration charge of \$0.661 per 100 cu. ft., \$3.31 per month minimum.

c. The following minimum monthly charge shall apply to all Residential metered services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	500	\$18.71	\$3.31	\$22.02
1 inch	1,000	\$37.41	\$6.61	\$44.02
2 inch	1,200	\$44.90	\$7.93	\$52.83
Over 2 inch	1,600	\$59.86	\$10.58	\$70.44

3. a. Commercial/Industrial/Governmental metered rates – water charge:

First	600 cu. ft., 0-600 cu. ft.	\$22.45
Next	2,400 cu. ft., 600-3,000 cu. ft.	\$3.74 per 100 cu. ft.
Next	12,000 cu. ft., 3,000-15,000 cu. ft.	\$2.45 per 100 cu. ft.
Over	15,000 cu. ft.	\$1.39 per 100 cu. ft.

- b. In addition, there shall be added a filtration charge of \$0.661 per 100 cu. ft., \$3.97 per month minimum. All wholesale customers shall be assessed a 20% rate multiplier on the water charge. No multiplier shall be assessed on the filtration charge.
- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$22.45	\$3.97	\$26.42
1 inch	1,000	\$37.41	\$6.61	\$44.02
2 inch	1,200	\$44.90	\$7.93	\$52.83
Over 2 inch	1,600	\$59.86	\$10.58	\$70.44

4. a. Irrigation metered rates – water charge:

First	600 cu. ft., 0-600 cu. ft.	\$25.71
Next	2,400 cu. ft., 600-3,000 cu. ft.	\$4.28 per 100 cu. ft.
Next	12,000 cu. ft., 3,000-15,000 cu. ft.	\$2.71 per 100 cu. ft.
Over	15,000 cu. ft.	\$2.00 per 100 cu. ft.

- b. In addition, there shall be added a filtration charge of \$0.661 per 100 cu. ft., \$3.97 per month minimum.
- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$25.71	\$3.97	\$29.68
1 inch	1,000	\$42.85	\$6.61	\$49.46
2 inch	1,200	\$51.41	\$7.93	\$59.34
Over 2 inch	1,600	\$68.55	\$10.58	\$79.13

5. a. City installed service connection charges:

5/8 x 3/4 inch	\$3,016.00 each
1 inch	\$3,016.00
2 inch	\$4,450.00

b. Service connection installations larger than the two-inch size shall be charged at the actual cost of the complete installation.

c. Said charges include an \$87 non-refundable application fee. Service connection applications shall be valid only for 180 days from date of issue unless work is in progress or a reasonable time extension is granted by the Public Works Director, Service connection charges (less said non-refundable application fee) may be refunded to the applicant in the event that refund is requested within one year from the date of issue.

d. Developer installed connection charges:

5/8 x 3/4 inch	\$ 500.00 each
1 inch	\$ 582.00
2 inch	\$1,030.00

6. Special Charges:

a. Turn-on for restart of service	\$31.00 each
b. Shut-off requested for premises where customer's stop and waste valve should have been used	\$59.00 each
c. Turn-on and shut-off requested for a time other than regular hours	\$168.00 per call out
d. Meter testing: All meters regardless of size in shop testing with 1 hour minimum	\$168.00 per hour
Using meter test van with 3-hour minimum	\$504.00 per hour
e. Destroying or removing lock on meter	\$77.00
f. Illegal turn-on, tampering of water service or illegal connection (Plus cost of repairs)	\$180.00
g. Lien processing fee	\$150.00
h. New account setup charge	\$38.00
i. Locate and mark City water shut-off valve	\$59.00
j. Temporary shut-off/turn-on	\$59.00
k. Temporary shut-off/turn-on (Vault Entry)	\$118.00

- l. Failure to return a city owned water service key \$77.00
- m. Returned check fee \$33.00
- n. Hang notice for delinquent account \$31.00
- o. Illegal taking of water from a fire hydrant \$1,000.00
- p. Non-compliance with annual back-flow testing \$50.00 per month
- q. Construction Meters
 - Deposit \$1,500.00
 - Usage per CCF \$4.40 per ccf
- r. Hydrant Permit
 - Deposit \$100.00
 - Monthly fee based on projected usage
 - Low (0 to 30,000 gallons/month) \$100.00
 - Medium (30,001 to 60,000 gallons/month) \$200.00
 - High (over 60,000 gallons/month) \$400.00
- s. Dormant Inspection \$60.00
- t. Should a customer receive a "past due letter" for failure to pay by the due date, a late fee equal to 5% of the payment past due will be assessed on all amounts in arrears at the time of each monthly billing
- u. When a permit for an Irrigation service for a single family home is issued that is currently on a flat rate service, the customer will be required to change to a metered service

7. Fire Service. The rates for water supplied exclusively for fire protection purposes shall be deemed service charges and shall be for any one month, or fractional part thereof, as follows:

<u>Size of Service</u>	<u>Service Charge</u>
2 inches	\$13.84
3 inches	\$18.96
4 inches	\$24.09

6 inches	\$34.85
8 inches	\$45.36
10 inches	\$57.14
12 inches	\$66.11

B. Outside the City Limits

1. Individual Meters Outside of the City Limits. The consumption and minimum monthly water charges for individual metered services outside the City limits shall be computed in the same manner as for Residential metered customers within the City and then a multiplier of twenty-five percent of this amount shall be added to the water charge so computed. In addition, a charge of \$0.728 per 100 cu. ft. or \$4.37 minimum filtration charge shall be added to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

2. Master Meters

a. Master meter rates shall be required for water districts, water associations or other organizations providing water service to 16 or more permanent services. Organizations serving less than 16 services and all other customers shall be charged at the individual meter rate.

b. The consumption charges for master meters shall be as follows:

i. For master meters connected east of the Snohomish River, the water charge shall be:

Meter Charge	\$407.23 per meter/ per month
Water Charge (exclusive of meter charge)	.5707 per 100 cu. ft.

In addition to said water charge there shall be added a twenty percent rate multiplier to the water charge and a filtration charge of \$0.728 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

ii. For master meters connected west of the Snohomish River, the water charge shall be the same as the Commercial/Industrial/Governmental water rate.

In addition to said water charge and applicable meter charge, there shall be added a twenty percent rate multiplier and a filtration charge of \$0.728 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added

to the meter charge or the filtration charge.

3. Service Connection Charges. Service connection installations outside the City limits of all sizes shall be charged at the actual cost of the complete installation but in no event shall the charge for a three-quarter inch, a one-inch or a two-inch service be less than the amount charged for service connections within the City limits.
4. Delinquent Penalty and Special Charges. The delinquent penalty and special charges as set forth in Section 10 plus a multiplier of twenty-five percent, shall apply to customers outside the City limits.

Section 11: Effective January 1, 2019, and thereafter, the monthly water rates and charges, monthly minimum charges, filtration charges, and provisions relating to rates and charges throughout the water system shall be as follows:

A. Within City Limits

1. Fixed rate accounts – minimum monthly water charge \$38.53
 Filtration Charge 7.11
 Total Fixed Rate \$45.64

2. a. Domestic metered rates – water charge:

First 500 cu. Ft., 0-500 cu. Ft.	\$19.27
Over 500 cu. Ft.	\$3.85 per 100 cu. Ft.

b. In addition, there shall be added a filtration charge of \$0.711 per 100 cu. ft., \$3.56 per month minimum.

c. The following minimum monthly charge shall apply to all Residential metered services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	500	\$19.27	\$3.56	\$22.83
1 inch	1,000	\$38.53	\$7.11	\$45.64
2 inch	1,200	\$46.25	\$8.53	\$54.78
Over 2 inch	1,600	\$61.66	\$11.38	\$73.04

3. a. Commercial/Industrial/Governmental metered rates – water charge:

First	600 cu. ft., 0-600 cu. ft.	\$23.12
Next	2,400 cu. ft., 600-3,000 cu. ft.	\$3.85 per 100 cu. ft.

Next 12,000 cu. ft., 3,000-15,000 cu. ft. \$2.52 per 100 cu. ft.
 Over 15,000 cu. ft. \$1.43 per 100 cu. ft.

- b. In addition, there shall be added a filtration charge of \$0.711 per 100 cu. ft., \$4.27 per month minimum. All wholesale customers shall be assessed a 20% rate multiplier on the water charge. No multiplier shall be assessed on the filtration charge.
- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$23.12	\$4.27	\$27.39
1 inch	1,000	\$38.53	\$7.11	\$45.64
2 inch	1,200	\$46.25	\$8.53	\$54.78
Over 2 inch	1,600	\$61.66	\$11.38	\$73.04

4. a. Irrigation metered rates – water charge:

First 600 cu. ft., 0-600 cu. ft. \$26.48
 Next 2,400 cu. ft., 600-3,000 cu. ft. \$4.41 per 100 cu. ft.
 Next 12,000 cu. ft., 3,000-15,000 cu. ft. \$2.79 per 100 cu. ft.
 Over 15,000 cu. ft. \$2.06 per 100 cu. ft.

- b. In addition, there shall be added a filtration charge of \$0.711 per 100 cu. ft., \$4.27 per month minimum.
- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$26.48	\$4.27	\$30.75
1 inch	1,000	\$44.14	\$7.11	\$51.25
2 inch	1,200	\$52.95	\$8.53	\$61.48
Over 2 inch	1,600	\$70.61	\$11.37	\$81.98

5. a. City installed service connection charges:

5/8 x 3/4 inch	\$3,135.00 each
1 inch	\$3,135.00
2 inch	\$4,625.00

b. Service connection installations larger than the two-inch size shall be charged at the actual cost of the complete installation.

c. Said charges include an \$91 non-refundable application fee. Service connection applications shall be valid only for 180 days from date of issue unless work is in progress or a reasonable time extension is granted by the Public Works Director. Service connection charges (less said non-refundable application fee) may be refunded to the applicant in the event that refund is requested within one year from the date of issue.

d. Developer installed connection charges:

5/8 x 3/4 inch	\$ 520.00 each
1 inch	\$ 605.00
2 inch	\$1,071.00

6. Special Charges:

- | | |
|--|-----------------------|
| a. Turn-on for restart of service | \$34.00 each |
| b. Shut-off requested for premises where customer's stop and waste valve should have been used | \$64.00 each |
| c. Turn-on and shut-off requested for a time other than regular hours | \$175.00 per call out |
| d. Meter testing: All meters regardless of size in shop testing with 1 hour minimum | \$175.00 per hour |
| Using meter test van with 3-hour minimum | \$525.00 per hour |
| e. Destroying or removing lock on meter | \$80.00 |

f.	Illegal turn-on, tampering of water service or illegal connection (Plus cost of repairs)	\$195.00
g.	Lien processing fee	\$150.00
h.	New account setup charge	\$38.00
i.	Locate and mark City water shut-off valve	\$64.00
j.	Temporary shut-off/turn-on	\$64.00
k.	Temporary shut-off/turn-on (Vault Entry)	\$128.00
l.	Failure to return a city owned water service key	\$80.00
m.	Returned check fee	\$33.00
n.	Hang notice for delinquent account	\$34.00
o.	Illegal taking of water from a fire hydrant	\$1,000.00
p.	Non-compliance with annual back-flow testing	\$50.00 per month
q.	Construction Meters	
	Deposit	\$1,500.00
	Usage per CCF	\$4.56 per ccf
r.	Hydrant Permit	
	Deposit	\$100.00
	Monthly fee based on projected usage	
	Low (0 to 30,000 gallons/month)	\$100.00
	Medium (30,001 to 60,000 gallons/month)	\$200.00
	High (over 60,000 gallons/month)	\$400.00
s.	Dormant Inspection	\$65.00
t.	Should a customer receive a "past due letter" for failure to pay by the due date, a late fee equal to 5% of the payment past due will be assessed on all amounts in arrears at the time of each monthly billing	

- u. When a permit for an Irrigation service for a single family home is issued that is currently on a flat rate service, the customer will be required to change to a metered service

7. Fire Service. The rates for water supplied exclusively for fire protection purposes shall be deemed service charges and shall be for any one month, or fractional part thereof, as follows:

<u>Size of Service</u>	<u>Service Charge</u>
2 inches	\$14.26
3 inches	\$19.53
4 inches	\$24.81
6 inches	\$35.90
8 inches	\$46.72
10 inches	\$58.85
12 inches	\$68.09

B. Outside the City Limits

1. Individual Meters Outside of the City Limits. The consumption and minimum monthly water charges for individual metered services outside the City limits shall be computed in the same manner as for Residential metered customers within the City and then a multiplier of twenty-five percent of this amount shall be added to the water charge so computed. In addition, a charge of \$0.782 per 100 cu. ft. or \$4.70 minimum filtration charge shall be added to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

2. Master Meters

- a. Master meter rates shall be required for water districts, water associations or other organizations providing water service to 16 or more permanent services. Organizations serving less than 16 services and all other customers shall be charged at the individual meter rate.

- b. The consumption charges for master meters shall be as follows:

- i. For master meters connected east of the Snohomish River, the water charge shall be:

Meter Charge	\$407.23 per meter/ per month
Water Charge (exclusive of meter charge)	.5707 per 100 cu. ft.

In addition to said water charge there shall be added a twenty percent rate Multiplier to the water charge and a filtration charge of \$0.782 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

- ii. For master meters connected west of the Snohomish River, the water charge shall be the same as the Commercial/Industrial/Governmental water rate.

In addition to said water charge and applicable meter charge, there shall be added a twenty percent rate multiplier and a filtration charge of \$0.782. per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the meter charge or the filtration charge.

- 3. Service Connection Charges. Service connection installations outside the City limits of all sizes shall be charged at the actual cost of the complete installation but in no event shall the charge for a three-quarter inch, a one-inch or a two-inch service be less than the amount charged for service connections within the City limits.
- 4. Delinquent Penalty and Special Charges. The delinquent penalty and special charges as set forth in Section 11 plus a multiplier of twenty-five percent, shall apply to customers outside the City limits.

Section 12: Effective January 1, 2020, and thereafter, the monthly water rates and charges, monthly minimum charges, filtration charges, and provisions relating to rates and charges throughout the water system shall be as follows:

A. Within City Limits

- 1. Fixed rate accounts – minimum monthly water charge \$39.88
 Filtration Charge 7.57
 Total Fixed Rate \$47.45
- 2. a. Domestic metered rates – water charge:
 - First 500 cu. Ft., 0-500 cu. Ft. \$19.94
 - Over 500 cu. Ft. \$3.98 per 100 cu. Ft.
- b. In addition, there shall be added a filtration charge of \$0.757 per 100 cu. ft., \$3.79 per month minimum.
- c. The following minimum monthly charge shall apply to all Residential metered services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	500	\$19.94	\$3.79	\$23.73
1 inch	1,000	\$39.88	\$7.75	\$47.63
2 inch	1,200	\$47.87	\$9.08	\$56.95
Over 2 inch	1,600	\$63.82	\$12.11	\$75.93

3. a. Commercial/Industrial/Governmental metered rates – water charge:

First	600 cu. ft., 0-600 cu. ft.	\$23.93
Next	2,400 cu. ft., 600-3,000 cu. ft.	\$3.98 per 100 cu. ft.
Next	12,000 cu. ft., 3,000-15,000 cu. ft.	\$2.61 per 100 cu. ft.
Over	15,000 cu. ft.	\$1.48 per 100 cu. ft.

b. In addition, there shall be added a filtration charge of \$0.757 per 100 cu. ft., \$4.54 per month minimum. All wholesale customers shall be assessed a 20% rate multiplier on the water charge. No multiplier shall be assessed on the filtration charge.

c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$23.93	\$4.54	\$28.47
1 inch	1,000	\$39.88	\$7.75	\$47.63
2 inch	1,200	\$47.87	\$9.08	\$56.95
Over 2 inch	1,600	\$63.82	\$12.11	\$75.93

4. a. Irrigation metered rates – water charge:

First	600 cu. ft., 0-600 cu. ft.	\$27.41
Next	2,400 cu. ft., 600-3,000 cu. ft.	\$4.56 per 100 cu. ft.
Next	12,000 cu. ft., 3,000-15,000 cu. ft.	\$2.89 per 100 cu. ft.
Over	15,000 cu. ft.	\$2.13 per 100 cu. ft.

b. In addition, there shall be added a filtration charge of \$0.757 per 100 cu. ft., \$4.54 per month minimum.

c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$27.41	\$4.54	\$31.95
1 inch	1,000	\$45.68	\$7.57	\$53.25
2 inch	1,200	\$54.80	\$9.08	\$63.88
Over 2 inch	1,600	\$73.08	\$12.11	\$85.19

5. a. City installed service connection charges:

5/8 x 3/4 inch	\$3,260.00 each
1 inch	\$3,260.00
2 inch	\$4,810.00

b. Service connection installations larger than the two-inch size shall be charged at the actual cost of the complete installation.

c. Said charges include an \$95 non-refundable application fee. Service connection applications shall be valid only for 180 days from date of issue unless work is in progress or a reasonable time extension is granted by the Public Works Director. Service connection charges (less said non-refundable application fee) may be refunded to the applicant in the event that refund is requested within one year from the date of issue.

d. Developer installed connection charges:

5/8 x 3/4 inch	\$ 540.00 each
1 inch	\$ 630.00
2 inch	\$1,115.00

6. Special Charges:

- | | |
|--|-----------------------|
| a. Turn-on for restart of service | \$34.00 each |
| b. Shut-off requested for premises where customer's stop and waste valve should have been used | \$64.00 each |
| c. Turn-on and shut-off requested for a time other than regular hours | \$175.00 per call out |

d.	Meter testing: All meters regardless of size in shop testing with 1 hour minimum	\$175.00 per hour
	Using meter test van with 3-hour minimum	\$525.00 per hour
e.	Destroying or removing lock on meter	\$80.00
f.	Illegal turn-on, tampering of water service or illegal connection (Plus cost of repairs)	\$195.00
g.	Lien processing fee	\$150.00
h.	New account setup charge	\$38.00
i.	Locate and mark City water shut-off valve	\$64.00
j.	Temporary shut-off/turn-on	\$64.00
k.	Temporary shut-off/turn-on (Vault Entry)	\$128.00
l.	Failure to return a city owned water service key	\$80.00
m.	Returned check fee	\$33.00
n.	Hang notice for delinquent account	\$34.00
o.	Illegal taking of water from a fire hydrant	\$1,000.00
p.	Non-compliance with annual back-flow testing	\$50.00 per month
q.	Construction Meters	
	Deposit	\$1,500.00
	Usage per CCF	\$4.74 per ccf
r.	Hydrant Permit	
	Deposit	\$100.00
	Monthly fee based on projected usage	
	Low (0 to 30,000 gallons/month)	\$100.00
	Medium (30,001 to 60,000 gallons/month)	\$200.00
	High (over 60,000 gallons/month)	\$400.00
s.	Dormant Inspection	\$65.00

- t. Should a customer receive a “past due letter” for failure to pay by the due date, a late fee equal to 5% of the payment past due will be assessed on all amounts in arrears at the time of each monthly billing
 - u. When a permit for an Irrigation service for a single family home is issued that is currently on a flat rate service, the customer will be required to change to a metered service
8. Fire Service. The rates for water supplied exclusively for fire protection purposes shall be deemed service charges and shall be for any one month, or fractional part thereof, as follows:

<u>Size of Service</u>	<u>Service Charge</u>
2 inches	\$14.76
3 inches	\$20.21
4 inches	\$25.68
6 inches	\$37.16
8 inches	\$48.36
10 inches	\$60.91
12 inches	\$70.47

B. Outside the City Limits

- 1. Individual Meters Outside of the City Limits. The consumption and minimum monthly water charges for individual metered services outside the City limits shall be computed in the same manner as for Residential metered customers within the City and then a multiplier of twenty-five percent of this amount shall be added to the water charge so computed. In addition, a charge of \$0.834 per 100 cu. ft. or \$5.00 minimum filtration charge shall be added to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.
- 2. Master Meters
 - a. Master meter rates shall be required for water districts, water associations or other organizations providing water service to 16 or more permanent services. Organizations serving less than 16 services and all other customers shall be charged at the individual meter rate.
 - b. The consumption charges for master meters shall be as follows:
 - i. For master meters connected east of the Snohomish River, the water charge shall be:

Meter Charge	\$407.23 per meter/ per month
Water Charge (exclusive of meter charge)	.5707 per 100 cu. ft.

In addition to said water charge there shall be added a twenty percent rate Multiplier to the water charge and a filtration charge of \$0.834 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

- ii. For master meters connected west of the Snohomish River, the water charge shall be the same as the Commercial/Industrial/Governmental water rate.

In addition to said water charge and applicable meter charge, there shall be added a twenty percent rate multiplier and a filtration charge of \$0.834 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the meter charge or the filtration charge.

- 3. Service Connection Charges. Service connection installations outside the City limits of all sizes shall be charged at the actual cost of the complete installation but in no event shall the charge for a three-quarter inch, a one-inch or a two-inch service be less than the amount charged for service connections within the City limits.
- 4. Delinquent Penalty and Special Charges. The delinquent penalty and special charges as set forth in Section 12 plus a multiplier of twenty-five percent, shall apply to customers outside the City limits.

Section 13: Where the use of water is such that a portion of all the water delivered to the customer does not discharge into a City sewer due to commercial or industrial use, such as loss by evaporation or any other cause or use in manufactured products, such as ice, canned goods, beverages and the like, no sewer service charge shall be made because of water so used or lost: provided however, the water user shall provide proof as to the amount of sewage discharge and/or install a meter or other measuring device approved by the City Engineer to determine either the amount of sewage discharge or the amount of water used or lost.

Section 14: Where a non-residential metered water customer can demonstrate that its consumption of water is now and will be substantially in excess of surface water impact, the Public Works Director is authorized to adjust the charges for water quality protection and enhancement to adequately reflect any excessive disparity. The burden of proof shall be on the applicant for any adjustment and adjustment shall not be retroactive. The Public Works Director shall develop criteria and procedures for such review.

Section 15: The City of Everett will review the sewer system user charges at least annually and revise the rates as necessary to ensure that adequate revenues are generated to pay the costs of operation and

maintenance including replacement and that the system continues to provide for proportional distribution of costs of operation and maintenance including replacement among users.

Section 16: The City of Everett will notify each user at least annually of the rate being charged for operation and maintenance (including non-capital replacement) of the sewer collection and sewer treatment systems.

Section 17: Ordinance No. 3417-14 (EMC 14.14.020) and 3299-12 (EMC 14.16.710, 711, 712 and 713) shall be repealed upon the effective date of this ordinance; provided that findings relating to sewer system costs under Ordinances 1976-93, 237-73, 627-79, 1264-86, 1437-88, 1538-88, 1538-88, 1834-91, 1871-92, 1933-93, 2142-96, 2189-96, 2366-99, 3096-08, 3156-09, 3299-12 and 3417-14 are incorporated herein for background purposes.

Section 18: Metering Requirements. Washington State Department of Health Water Efficiency Rules, WAC 246-290-496, require every municipal water system with more than 1,000 connections to meter all services by January 22, 2017. The City of Everett may, at any time after the effective date of this ordinance and prior to January 22, 2017, convert existing flat rate services to metered service accounts. At such time, as a flat rate account is converted to metered, beginning with the next scheduled read date, the meter will be read and that account will be billed based on consumption and current rates for domestic metered accounts no later than the next billing cycle.

Section 19: State Utility Tax. The Mayor is authorized to increase or decrease the water charges herein to reflect any change in the State of Washington tax on water system revenues (currently set at 5.029% of system revenues).

Section 20: On April 1, 2014, and thereafter on a biannual basis, the Utilities Superintendent shall submit a review and report of the financial condition of the water utility and City Council shall consider adjustment of rates, based on then current costs including but not limited to changes in the AFSCME Labor Relations agreement wage provisions for the position of Utility Laborer.

Section 21: Domestic water customers will be defined as follows: "All metered water customers, either single family homes or multi-unit dwellings, of which the primary use is that of a structure to house human residents for an extended period of time shall be considered residential customers for the purpose of water billing".

Section 22: Irrigation water customers will be defined as follows: "All metered water services which provide water solely for the purpose of commercial or agricultural irrigation of crops or landscaping shall be considered irrigation accounts for the purpose of water billing".

Section 23: Future Rate Increases. Future increases in the water rates charged herein (except the State of Washington tax on system revenues) may be increased by City Council resolution subject to public hearing and notice of publication thereof at least two weeks in advance of approval of said resolution.

Section 24: The City of Everett will review the water system user charges at least annually and revise the rates as necessary to ensure that adequate water service revenues are generated to pay the costs of operation and maintenance including replacement and that the system continues to provide for proportional distribution of costs of operation and maintenance including replacement among users.

Section 25: Sections 1 through 12 of this Ordinance are to be codified as follows: Sections 1 and 2 – 14.04.020A, Sections 3 and 4 – 14.04.020B, Sections 5 and 6 – 14.04.010C, Sections 7 and 8 – 14.04.020D, Section 9 – 14.16.710, Section 10 – 14.16.711, Section 11 – 14.16.712 and Section 12 – 14.16.713.

Section 26: Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 27: The City Clerk and 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 number and any references, thereto.

RAY STEPHANSON, MAYOR

ATTEST:

CITY CLERK

Passed: _____

Valid: _____

Published: _____

Effective: _____

ORDINANCE NO. _____

An ORDINANCE establishing rates for Everett sewer service and surface water management, rates for water and filtration for inside and outside City customers, rates for wholesale master meters, and repealing Ordinance Nos. ~~3096-083417-14~~ (EMC 14.04.020) and ~~3156-093299-12~~ (EMC 14.16.710-13).

WHEREAS, Ordinance ~~3096-083417-14~~ was adopted on ~~September 24, 2008~~December 17, 2014 establishing current sewer and surface water management rates for Everett sewer customers; and

WHEREAS, Ordinance ~~3156-093299-12~~ was adopted on ~~November 25, 2009~~November 21, 2012, establishing current water and filtration rates for Everett water customers; and

WHEREAS, the ~~2012-2016~~ cost of service study has been completed; and

~~WHEREAS, the Washington State Department of Health has adopted Water Use Efficiency Rules that require all end-users of municipal water systems with more than 1,000 connections to be metered; and~~

WHEREAS, to cover the cost of service, a general rate increase is necessary to cover operations, maintenance and capital expenditures; and

WHEREAS, the City Council finds that the charges herein are reasonable;

NOW, THEREFORE, the City of Everett does ordain:

Section 1: Effective ~~January 1, 2013~~March 1, 2017, and thereafter, service charges for the City of Everett sewer system are hereby fixed as follows:

A. Single family residence: ~~\$48.00~~65.70 per month

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.) the rate shall be computed in accordance with the following formula:

Sewer services charge per month = ~~\$5.33~~37.30 per 100 cubic feet of metered water consumption

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

The minimum monthly charge regardless of usage shall be ~~\$48.00~~65.70 per month.

C. Septage volume fees: ~~\$0.19~~190.2260 per gallon of discharge

Section 2: Effective ~~January 1, 2013~~March 1, 2017, and thereafter, service charges for City of Everett surface water management services are hereby assessed on all utility customers in Everett not being billed for sewer service as follows:

A. Single family residence: ~~\$13.06~~21.28 per month

(The monthly charge includes the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.). The rate shall be computed in accordance with the following formula:

$$\text{Drainage service charge per month} = \frac{\text{Metered water usage} \times 13.06}{900 \text{ cu.ft.}} \times \$2.364 \text{ per 100 cubic feet of meter water consumption}$$

(The monthly charge includes the current state utility tax.)

The minimum monthly charge regardless of usage shall be ~~\$13.06~~21.28 per month.

Section 3: Effective ~~January 1, 2014~~2018, and thereafter, service charges for the City of Everett sewer system are hereby fixed as follows:

A. Single family residence: ~~\$49.50~~69.65 per month

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.) the rate shall be computed in accordance with the following formula:

$$\text{Sewer services charge per month} = \$5.50 \times 0.739 \text{ per 100 cubic feet of metered water consumption}$$

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

The minimum monthly charge regardless of usage shall be ~~\$49.50~~69.65 per month.

C. Septage volume fees: ~~\$0.19~~960.2396 per gallon of discharge

Section 4: Effective January 1, 2014~~2018~~, and thereafter, service charges for City of Everett surface water management services are hereby assessed on all utility customers in Everett not being billed for sewer service as follows:

A. Single family residence: ~~\$13,192.56~~ per month

(The monthly charge includes the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.). The rate shall be computed in accordance with the following formula:

$$\text{Drainage service charge per month} = \frac{\text{Metered water usage} \times 13.19}{900 \text{ cu.ft.}} \times \$2.507 \text{ per 100 cubic feet of metered water consumption}$$

(The monthly charge includes the current state utility tax.)

The minimum monthly charge regardless of usage shall be ~~\$13,192.56~~ per month.

Section 5: Effective January 1, 2015~~2019~~, and thereafter, service charges for the City of Everett sewer system are hereby fixed as follows:

A. Single family residence: ~~\$51,107.58~~ per month

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.) the rate shall be computed in accordance with the following formula:

$$\text{Sewer services charge per month} = \$5,677.176 \text{ per 100 cubic feet of metered water consumption}$$

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

The minimum monthly charge regardless of usage shall be ~~\$51,107.58~~ per month.

C. Septage volume fees: ~~\$0.20760.2516~~ per gallon of discharge

Section 6: Effective January 1, 2015~~2019~~, and thereafter, service charges for City of Everett surface water management services are hereby assessed on all utility customers in Everett not being billed for sewer service as follows:

A. Single family residence: ~~\$13,322.14~~ per month

(The monthly charge includes the current state utility tax.)

- B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.). The rate shall be computed in accordance with the following formula:

$$\text{Drainage service charge per month} = \frac{\text{Metered water usage} \times 13.32}{900 \text{ cu.ft.}} \times \$2.682 \text{ per 100 cubic feet of metered water consumption}$$

(The monthly charge includes the current state utility tax.)

The minimum monthly charge regardless of usage shall be \$13,3224.14 per month.

Section 7: Effective ~~July 1, 2015~~ January 1, 2020, and thereafter, service charges for the City of Everett sewer system are hereby fixed as follows:

- A. Single family residence: \$54,4577.12 per month

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

- B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.) the rate shall be computed in accordance with the following formula:

$$\text{Sewer services charge per month} = \$6,058.569 \text{ per 100 cubic feet of metered water consumption}$$

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

The minimum monthly charge regardless of usage shall be \$54,4577.12 per month.

- C. Septage volume fees: \$0.219560,2604 per gallon of discharge

Section 8: Effective ~~July 1, 2015~~ January 1, 2020, and thereafter, service charges for City of Everett surface water management services are hereby assessed on all utility customers in Everett not being billed for sewer service as follows:

- A. Single family residence: \$14,5125.95 per month

(The monthly charge includes the current state utility tax.)

- C. For other than single family residence (multiple family residence, commercial, and industrial users, etc.). The rate shall be computed in accordance with the following formula:

$$\text{Drainage service charge per month} = \text{Metered water usage} \times 14.51$$

~~_____ 900 cu.ft. \$2.883 per 100 cubic feet of metered water consumption~~

~~(The monthly charge includes the current state utility tax.)~~

The minimum monthly charge regardless of usage shall be ~~\$14.51~~ \$25.95 per month.

~~**Section 9:** Effective January 1, 2016, and thereafter, service charges for the City of Everett sewer system are hereby fixed as follows:~~

~~A. Single family residence: _____ \$59.90 per month~~

~~(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)~~

~~B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.) the rate shall be computed in accordance with the following formula:~~

~~Sewer services charge per month = \$6.65 per 100 cubic feet of metered water consumption~~

~~(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)~~

~~The minimum monthly charge regardless of usage shall be \$59.90 per month.~~

~~C. Septage volume fees: _____ \$0.24152 per gallon of discharge~~

~~**Section 10:** Effective January 1, 2016, and thereafter, service charges for City of Everett surface water management services are hereby assessed on all utility customers in Everett not being billed for sewer service as follows:~~

~~A. Single family residence: _____ \$15.96 per month~~

~~(The monthly charge includes the current state utility tax.)~~

~~B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.). The rate shall be computed in accordance with the following formula:~~

~~Drainage service charge per month = $\frac{\text{Metered water usage} \times 15.96}{900 \text{ cu.ft.}}$~~

~~(The monthly charge includes the current state utility tax.)~~

~~The minimum monthly charge regardless of usage shall be \$15.96 per month.~~

Section 119: Effective ~~January 1, 2013~~ March 1, 2017, and thereafter, the monthly water rates and charges, monthly minimum charges, filtration charges, and provisions relating to rates and charges throughout the water system shall be as follows:

A. Within City Limits

- 1. Fixed rate accounts – minimum monthly water charge \$24,953.6
.50
 Filtration Charge
- Total Fixed Rate \$30,244.2
.68

- 2. a. Domestic metered rates – water charge:
 - First 500 cu. Ft., 0-500 cu. Ft. \$12,481.8.25
 - Over 500 cu. Ft. \$2,4953.65 per 100 cu. Ft.

b. In addition, there shall be added a filtration charge of \$0.5290.618 per 100 cu. ft.,
\$2.653.09 per month minimum.

c. The following minimum monthly charge shall apply to all Residential metered services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	500	\$12.48	\$2.65	\$15.13
1 inch	1,000	\$24.95	\$5.29	\$30.24
2 inch	1,200	\$29.94	\$6.35	\$36.29
Over 2 inch	1,600	\$39.92	\$8.47	\$48.39

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	500	\$18.25	\$3.09	\$21.34
1 inch	1,000	\$36.50	\$6.18	\$42.68
2 inch	1,200	\$43.80	\$7.42	\$51.22
Over 2 inch	1,600	\$58.40	\$9.89	\$68.29

- 3. a. Commercial/Industrial/Governmental/Wholesale West of River Non-Pumped metered rates – water charge:
 - First 600 cu. ft., 0-600 cu. ft. \$14,9721.90
 - Next 2,400 cu. ft., 600-3,000 cu. ft. \$2,4953.65 per 100 cu. ft.

Next 12,000 cu. ft., 3,000-15,000 cu. ft. ~~\$1,5602.39~~ per 100 cu. ft.
 Over 15,000 cu. ft. ~~\$0,8501.36~~ per 100 cu. ft.

- b. In addition, there shall be added a filtration charge of ~~\$0,5290.618~~ per 100 cu. ft., ~~\$3,173.71~~ per month minimum. All wholesale customers shall be assessed a 20% rate multiplier on the water charge. No multiplier shall be assessed on the filtration charge.
- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$14.97	\$3.17	\$18.14
1 inch	1,000	\$24.95	\$5.29	\$30.24
2 inch	1,200	\$29.94	\$6.35	\$36.29
Over 2 inch	1,600	\$39.92	\$8.47	\$48.39

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$21.90	\$3.71	\$25.61
1 inch	1,000	\$36.50	\$6.18	\$42.68
2 inch	1,200	\$43.80	\$7.42	\$51.22
Over 2 inch	1,600	\$58.40	\$9.89	\$68.29

Comment [JE1]: Replace table

4. a. Irrigation metered rates – water charge:

First 600 cu. ft., 0-600 cu. ft. ~~\$17,1025.08~~
 Next 2,400 cu. ft., 600-3,000 cu. ft. ~~\$2,8504.18~~ per 100 cu. ft.
 Next 12,000 cu. ft., 3,000-15,000 cu. ft. ~~\$1,7902.64~~ per 100 cu. ft.
 Over 15,000 cu. ft. ~~\$1,3201.95~~ per 100 cu. ft.

- b. In addition, there shall be added a filtration charge of ~~\$0,5290.618~~ per 100 cu. ft., ~~\$3,173.71~~ per month minimum.
- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$25.08	\$3.71	\$28.79
1 inch	1,000	\$41.80	\$6.18	\$47.98
2 inch	1,200	\$50.16	\$7.42	\$57.58
Over 2 inch	1,600	\$66.88	\$9.89	\$76.77

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$17.10	\$3.17	\$20.27
1 inch	1,000	\$28.50	\$5.29	\$33.79
2 inch	1,200	\$34.20	\$6.35	\$40.55
Over 2 inch	1,600	\$45.60	\$8.47	\$54.07

Comment [JE2]: Replace Table

5. ~~Untreated Industrial Water:~~

~~Meter Charge \$1,550.00 monthly~~
~~Commodity Charge \$370.00/MG~~

65. a. City installed service connection charges:

5/8 x 3/4 inch ~~\$2,170.00~~ \$2,900.00
each
1 inch ~~\$2,172.900.00~~
2 inch ~~\$3,8024.402.00~~

b. Service connection installations larger than the two-inch size shall be charged at the actual cost of the complete installation.

c. Said charges include a ~~\$78-84~~ non-refundable application fee. Service connection applications shall be valid only for 180 days from date of issue unless work is in progress or a reasonable time extension is granted by the Public Works Director, Service connection charges (less said non-refundable application fee) may be refunded to the applicant in the event that refund is requested within one year from the date of issue.

d. Developer installed connection charges:

5/8 x 3/4 inch \$480.00 each
1 inch \$560.00
2 inch \$990.00

76. Special Charges:

a.	Turn-on for restart of service	\$25.00 <u>\$31.00</u> each
b.	Shut-off requested for premises where customer's stop and waste valve should have been used	\$50.00 <u>\$59.00</u> each
c.	Turn-on and shut-off requested for a time other than regular hours	\$128.00 <u>\$168.00</u> per call out
d.	Meter testing: All meters regardless of size in shop testing with 1 hour minimum	\$128.00 <u>\$168.00</u> per hour
	Using meter test van with 3-hour minimum	\$379.00 <u>\$504.00</u> per hour
e.	Destroying or removing lock on meter	\$65.00 <u>\$77.00</u>
f.	Illegal turn-on, tampering of water service or illegal connection	\$150.00 <u>\$180.00</u>
g.	Lien processing fee	\$185.00 <u>\$150.00</u>
h.	New account setup charge	\$30.00 <u>\$38.00</u>
i.	Locate and mark City water shut-off valve	\$50.00 <u>\$59.00</u>
j.	Temporary shut-off/turn-on	\$50.00 <u>\$59.00</u>
<u>k.</u>	<u>Temporary shut-off/turn-on (Vault Entry)</u>	<u>\$118.00</u>
<u>lk.</u>	Failure to return a city owned water service key	\$65.00 <u>\$77.00</u>
<u>ml.</u>	Returned check fee	\$33.00
<u>nm.</u>	Hang notice for delinquent account	\$25.00 <u>\$31.00</u>
<u>on.</u>	Illegal taking of water from a fire hydrant	\$300.00 <u>\$1,000.00</u>
<u>op.</u>	Non-compliance with annual back-flow testing	\$50.00 <u>per month</u>
<u>q.</u>	<u>Construction Meters</u>	
	<u>Deposit</u>	<u>\$1,500.00</u>
	<u>Usage</u>	<u>\$4.27 per ccf</u>

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r.	<u>Hydrant Permit</u>	
	<u>Deposit</u>	<u>\$100.00</u>
	<u>Monthly fee based on projected usage</u>	
	<u>Low (0 to 30,000 gallons/month)</u>	<u>\$100.00</u>
	<u>Medium (30,001 to 60,000 gallons/month)</u>	<u>\$200.00</u>
	<u>High (over 60,000 gallons/month)</u>	<u>\$400.00</u>

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s. Dormant Inspection \$60.00

pt. Should a customer receive a "past due letter" for failure to pay by the due date, a late fee equal to 5% of the payment past due will be assessed on all amounts in arrears at the time of each bi-monthly billing

qu. When a permit for an Irrigation service for a single family home is issued that is currently on a flat rate service, the customer will be required to change to a metered service

87. Fire Service. The rates for water supplied exclusively for fire protection purposes shall be deemed service charges and shall be for any one month, or fractional part thereof, as follows:

<u>Size of Service</u>	<u>Service Charge</u>
2 inches	<u>\$9.0013.50</u>
3 inches	<u>\$12.5018.50</u>
4 inches	<u>\$16.0023.50</u>
6 inches	<u>\$23.0034.00</u>
8 inches	<u>\$30.0044.25</u>
10 inches	<u>\$37.7555.75</u>
12 inches	<u>\$44.0064.50</u>

B. Outside the City Limits

1. Individual Meters Outside of the City Limits. The consumption and minimum monthly water charges for individual metered services outside the City limits shall be computed in the same manner as for Residential metered customers within the City and then a multiplier of twenty-five percent of this amount shall be added to the water charge so computed. In addition, a charge of \$0.5820.68 per 100 cu. ft. or \$3.494.08 minimum filtration charge shall be added to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

2. Master Meters

a. Master meter rates shall be required for water districts, water associations or other organizations providing water service to 16 or more permanent services. Organizations serving less than 16 services and all other customers shall be charged at the individual meter rate.

b. The consumption charges for master meters shall be as follows:

i. For master meters connected east of the Snohomish River, the water charge shall be:

Meter Charge	\$ 272.52 <u>407.23</u> monthly
Water Charge (exclusive of meter charge)	.3819 <u>.5707</u> per 100 cu. ft.

In addition to said water charge there shall be added a twenty percent rate multiplier to the water charge and a filtration charge of ~~\$0.58~~20.68 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

ii. For master meters connected west of the Snohomish River, the water charge shall be: the same as the Commercial/Industrial/Governmental water rate.

Pumped	\$1.13 per 100 cu. ft.
Meter Charge	\$4,492.00/per meter/per month

In addition to said water charge and applicable meter charge, there shall be added a twenty percent rate multiplier and a filtration charge of ~~\$0.58~~20.68 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the meter charge or the filtration charge.

3. Service Connection Charges. Service connection installations outside the City limits of all sizes shall be charged at the actual cost of the complete installation but in no event shall the charge for a three-quarter inch, a one-inch or a two-inch service be less than the amount charged for service connections within the City limits.

4. Delinquent Penalty and Special Charges. The delinquent penalty and special charges as set forth in Section 9 plus a multiplier of twenty-five percent, shall apply to customers outside the City limits.

Section ~~1210~~: Effective January 1, 2014~~2018~~, and thereafter, the monthly water rates and charges, monthly minimum charges, filtration charges, and provisions relating to rates and charges throughout the water system shall be as follows:

A. Within City Limits

1. Fixed rate accounts – minimum monthly water charge	<u>\$28,323.7</u>
Filtration Charge	<u>.41</u>
Total Fixed Rate	<u>\$5,516.61</u> <u>\$33,834.4</u> <u>.02</u>

2. a. Domestic metered rates – water charge:	
First 500 cu. Ft., 0-500 cu. Ft.	<u>\$14,161.871</u>
Over 500 cu. Ft.	<u>\$2,832.74</u> per 100 cu. Ft.

b. In addition, there shall be added a filtration charge of \$0.55+0.661 per 100 cu. ft., \$2,763.31 per month minimum.

c. The following minimum monthly charge shall apply to all Residential metered services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	500	\$14.16	\$2.76	\$16.92
1 inch	1,000	\$28.32	\$5.51	\$33.83
2 inch	1,200	\$33.99	\$6.62	\$40.61
Over 2 inch	1,600	\$45.32	\$8.82	\$54.14

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	500	\$18.71	\$3.31	\$22.02
1 inch	1,000	\$37.41	\$6.61	\$44.02
2 inch	1,200	\$44.90	\$7.93	\$52.83
Over 2 inch	1,600	\$59.86	\$10.58	\$70.44

3. a. Commercial/Industrial/Governmental/Wholesale West of River Non-Pumped metered rates – water charge:

First	600 cu. ft., 0-600 cu. ft.	<u>\$16,992.45</u>
Next	2,400 cu. ft., 600-3,000 cu. ft.	<u>\$2,832.74</u> per 100 cu. ft.
Next	12,000 cu. ft., 3,000-15,000 cu. ft.	<u>\$1,800.45</u> per 100 cu. ft.
Over	15,000 cu. ft.	<u>\$0,990.139</u> per 100 cu. ft.

b. In addition, there shall be added a filtration charge of \$0.55+0.661 per 100 cu. ft., \$3,343.97 per month minimum. All wholesale customers shall be assessed a 20%

rate multiplier on the water charge. No multiplier shall be assessed on the filtration charge.

- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$16.99	\$3.31	\$20.30
1 inch	1,000	\$28.32	\$5.51	\$33.83
2 inch	1,200	\$33.98	\$6.62	\$40.60
Over 2 inch	1,600	\$45.31	\$8.82	\$54.13

Comment [JE3]: Replace Table

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$22.45	\$3.97	\$26.42
1 inch	1,000	\$37.41	\$6.61	\$44.02
2 inch	1,200	\$44.90	\$7.93	\$52.83
Over 2 inch	1,600	\$59.86	\$10.58	\$70.44

4. a. Irrigation metered rates – water charge:

First	600 cu. ft., 0-600 cu. ft.	\$19.44 <u>25.71</u>
Next	2,400 cu. ft., 600-3,000 cu. ft.	\$3.24 <u>4.28</u> per 100 cu. ft.
Next	12,000 cu. ft., 3,000-15,000 cu. ft.	\$2.04 <u>2.71</u> per 100 cu. ft.
Over	15,000 cu. ft.	\$1.50 <u>2.00</u> per 100 cu. ft.

- b. In addition, there shall be added a filtration charge of ~~\$0.55~~10.661 per 100 cu. ft., ~~\$3.31~~3.97 per month minimum.

- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$19.44	\$3.31	\$22.75
1 inch	1,000	\$32.40	\$5.51	\$37.91
2 inch	1,200	\$38.88	\$6.62	\$45.50
Over 2 inch	1,600	\$51.84	\$8.82	\$60.66

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$25.71	\$3.97	\$29.68
1 inch	1,000	\$42.85	\$6.61	\$49.46
2 inch	1,200	\$51.41	\$7.93	\$59.34
Over 2 inch	1,600	\$68.55	\$10.58	\$79.13

Comment [JE4]:

5. ~~Untreated Industrial Water:~~

~~Meter Charge~~ ~~\$1,760.00 monthly~~
~~Commodity Charge~~ ~~\$420.00/MG~~

65. a. City installed service connection charges:

5/8 x 3/4 inch ~~\$2,280.00~~ \$3,016.00
each
1 inch ~~\$2,282.00~~ \$3,016.00
2 inch ~~\$3,992.00~~ \$4,450.00

b. Service connection installations larger than the two-inch size shall be charged at the actual cost of the complete installation.

c. Said charges include an ~~\$80-87~~ non-refundable application fee. Service connection applications shall be valid only for 180 days from date of issue unless work is in progress or a reasonable time extension is granted by the Public Works Director, Service connection charges (less said non-refundable application fee) may be refunded to the applicant in the event that refund is requested within one year from the date of issue.

d. Developer installed connection charges:

5/8 x 3/4 inch ~~\$480.00~~ \$500.00
each
1 inch ~~\$560.00~~ \$582.00
2 inch ~~\$990.00~~ \$1,030.00

76. Special Charges:

a.	Turn-on for restart of service	\$ <u>2731.00</u> each
b.	Shut-off requested for premises where customer's stop and waste valve should have been used	\$ <u>5259.00</u> each
c.	Turn-on and shut-off requested for a time other than regular hours	\$ <u>128168.00</u> per call out
d.	Meter testing: All meters regardless of size in shop testing with 1 hour minimum	\$ <u>128168.00</u> per hour
	Using meter test van with 3-hour minimum	\$ <u>379504.00</u> per hour
e.	Destroying or removing lock on meter	\$ <u>6577.00</u>
f.	Illegal turn-on, tampering of water service or illegal connection	\$ <u>160180.00</u>
g.	Lien processing fee	\$ <u>495150.00</u>
h.	New account setup charge	\$ <u>3238.00</u>
i.	Locate and mark City water shut-off valve	\$ <u>5259.00</u>
j.	Temporary shut-off/turn-on	\$ <u>5259.00</u>
k.	<u>Temporary shut-off/turn-on (Vault Entry)</u>	\$ <u>118.00</u>
kl.	Failure to return a city owned water service key	\$ <u>6577.00</u>
lm.	Returned check fee	\$33.00
mn.	Hang notice for delinquent account	\$ <u>2731.00</u>
no.	Illegal taking of water from a fire hydrant	\$ <u>3001,000.00</u>
op.	Non-compliance with annual back-flow testing	\$50.00 <u>per month</u>
q.	<u>Construction Meters</u>	
	<u>Deposit</u>	\$ <u>1,500.00</u>
	<u>Usage</u>	\$ <u>4.40 per ccf</u>

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r.	<u>Hydrant Permit</u>	
	<u>Deposit</u>	<u>\$100.00</u>
	<u>Monthly fee based on projected usage</u>	
	<u>Low (0 to 30,000 gallons/month)</u>	<u>\$100.00</u>
	<u>Medium (30,001 to 60,000 gallons/month)</u>	<u>\$200.00</u>
	<u>High (over 60,000 gallons/month)</u>	<u>\$400.00</u>

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s. Dormant Inspection \$60.00

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Pt. Should a customer receive a "past due letter" for failure to pay by the due date, a late fee equal to 5% of the payment past due will be assessed on all amounts in arrears at the time of each bi-monthly billing

qu. When a permit for an Irrigation service for a single family home is issued that is currently on a flat rate service, the customer will be required to change to a metered service

87. Fire Service. The rates for water supplied exclusively for fire protection purposes shall be deemed service charges and shall be for any one month, or fractional part thereof, as follows:

<u>Size of Service</u>	<u>Service Charge</u>
2 inches	\$10.25 <u>13.84</u>
3 inches	\$14.25 <u>18.96</u>
4 inches	\$18.25 <u>24.09</u>
6 inches	\$24.25 <u>34.85</u>
8 inches	\$34.00 <u>45.36</u>
10 inches	\$43.00 <u>57.14</u>
12 inches	\$50.00 <u>66.11</u>

B. Outside the City Limits

1. Individual Meters Outside of the City Limits. The consumption and minimum monthly water charges for individual metered services outside the City limits shall be computed in the same manner as for Residential metered customers within the City and then a multiplier of twenty-five percent of this amount shall be added to the water charge so computed. In addition, a charge of ~~\$0.6070~~0.728 per 100 cu. ft. or ~~\$3.644~~3.7 minimum filtration charge shall be added to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

2. Master Meters

a. Master meter rates shall be required for water districts, water associations or other organizations providing water service to 16 or more permanent services. Organizations serving less than 16 services and all other customers shall be charged at the individual meter rate.

b. The consumption charges for master meters shall be as follows:

i. For master meters connected east of the Snohomish River, the water charge shall be:

Meter Charge	\$316.12 <u>407.23</u> monthly
Water Charge (exclusive of meter charge)	.4430 <u>.5707</u> per 100 cu. ft.

In addition to said water charge there shall be added a twenty percent rate multiplier to the water charge and a filtration charge of ~~\$0.60~~70.728 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

ii. For master meters connected west of the Snohomish River, the water charge shall be: the same as the Commercial/Industrial/Governmental water rate.

Pumped	\$1.29 per 100 cu. ft.
Meter Charge:	\$5,119.00 per meter/per month

In addition to said water charge and applicable meter charge, there shall be added a twenty percent rate multiplier and a filtration charge of ~~\$0.60~~70.728 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the meter charge or the filtration charge.

3. Service Connection Charges. Service connection installations outside the City limits of all sizes shall be charged at the actual cost of the complete installation but in no event shall the charge for a three-quarter inch, a one-inch or a two-inch service be less than the amount charged for service connections within the City limits.
4. Delinquent Penalty and Special Charges. The delinquent penalty and special charges as set forth in Section 10 plus a multiplier of twenty-five percent, shall apply to customers outside the City limits.

Section 13: Effective January 1, 2015~~2019~~, and thereafter, the monthly water rates and charges, monthly minimum charges, filtration charges, and provisions relating to rates and charges throughout the water system shall be as follows:

A. Within City Limits

1. Fixed rate accounts – minimum monthly water charge ~~\$32.15~~38
- Filtration Charge .53

Total Fixed Rate 5,747.11
\$37,8945
.64

2. a. Domestic metered rates – water charge:
- | | |
|----------------------------------|------------------------------------|
| First 500 cu. Ft., 0-500 cu. Ft. | <u>\$16,0819.27</u> |
| Over 500 cu. Ft. | <u>\$3,2153.85</u> per 100 cu. Ft. |

b. In addition, there shall be added a filtration charge of \$0.5740.711 per 100 cu. ft.,
\$2,873.56 per month minimum.

c. The following minimum monthly charge shall apply to all Residential metered services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	500	\$16.08	\$2.87	\$18.95
1 inch	1,000	\$32.15	\$5.74	\$37.89
2 inch	1,200	\$38.58	\$6.89	\$45.47
Over 2 inch	1,600	\$51.44	\$9.18	\$60.62

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	500	\$19.27	\$3.56	\$22.83
1 inch	1,000	\$38.53	\$7.11	\$45.64
2 inch	1,200	\$46.25	\$8.53	\$54.78
Over 2 inch	1,600	\$61.66	\$11.38	\$73.04

3. a. Commercial/Industrial/Governmental/Wholesale West of River Non-Pumped metered rates – water charge:

First	600 cu. ft., 0-600 cu. ft.	<u>\$19,2923.12</u>
Next	2,400 cu. ft., 600-3,000 cu. ft.	<u>\$3,2153.85</u> per 100 cu. ft.
Next	12,000 cu. ft., 3,000-15,000 cu. ft.	<u>\$2,0702.52</u> per 100 cu. ft.
Over	15,000 cu. ft.	<u>\$1,1601.43</u> per 100 cu. ft.

- b. In addition, there shall be added a filtration charge of \$0.5740.711 per 100 cu. ft.,
\$3,444.27 per month minimum. All wholesale customers shall be assessed a 20% rate multiplier on the water charge. No multiplier shall be assessed on the filtration charge.

- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

1/2 - 3/4 inch	600	\$19.29	\$3.44	\$22.73
1 inch	1,000	\$32.15	\$5.74	\$37.89
2 inch	1,200	\$38.58	\$6.89	\$45.47
Over 2 inch	1,600	\$51.44	\$9.18	\$60.62

Comment [JE5]: Replace Table

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$23.12	\$4.27	\$27.39
1 inch	1,000	\$38.53	\$7.11	\$45.64
2 inch	1,200	\$46.25	\$8.53	\$54.78
Over 2 inch	1,600	\$61.66	\$11.38	\$73.04

4. a. Irrigation metered rates – water charge:

First	600 cu. ft., 0-600 cu. ft.	\$22.0826.48
Next	2,400 cu. ft., 600-3,000 cu. ft.	\$3.684.41 per 100 cu. ft.
Next	12,000 cu. ft., 3,000-15,000 cu. ft.	\$2.322.79 per 100 cu. ft.
Over	15,000 cu. ft.	\$1.712.06 per 100 cu. ft.

- b. In addition, there shall be added a filtration charge of \$0.5740.711 per 100 cu. ft., \$3.444.27 per month minimum.

- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$22.08	\$3.44	\$25.52
1 inch	1,000	\$36.80	\$5.74	\$42.54
2 inch	1,200	\$44.16	\$6.89	\$51.05
Over 2 inch	1,600	\$58.88	\$9.18	\$68.06

Comment [JE6]: Replace Table

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$26.48	\$4.27	\$30.75
1 inch	1,000	\$44.14	\$7.11	\$51.25
2 inch	1,200	\$52.95	\$8.53	\$61.48
Over 2 inch	1,600	\$70.61	\$11.37	\$81.98

5. Untreated Industrial Water:

Meter Charge ~~\$1,998.00~~ monthly
Commodity Charge ~~\$477.00~~/MG

65. a. City installed service connection charges:

5/8 x 3/4 inch ~~\$2,394.00~~ \$3,135.00
each
1 inch ~~\$2,396.00~~ \$3,135.00
2 inch ~~\$4,192.00~~ \$4,625.00

b. Service connection installations larger than the two-inch size shall be charged at the actual cost of the complete installation.

c. Said charges include an ~~\$82-91~~ non-refundable application fee. Service connection applications shall be valid only for 180 days from date of issue unless work is in progress or a reasonable time extension is granted by the Public Works Director, Service connection charges (less said non-refundable application fee) may be refunded to the applicant in the event that refund is requested within one year from the date of issue.

d. Developer installed connection charges:

5/8 x 3/4 inch ~~\$480.00~~ \$520.00
each
1 inch ~~\$560.00~~ \$605.00
2 inch ~~\$990.00~~ \$1,071.00

76. Special Charges:

- a. Turn-on for restart of service ~~\$293.00~~ each
- b. Shut-off requested for premises where customer's stop and waste valve should have been used ~~\$546.00~~ each
- c. Turn-on and shut-off requested for a time other than regular hours ~~\$128.175.00~~ per call out

d.	Meter testing: All meters regardless of size in shop testing with 1 hour minimum	\$ 128 <u>175</u> .00 per hour
	Using meter test van with 3-hour minimum	\$ 379 <u>525</u> .00 per hour
e.	Destroying or removing lock on meter	\$ 65 <u>80</u> .00
f.	Illegal turn-on, tampering of water service or illegal connection	\$ 170 <u>195</u> .00
g.	Lien processing fee	\$ 205 <u>150</u> .00
h.	New account setup charge	\$ 34 <u>38</u> .00
i.	Locate and mark City water shut-off valve	\$ 54 <u>64</u> .00
j.	Temporary shut-off/turn-on	\$ 54 <u>64</u> .00
k.	<u>Temporary shut-off/turn-on (Vault Entry)</u>	<u>\$128.00</u>
kl.	Failure to return a city owned water service key	\$ 65 <u>80</u> .00
lm.	Returned check fee	\$33.00
mn.	Hang notice for delinquent account	\$ 29 <u>34</u> .00
no.	Illegal taking of water from a fire hydrant	\$ 300.00 <u>1,000.00</u>
op.	Non-compliance with annual back-flow testing	\$50.00 <u>per month</u>
q.	<u>Construction Meters</u>	
	<u>Deposit</u>	<u>\$1,500.00</u>
	<u>Usage</u>	<u>\$4.56 per ccf</u>
r.	<u>Hydrant Permit</u>	
	<u>Deposit</u>	<u>\$100.00</u>
	<u>Monthly fee based on projected usage</u>	
	<u>Low (0 to 30,000 gallons/month)</u>	<u>\$100.00</u>
	<u>Medium (30,001 to 60,000 gallons/month)</u>	<u>\$200.00</u>
	<u>High (over 60,000 gallons/month)</u>	<u>\$400.00</u>

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s. Dormant Inspection

\$65.00

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pt. Should a customer receive a "past due letter" for failure to pay by the due date, a late fee equal to 5% of the payment past due will be assessed on all amounts in arrears at the time of each bi-monthly billing

qu. When a permit for an Irrigation service for a single family home is issued that is currently on a flat rate service, the customer will be required to change to a metered service

87. Fire Service. The rates for water supplied exclusively for fire protection purposes shall be deemed service charges and shall be for any one month, or fractional part thereof, as follows:

<u>Size of Service</u>	<u>Service Charge</u>
2 inches	\$11.75 <u>14.26</u>
3 inches	\$16.25 <u>19.53</u>
4 inches	\$20.75 <u>24.81</u>
6 inches	\$30.00 <u>35.90</u>
8 inches	\$39.00 <u>46.72</u>
10 inches	\$49.00 <u>58.85</u>
12 inches	\$56.75 <u>68.09</u>

B. Outside the City Limits

1. Individual Meters Outside of the City Limits. The consumption and minimum monthly water charges for individual metered services outside the City limits shall be computed in the same manner as for Residential metered customers within the City and then a multiplier of twenty-five percent of this amount shall be added to the water charge so computed. In addition, a charge of ~~\$0.63~~20.782 per 100 cu. ft. or ~~\$3.794~~.70 minimum filtration charge shall be added to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.
2. Master Meters
 - a. Master meter rates shall be required for water districts, water associations or other organizations providing water service to 16 or more permanent services.

Organizations serving less than 16 services and all other customers shall be charged at the individual meter rate.

b. The consumption charges for master meters shall be as follows:

i. For master meters connected east of the Snohomish River, the water charge shall be:

Meter Charge	\$358.80 <u>407.23</u> monthly
Water Charge (exclusive of meter charge)	.5028 <u>.5707</u> per 100 cu. ft.

In addition to said water charge there shall be added a twenty percent rate Multiplier to the water charge and a filtration charge of ~~\$0.6320~~.782 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

ii. For master meters connected west of the Snohomish River, the water charge shall be: the same as Commercial/Industrial/Governmental water rate.

Pumped	\$1.46 per 100 cu. ft.
Meter Charge	\$5,809.00 per meter/per month

In addition to said water charge and applicable meter charge, there shall be added a twenty percent rate multiplier and a filtration charge of ~~\$0.6320~~.782 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the meter charge or the filtration charge.

3. Service Connection Charges. Service connection installations outside the City limits of all sizes shall be charged at the actual cost of the complete installation but in no event shall the charge for a three-quarter inch, a one-inch or a two-inch service be less than the amount charged for service connections within the City limits.
4. Delinquent Penalty and Special Charges. The delinquent penalty and special charges as set forth in Section 11 plus a multiplier of twenty-five percent, shall apply to customers outside the City limits.

Section 1412: Effective January 1, ~~2016~~2020, and thereafter, the monthly water rates and charges, monthly minimum charges, filtration charges, and provisions relating to rates and charges throughout the water system shall be as follows:

A. Within City Limits

1. Fixed rate accounts – minimum monthly water charge	\$36.50 <u>39</u>
	.88
Filtration Charge	5.97 <u>.57</u>

Total Fixed Rate \$42,474.45

2. a. Domestic metered rates – water charge:
- | | |
|----------------------------------|------------------------------------|
| First 500 cu. Ft., 0-500 cu. Ft. | \$ <u>18,2519.94</u> |
| Over 500 cu. Ft. | \$ <u>3,653.98</u> per 100 cu. Ft. |

b. In addition, there shall be added a filtration charge of \$0.5970.757 per 100 cu. ft.,
\$2,993.79 per month minimum.

c. The following minimum monthly charge shall apply to all Residential metered services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	500	\$18.25	\$2.99	\$21.24
1 inch	1,000	\$36.50	\$5.97	\$42.47
2 inch	1,200	\$43.80	\$7.16	\$50.96
Over 2 inch	1,600	\$58.40	\$9.55	\$67.95

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	500	\$19.94	\$3.79	\$23.73
1 inch	1,000	\$39.88	\$7.75	\$47.63
2 inch	1,200	\$47.87	\$9.08	\$56.95
Over 2 inch	1,600	\$63.82	\$12.11	\$75.93

3. a. Commercial/Industrial/Governmental/Wholesale West of River Non-Pumped metered rates – water charge:

First	600 cu. ft., 0-600 cu. ft.	\$ <u>21,9023.93</u>
Next	2,400 cu. ft., 600-3,000 cu. ft.	\$ <u>3,653.98</u> per 100 cu. ft.
Next	12,000 cu. ft., 3,000-15,000 cu. ft.	\$ <u>2,392.61</u> per 100 cu. ft.
Over	15,000 cu. ft.	\$ <u>1,361.48</u> per 100 cu. ft.

- b. In addition, there shall be added a filtration charge of \$0.5970.757 per 100 cu. ft.,
\$3,584.54 per month minimum. All wholesale customers shall be assessed a 20% rate multiplier on the water charge. No multiplier shall be assessed on the filtration charge.

- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$21.90	\$3.58	\$25.48
1 inch	1,000	\$36.50	\$5.97	\$42.47
2 inch	1,200	\$43.80	\$7.16	\$50.96
Over 2 inch	1,600	\$58.40	\$9.55	\$67.95

Comment [JE7]: Replace Table

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$23.93	\$4.54	\$28.47
1 inch	1,000	\$39.88	\$7.75	\$47.63
2 inch	1,200	\$47.87	\$9.08	\$56.95
Over 2 inch	1,600	\$63.82	\$12.11	\$75.93

4. a. Irrigation metered rates – water charge:

First	600 cu. ft., 0-600 cu. ft.	\$25.08 <u>\$27.41</u>
Next	2,400 cu. ft., 600-3,000 cu. ft.	\$4.18 <u>\$4.56</u> per 100 cu. ft.
Next	12,000 cu. ft., 3,000-15,000 cu. ft.	\$2.64 <u>\$2.89</u> per 100 cu. ft.
Over	15,000 cu. ft.	\$1.95 <u>\$2.13</u> per 100 cu. ft.

- b. In addition, there shall be added a filtration charge of ~~\$0.59~~\$0.757 per 100 cu. ft., ~~\$3.58~~\$4.54 per month minimum.

- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$25.08	\$3.58	\$28.66
1 inch	1,000	\$41.80	\$5.97	\$47.77
2 inch	1,200	\$50.16	\$7.16	\$57.32
Over 2 inch	1,600	\$66.88	\$9.55	\$76.43

Comment [JE8]: Replace Table

Meter Size	Cu. Ft. of Water Provided at Minimum Charge	Minimum Water Charge	Minimum Filtration Charge	Minimum Charge W/O Regard to Consumption
1/2 - 3/4 inch	600	\$27.41	\$4.54	\$31.95
1 inch	1,000	\$45.68	\$7.57	\$53.25
2 inch	1,200	\$54.80	\$9.08	\$63.88
Over 2 inch	1,600	\$73.08	\$12.11	\$85.19

~~5.~~ **Untreated Industrial Water:**

~~Meter Charge~~ ~~\$2,268.00 monthly~~
~~Commodity Charge~~ ~~\$541.00/MG~~

~~65.~~ a. City installed service connection charges:

5/8 x 3/4 inch ~~\$2,514.00~~3,260.00
each
1 inch ~~\$2,516.00~~3,260.00
2 inch ~~\$4,402.00~~4,810.00

b. Service connection installations larger than the two-inch size shall be charged at the actual cost of the complete installation.

c. Said charges include an ~~\$84-95~~ non-refundable application fee. Service connection applications shall be valid only for 180 days from date of issue unless work is in progress or a reasonable time extension is granted by the Public Works Director, Service connection charges (less said non-refundable application fee) may be refunded to the applicant in the event that refund is requested within one year from the date of issue.

d. Developer installed connection charges:

5/8 x 3/4 inch ~~\$480.00~~540.00
each
1 inch ~~\$560.00~~630.00
2 inch ~~\$990.00~~1,115.00

~~76.~~ Special Charges:

a.	Turn-on for restart of service	\$ 3134 .00 each
b.	Shut-off requested for premises where customer's stop and waste valve should have been used	\$ 5664 .00 each
c.	Turn-on and shut-off requested for a time other than regular hours	\$ 128175 .00 per call out
d.	Meter testing: All meters regardless of size in shop testing with 1 hour minimum	\$ 128175 .00 per hour
	Using meter test van with 3-hour minimum	\$ 379525 .00 per hour
e.	Destroying or removing lock on meter	\$ 6580 .00
f.	Illegal turn-on, tampering of water service or illegal connection	\$ 180195 .00
g.	Lien processing fee	\$ 215150 .00
h.	New account setup charge	\$ 3638 .00
i.	Locate and mark City water shut-off valve	\$ 5664 .00
j.	Temporary shut-off/turn-on	\$ 5664 .00
k.	<u>Temporary shut-off/turn-on (Vault Entry)</u>	<u>\$128.00</u>
kl.	Failure to return a city owned water service key	\$ 6580 .00
lm.	Returned check fee	\$33.00
mn.	Hang notice for delinquent account	\$ 3134 .00
no.	Illegal taking of water from a fire hydrant	\$ 300.00 <u>1,000.00</u>
op.	Non-compliance with annual back-flow testing	\$50.00 <u>per month</u>
q.	<u>Construction Meters</u>	
	<u>Deposit</u>	<u>\$1,500.00</u>
	<u>Usage</u>	<u>\$4.74 per ccf</u>

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- r. Hydrant Permit
 - Deposit \$100.00 Formatted: Indent: Left: 0.5"
 - Monthly fee based on projected usage
 - Low (0 to 30,000 gallons/month) \$100.00
 - Medium (30,001 to 60,000 gallons/month) \$200.00
 - High (over 60,000 gallons/month) \$400.00 Formatted: Right
- s. Dormant Inspection \$65.00 Formatted: Right
- p. Should a customer receive a "past due letter" for failure to pay by the due date, a late fee equal to 5% of the payment past due will be assessed on all amounts in arrears at the time of each bi-monthly billing
- q. When a permit for an Irrigation service for a single family home is issued that is currently on a flat rate service, the customer will be required to change to a metered service

8. Fire Service. The rates for water supplied exclusively for fire protection purposes shall

be deemed service charges and shall be for any one month, or fractional part thereof, as follows:

<u>Size of Service</u>	<u>Service Charge</u>
2 inches	\$13.50 <u>14.76</u>
3 inches	\$18.50 <u>20.21</u>
4 inches	\$23.50 <u>25.68</u>
6 inches	\$34.00 <u>37.16</u>
8 inches	\$44.25 <u>48.36</u>
10 inches	\$55.75 <u>60.91</u>
12 inches	\$64.50 <u>70.47</u>

B. Outside the City Limits

1. Individual Meters Outside of the City Limits. The consumption and minimum monthly water charges for individual metered services outside the City limits shall be computed in the same manner as for Residential metered customers within the City and then a multiplier of twenty-five percent of this amount shall be added to the water charge so computed. In addition, a charge of ~~\$0.6570.834~~ per 100 cu. ft. or ~~\$3.945.00~~ minimum filtration charge shall be added to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

2. Master Meters
 - a. Master meter rates shall be required for water districts, water associations or other organizations providing water service to 16 or more permanent services. Organizations serving less than 16 services and all other customers shall be charged at the individual meter rate.

 - b. The consumption charges for master meters shall be as follows:
 - i. For master meters connected east of the Snohomish River, the water charge shall be:

Meter Charge	\$407.23 monthly
Water Charge (exclusive of meter charge)	.5707 per 100 cu. ft.

In addition to said water charge there shall be added a twenty percent rate Multiplier to the water charge and a filtration charge of ~~\$0.6570.834~~ per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

 - ii. For master meters connected west of the Snohomish River, the water charge shall be: the same as the Commercial/Industrial/Governmental water rate.

Pumped	\$1.66 per 100 cu. ft.
Meter Charge	\$6,594.00/per meter/per month

In addition to said water charge and applicable meter charge, there shall be added a twenty percent rate multiplier and a filtration charge of ~~\$0.6570.834~~ per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the meter charge or the filtration charge.

3. Service Connection Charges. Service connection installations outside the City limits of all sizes shall be charged at the actual cost of the complete installation but in no event shall the charge for a three-quarter inch, a one-inch or a two-inch service be less than the amount charged for service connections within the City limits.

4. Delinquent Penalty and Special Charges. The delinquent penalty and special charges as

set forth in Section 12 plus a multiplier of twenty-five percent, shall apply to customers outside the City limits.

Section 1513: Where the use of water is such that a portion of all the water delivered to the customer does not discharge into a City sewer due to commercial or industrial use, such as loss by evaporation or any other cause or use in manufactured products, such as ice, canned goods, beverages and the like, no sewer service charge shall be made because of water so used or lost: provided however, the water user shall provide proof as to the amount of sewage discharge and/or install a meter or other measuring device approved by the City Engineer to determine either the amount of sewage discharge or the amount of water used or lost.

Section 1614: Where a non-residential metered water customer can demonstrate that its consumption of water is now and will be substantially in excess of surface water impact, the Public Works Director is authorized to adjust the charges for water quality protection and enhancement to adequately reflect any excessive disparity. The burden of proof shall be on the applicant for any adjustment and adjustment shall not be retroactive. The Public Works Director shall develop criteria and procedures for such review.

Section 1715: The City of Everett will review the sewer system user charges at least annually and revise the rates as necessary to ensure that adequate revenues are generated to pay the costs of operation and maintenance including replacement and that the system continues to provide for proportional distribution of costs of operation and maintenance including replacement among users.

Section 1816: The City of Everett will notify each user at least annually of the rate being charged for operation and maintenance (including non-capital replacement) of the sewer collection and sewer treatment systems.

Section 1917: Ordinance No. ~~3096-083417-14~~ (EMC 14.14.020) and ~~3156-093299-12~~ (EMC 14.16.710, 711, 712 and 713) shall be repealed upon the effective date of this ordinance; provided that findings relating to sewer system costs under Ordinances 1976-93, 237-73, 627-79, 1264-86, 1437-88, 1538-88, 1538-88, 1834-91, 1871-92, 1933-93, 2142-96, 2189-96, 2366-99, 3096-08 ~~and~~, 3156-09, ~~3299-12 and 3417-14~~ are incorporated herein for background purposes.

Section 2018: Metering Requirements. Washington State Department of Health Water Efficiency Rules, WAC 246-290-496, require every municipal water system with more than 1,000 connections to meter all services by January 22, 2017. The City of Everett may, at any time after the effective date of this ordinance and prior to January 22, 2017, convert existing flat rate services to metered service accounts. At such time, as a flat rate account is converted to metered, beginning with the next scheduled read date, the meter will be read and that account will be billed based on consumption and current rates for domestic metered accounts no later than the next billing cycle.

Section 2119: State Utility Tax. The Mayor is authorized to increase or decrease the water charges herein to reflect any change in the State of Washington tax on water system revenues (currently set at 5.029% of system revenues).

| **Section 2220:** On April 1, 2014, and thereafter on a biannual basis, the Utilities Superintendent shall submit a review and report of the financial condition of the water utility and City Council shall consider adjustment of rates, based on then current costs including but not limited to changes in the AFSCME Labor Relations agreement wage provisions for the position of Utility Laborer.

| **Section 2321:** Domestic water customers will be defined as follows: “All metered water customers, either single family homes or multi-unit dwellings, of which the primary use is that of a structure to house human residents for an extended period of time shall be considered residential customers for the purpose of water billing”.

| **Section 2422:** Irrigation water customers will be defined as follows: “All metered water services which provide water solely for the purpose of commercial or agricultural irrigation of crops or landscaping shall be considered irrigation accounts for the purpose of water billing”.

| **Section 2523:** Future Rate Increases. Future increases in the water rates charged herein (except the State of Washington tax on system revenues) may be increased by City Council resolution subject to public hearing and notice of publication thereof at least two weeks in advance of approval of said resolution.

| **Section 2624:** The City of Everett will review the water system user charges at least annually and revise the rates as necessary to ensure that adequate water service revenues are generated to pay the costs of operation and maintenance including replacement and that the system continues to provide for proportional distribution of costs of operation and maintenance including replacement among users.

| **Section 2725:** Sections 1 through 12 of this Ordinance are to be codified as follows: Sections 1 and 2 – 14.04.020A, Sections 3 and 4 – 14.04.020B, Sections 5 and 6 – 14.04.010C, Sections 7 and 8 – 14.04.020D, Section 9 – 14.16.710, Section 10 – 14.16.711, Section 11 – 14.16.712 and Section 12 – 14.16.713.

| **Section 2826:** Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

| **Section 2927:** The City Clerk and 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 number and any references, thereto.

RAY STEPHANSON, MAYOR

ATTEST:

CITY CLERK

Passed: _____

Valid: _____

Published: _____

Effective: _____



ORDINANCE NO. _____

An Ordinance Relating to the New Job Tax Credit and Adding a
New Provision to EMC 3.24.105 (Ord. 3175-10)

WHEREAS, Ordinance 3175-10 established a new job tax credit, providing a business and occupation tax credit to taxpayers that create new full time employment positions;

WHEREAS, questions have arisen regarding the operation of the tax credit for persons with wholly-owned subsidiaries or other common-ownership structures;

WHEREAS, the purpose of this ordinance is to add provisions to the EMC 3.24.015 to clarify how the tax credit operates in such situations;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The following is added as EMC 3.24.105.C(11):

11. A person entitled to claim credit under this section may transfer the credit for use by another taxpayer, so long as either of the following conditions are satisfied: (i) either the person entitled to claim credit is wholly-owned by the taxpayer receiving the credit or (ii) the taxpayer receiving the credit is wholly-owned by the person entitled to claim the credit. For the purposes of determining eligibility for the credit and amount of the credit available for transfer under this subsection 11, the number of new full-time employment positions will be deemed to be the sum of (A) the number of new full-time employment positions created by the person entitled to claim the credit and (B) the number new full-time employment positions created by the taxpayer receiving the credit. The director may establish requirements for submittals from the taxpayer receiving the credit necessary to demonstrate whole ownership.

Section 2. The following is added as EMC 3.24.105.C(12):

12. If taxpayers within the city have common ownership, a new full time employment position is not created if the position is the result of transferring the position between the taxpayers unless there is a net increase in the total number of full time employment positions located within the city.

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

Section 4. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination herefrom of any such portion as may be declared invalid.

Ray Stephanson, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

An Ordinance Amending Ordinance No. 3479-16, which created a special improvement project entitled "Forest Park Swim Center Capital Improvements Project", Fund 354, Program 048, to accumulate all costs for the improvement project

- _____ Briefing
- _____ Proposed Action
- _____ Consent
- _____ Action
- _____ First Reading
- _____ Second Reading
- _____ Third Reading
- _____ Public Hearing
- _____ Budget Advisory

COUNCIL BILL #
 Originating Department
 Contact Person
 Phone Number
 FOR AGENDA OF

CB1701-03
Parks
Lori Cummings
425-257-8353
January 18, 2017
January 25, 2017
February 1, 2017

Initialed by:
 Department Head
 CAA
 Council President

do

ST

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
802 East Mukilteo Blvd	Council adoption of Ordinance No. 3479-16, 2/17/16	Proposed Amendment	Administration, Parks

Amount Budgeted	\$200,000.00	CIP 1: Fund 162
Expenditure Required	\$400,000.00	Account Number(s): Fund 354, Program 048
Budget Remaining	\$3,992.07	
Additional Required	\$200,000.00	

DETAILED SUMMARY STATEMENT:

The Forest Park Swim Center was opened for public use in April 1976. It continues to function as the only municipal swimming facility in Everett. Funding Ordinance No. 3479-16 authorized \$200,000 in Capital Improvement Program 1 funds for 2016 maintenance improvements. From February 29 through April 10, 2016, the swim center was closed to complete an initial program of maintenance work, including draining, cleaning, sealing and painting the entire pool tank; maintenance of the spa liner, sauna, and pool steps; installation of replacement lockers in the changing rooms and replacing one of two boilers needed to operate the Swim Center. Later in 2016 a second replacement boiler was acquired. At the conclusion of 2016, \$3,992.07 remained in the funding ordinance.

Given the age of the facility and the desire to minimize maintenance closure timeframes to swim center patrons, continuing work in the Swim Center is required in 2017 to keep the swim center operational. This includes a mechanical controls system evaluation and replacement of the twenty-three year old system, for which spares are no longer available; reconfiguration and relocation of certain electrical panels; subsurface drainage system repairs and improvements in both swim center mechanical rooms; and air handling improvements in maintenance workspaces. Minimal impact to public use of the facility is expected in order to perform necessary 2017 maintenance tasks.

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance Amending Ordinance No. 3479-16, which created a special improvement project entitled "Forest Park Swim Center Capital Improvements Project", Fund 354, Program 048, to accumulate all costs for the improvement project in the additional amount of \$200,000.



ORDINANCE NO. _____

AN ORDINANCE amending the Ordinance which created a special improvement project entitled "Forest Park Swim Center Capital Improvements Project, Fund 354, Program 048, to accumulate all costs for the improvement project, Ordinance No. 3479-16.

WHEREAS, the City of Everett is committed to a planned parks capital improvement program as a part of the City of Everett Parks & Recreation Comprehensive Plan; and

WHEREAS, the Forest Park Swim Center is a capital facility of significance that periodically requires upgrading, modernization, and maintenance of major components to extend its useful life; and

WHEREAS, the City of Everett is requesting additional funding approval for the utilization of Capital Improvement Program 1 (CIP 1) to effect capital improvements at the Forest Park Swim Center;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1:

A special improvement project was established by Ordinance No. 3479-16 as Fund 354, Program 048, and is entitled "Forest Park Swim Center Capital Improvements Project" to accumulate all costs for the improvement project. This amendment to Ordinance 3479-16 increases the fund to \$400,000.00 from \$200,000.00.

Section 2:

Section 4 of Ordinance No. 3479-16 which reads as follows:

The sum of \$200,000 is hereby appropriated to Fund 354, Program 048, "Forest Park Swim Center Improvements Project" as follows:

A. Estimated Project Costs	
Construction	<u>\$200,000</u>
Total Estimated Costs	<u>\$200,000</u>
 B. Source of Funds	
Fund 162 – CIP 1	<u>\$200,000</u>
Total Estimated Funds	<u>\$200,000</u>

This 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.

Be and the same is hereby amended to read as follows:

The additional sum of \$200,000 is hereby appropriated to Fund 354, Program 048, "Forest Park Swim Center Capital Improvements Project" as follows:

C. Estimated Project Costs, this Amendment	
Construction	<u>\$400,000</u>
Total Estimated Costs	<u>\$200,000</u> <u>400,000</u>
D. Source of Funds, this Amendment	
Fund 162 – CIP 1	<u>\$400,000</u>
Total Estimated Funds	<u>\$200,000</u> <u>400,000</u>

This 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 3: Severability

If any provision of this ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, it shall be conclusively presumed that this ordinance would have been enacted without the provision so held unconstitutional or invalid and the remainder of this ordinance shall not be affected as a result of said part being unconstitutional or invalid.

Ray Stephanson, Mayor

ATTEST:

City Clerk

Passed:

Valid:

Published:

Effective Date:

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Ordinance closing a special improvement project entitled "Wiggums Hollow Park Restroom Replacement", Fund 354, Program 046, as established by Ordinance No. 3473-15

- _____ Briefing
- _____ Proposed Action
- _____ Consent
- _____ Action
- _____ First Reading
- _____ Second Reading
- _____ Third Reading
- _____ Public Hearing
- _____ Budget Advisory

COUNCIL BILL #
 Originating Department
 Contact Person
 Phone Number
 FOR AGENDA OF

CB1701-04
 Parks
 Lori Cummings
 425-257-8353
 January 18, 2017
 January 25, 2017
 February 1, 2017

Initialed by:
 Department Head
 CAA
 Council President

<u>Location</u> 2808 10 th Street	<u>Preceding Action</u> Council adoption of Ordinance 3473-15 12/9/15	<u>Attachments</u> Proposed Ordinance	<u>Department(s) Approval</u> Administration, Parks
---	---	--	--

Amount Budgeted	\$300,000.00	Fund 354, Program 046
Expenditure Required	\$223,525.72	Fund 354, Program 046
Budget Remaining	\$76,474.28	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The attached ordinance will close Fund 354, Program 046, entitled "Wiggums Hollow Park Restroom Replacement". The project funded the design and construction of a restroom structure to replace a facility destroyed by an arson event in April 2012.

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance closing a special improvement project entitled "Wiggums Hollow Park Restroom Replacement", Fund 354, Program 046, as established by Ordinance No. 3473-15.



ORDINANCE NO. _____

AN ORDINANCE closing a special improvement project entitled “Wiggums Hollow Park Restroom Replacement”, Fund 354, Program 046, as established by Ordinance No. 3473-15.

WHEREAS, the parks improvement project entitled “Wiggums Hollow Park Restroom Replacement”, Fund 354, Program 046, was established for the design and construction of the replacement of the Wiggums Hollow Park restroom destroyed by an arson event in April 2012; and

WHEREAS, the purpose of the special improvement project has been accomplished; and

WHEREAS, 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 “Wiggums Hollow Park Restroom Replacement”, Fund 354, Program 046, be closed.

Section 2:

That the final expenses and revenues for the “Wiggums Hollow Park Restroom Replacement”, Fund 354, Program 046, are as follows:

A. Expenses

Design and Construction	
Costs	\$ 214,566.84
Total Costs	\$ 214,566.84

B. Revenues

Fund 354 – CIP3	\$ 300,000.00
Total Revenues	\$ 300,000.00

Section 3:

That there are no financial transactions remaining.

Ray Stephanson, Mayor

ATTEST:

City Clerk

Passed:

Valid:

Published:

Effective Date:

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

An Ordinance closing a special improvement project entitled "South Everett Forest Preserve Recreational Improvements Project", Fund 354, Program 047, as established by Ordinance No. 3477-16

- _____ Briefing
- _____ Proposed Action
- _____ Consent
- _____ Action
- _____ First Reading
- _____ Second Reading
- _____ Third Reading
- _____ Public Hearing
- _____ Budget Advisory

COUNCIL BILL # CB1701-05
 Originating Department Parks
 Contact Person Lori Cummings
 Phone Number 425-257-8353
 FOR AGENDA OF January 18, 2017
January 25, 2017
February 1, 2017

Initialed by:
 Department Head _____
 CAA db
 Council President JT

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
East of 1019 109 th Drive SE and West of Interurban Trail	Council adoption of Ordinance 3477-16 2/3/16	Proposed Ordinance	Administration, Parks

Amount Budgeted	\$200,000.00	Fund 354, Program 047
Expenditure Required	\$169,146.37	Fund 354, Program 047
Budget Remaining	\$30,853.63	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The attached ordinance will close Fund 354, Program 047, entitled "South Everett Forest Preserve Recreational Improvements Project". The project funded the construction of approximately 1,600 linear feet of pedestrian trails, including 500 feet of accessible trails, plus a seating area and interpretive signage, as mitigation for the conversion of recreational assets from Thornton A. Sullivan Park to a fire station.

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance closing a special improvement project entitled "South Everett Forest Preserve Recreational Improvements Project", Fund 354, Program 047 as established by Ordinance No. 3477-16.



ORDINANCE NO. _____

AN ORDINANCE closing a special improvement project entitled “South Everett Forest Preserve Recreational Improvements Project”, Fund 354, Program 047, as established by Ordinance No. 3477-16.

WHEREAS, the parks improvement project entitled “South Everett Forest Preserve Recreational Improvements Project”, Fund 354, Program 047, was established for the construction of approximately 1,600 linear feet of trails including 500 feet of accessible trails; and

WHEREAS, the purpose of the special improvement project has been accomplished; and

WHEREAS, 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 “South Everett Forest Preserve Recreational Improvements Project”, Fund 354, Program 047, be closed.

Section 2:

That the final expenses and revenues for the “South Everett Forest Preserve Recreational Improvements Project”, Fund 354, Program 047, are as follows:

A. Expenses

Construction	<u>\$ 169,146.37</u>
Total Costs	\$ 169,146.37

B. Revenues

Fund 354 – CIP3	<u>\$ 200,000.00</u>
Total Revenues	\$ 200,000.00

Section 3:

That there are no financial transactions remaining.

Ray Stephanson, Mayor

ATTEST:

City Clerk

Passed:

Valid:

Published:

Effective Date:

RESOLUTION NO. _____



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

That the payroll of the employees of the City of Everett as of January 07, 2017, and checks issued January 13, 2017, 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	11,082.36	\$6,424.59
003	Legal	\$60,992.75	22,039.43
004	Administration	54,603.55	17,053.33
005	Municipal Court	47,162.14	19,378.89
007	Personnel	47,812.02	18,242.20
010	Finance	54,890.64	22,179.47
015	Information Technology	50,695.70	19,648.28
021	Planning & Community Dev	44,226.37	14,961.81
022	Neighborhoods & Community Svcs	5,538.71	2,393.38
024	Public Works	148,395.32	59,017.49
026	Animal Shelter	31,404.13	12,078.38
027	Senior Center	11,037.24	4,072.50
031	Police	1,502,558.10	294,972.38
032	Fire	907,105.29	182,237.76
038	Facilities/Maintenance	69,489.89	31,270.20
101	Parks & Recreation	147,336.74	61,854.85
110	Library	119,287.20	41,691.57
112	Community Theatre	5,942.00	2,475.77
120	Street	63,613.94	27,207.75
153	Emergency Medical Services	269,839.71	53,139.04
197	CHIP	9,232.58	4,025.59
198	Community Dev Block	6,601.64	2,310.25
401	Utilities	654,904.15	262,808.70
425	Transit	399,414.28	163,643.18
440	Golf	22,111.77	8,560.77
501	Equip Rental	66,379.31	27,570.50
507	Telecommunications	9,656.31	4,060.89
		<u>\$4,821,313.84</u>	<u>\$1,385,318.95</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2017.

Council President

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Call for Bids for Construction of Hayes Street Regulator and Combined Sewer Overflow Controls (Snohomish River Outfall 1, 2 and 3)

- Briefing
- Proposed Action
- Consent
- Action
- First Reading
- Second Reading
- Third Reading
- Public Hearing
- Budget Advisory

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

Public Works

David Voigt

425-257-8983

January 25, 2017

Initialed by:

Department Head

CAA

Council President

db
JT

Location

Area of Hayes Street and East Marine View Drive

Preceding Action

Attachments

Project Area Map

Department(s) Approval

Public Works

Amount Budgeted	\$4,200,000	
Expenditure Required	\$2,000	Account Number(s): UP 3398-31
Budget Remaining	\$4,198,000	
Additional Required	\$0	

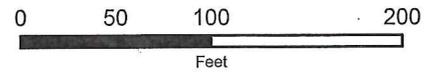
DETAILED SUMMARY STATEMENT:

This project will make improvements to the existing combined sewer system in the vicinity of Hayes Street and East Marine View Drive, significantly reducing Combined Sewer Overflows (CSOs) to the Snohomish River. This project is listed on the Agreed Order with Washington Department of Ecology for completion by the end of 2017 and is listed in the 2014 Comprehensive Sewer Plan as Capital Improvement Project "CI-8". The engineer's estimate for construction of this project is \$3.7 million.

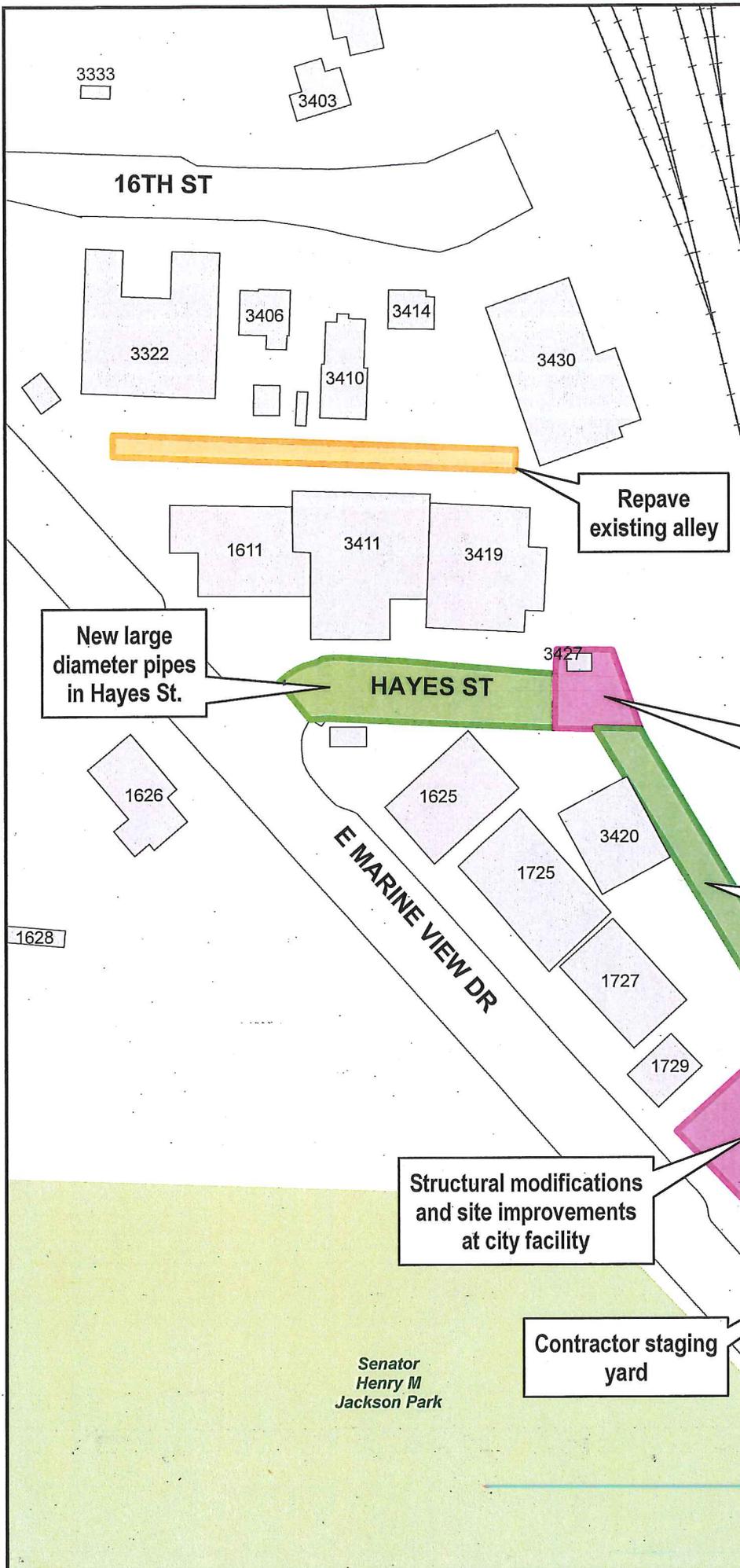
RECOMMENDATION (Exact action requested of Council):

Authorize a Call for Bids for the construction of Hayes Street Regulator and Combined Sewer Overflow Controls (Snohomish River Outfall 1, 2 and 3).

Hayes Street Sewer Improvement Project



July 2016



EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Professional Services
 Agreement with Murray, Smith
 & Associates, Inc. to Provide
 Preliminary Design Services
 for the Reservoir 2
 Replacement

_____ Briefing
 _____ Proposed Action
 _____ Consent
 _____ **X** Action
 _____ First Reading
 _____ Second Reading
 _____ Third Reading
 _____ Public Hearing
 _____ Budget Advisory

COUNCIL BILL # _____
 Originating Department Public Works
 Contact Person Souheil Nasr
 Phone Number 425-257-7210
 FOR AGENDA OF January 25, 2017

Initialed by:
 Department Head _____
 CAA db
 Council President _____

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Rucker Hill, Edward Avenue west of Tulalip Avenue	Request for Qualifications 08/24/16	Professional Services Agreement	Public Works

Amount Budgeted	\$15,000,000	Fund 336
Expenditure Required	\$393,135	Account Number(s): UP 3658-1
Budget Remaining	\$14,606,865	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The 2014 Comprehensive Water Plan recommended replacement of the 105-year old Reservoir 2 with a new 5 MG storage reservoir to be located either in the east half of Reservoir 2 or on the property adjacent to it. To commence this process, staff recommends entering into a Professional Services Agreement with Murray, Smith & Associates, Inc. in the amount of \$393,135 to provide preliminary design services for the Reservoir 2 replacement. The new storage reservoir will obviate the need for the existing Reservoir 2, thus eliminating the risk for a catastrophic failure of the western and southern embankments of the reservoir which are in poor condition.

Additionally, the existing Valve House No. 2 is in excess of 75 years old. Reid Middleton has performed a visual examination of the building to investigate its structural condition and to assess its probable seismic performance. The investigation concluded that the Valve House is both seismically deficient and poorly configured for valve maintenance. The report recommended the replacement of the Valve House. The project will proceed in two phases, the preliminary design phase, which will evaluate various alternatives and will recommend a final configuration for Reservoir 2. The final design phase will include design of the recommended project. The Council will be asked to authorize the final design phase through a supplemental agreement at a later date.

RECOMMENDATION (Exact action requested of Council):

Authorize Mayor to Sign a Professional Services Agreement with Murray, Smith & Associates, Inc. to provide preliminary design services for the Reservoir 2 Replacement in the amount of \$393,135.

**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into on this _____ day of February, 2017, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and Murray, Smith & Associates, Inc., whose address is 2707 Colby Avenue Suite 1100, Everett, WA 98201-3566, hereinafter referred to as the "Service Provider."

WHEREAS, the City desires to engage the Service Provider to Design the Reservoir 2 Replacement project for the City of Everett; and

WHEREAS, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and 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, all in accordance with prevailing professional and industry standards in the Puget Sound region.

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. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. 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 execution of this Agreement and shall be completed by June 30, 2020.

4. **Compensation.**

A. The City shall pay the 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. The 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 types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the 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 the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of Three Hundred Ninety Three Thousand One Hundred Thirty Five Dollars (\$393,135).

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, the 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:

City of Everett
Attn.: Souheil Nasr, P.E.
3200 Cedar Street
Everett, WA 98201

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said 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") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, 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, the 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. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The City does not by this Section 7 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, City may deduct from the final payment due the 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 the 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.** To the extent of the Service Provider's fault, breach of this Agreement, willful misconduct, or violation of law, the Service Provider hereby agrees, except as otherwise

provided in this Section 10, to defend and indemnify the City from any and all Claims arising out or relating to the performance of this Agreement by Service Provider (or by its employees, agents, representatives or subcontractors/subconsultants), whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 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. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 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) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The 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 10: (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. 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 the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10.

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 following policies of insurance 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, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate,

including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her 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. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider 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 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 of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, 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. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. 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.

G. In case of the breach of any provision of this Section 11, 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 the 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. 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 12. 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 12, 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 the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The 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 said 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 the 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 said 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 the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider 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.

13. Employment. The Service Provider warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the 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.

14. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the 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.

15. 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.

16. **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.

17. **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.

18. **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 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

20. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, independent Service Provider, or proposed independent Service Provider, on the basis of race, color, religion, sex, age, disability, marital state, or national origin.

21. **Waiver.** Any waiver by the 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.

22. **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.

23. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

24. **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.

25. **Notices.**

A. Notices to the City of Everett shall be sent to the following address:

City of Everett
Attn.: Souheil Nasr, P.E.
3200 Cedar Street
Everett, WA 98201

B. Notices to the Service Provider shall be sent to the following address:

Murray, Smith & Associates
Attn.: Thomas Lindberg, P.E.
2707 Colby Avenue, Suite 1100
Everett, WA 98201-3566

26. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **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.

28. **Signature.** At the sole discretion of the City, the City may consent to the Service Provider's signature on this Agreement being by email, fax, pdf or other electronic means, in which case such Service Provider signature will be deemed an original signature for all purposes. The City will be deemed to have given such consent effective upon execution of this Agreement by the Mayor of the City.

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,
WASHINGTON**

Ray Stephanson, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Sharon Fuller, City Clerk

James D. Iles, City Attorney

Date

Date

SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity.

<p>Corporation</p> <p><u>MURRAY, SMITH & ASSOCIATES, INC.</u> [Service Provider's Complete Legal Name]</p> <p>By:  Typed/Printed Name: <u>THOMAS J. PERRY</u> Its: <u>VICE PRESIDENT</u> Date: <u>1/12/2017</u></p>
<p>Partnership (general)</p> <p>_____ [Service Provider's Complete Legal Name] a Washington general partnership</p> <p>By: _____ Typed/Printed Name: _____ General Partner Date: _____</p>
<p>Partnership (limited)</p> <p>_____ [Service Provider's Complete Legal Name] a Washington limited partnership</p> <p>By: _____ Typed/Printed Name: _____ General Partner Date: _____</p>
<p>Sole Proprietorship</p> <p>_____ Typed/Printed Name: _____</p> <p>_____ Sole Proprietor: Date: _____</p>
<p>Limited Liability Company</p> <p>_____ [Service Provider's Complete Legal Name] a Washington limited liability company</p> <p>By: _____ Typed/Printed Name: _____ Managing Member Date: _____</p>



EXHIBIT A

SCOPE OF SERVICES

**City of Everett
Replacement of Reservoir 2
Work Order #UP3658
Phase 1 - Preliminary Design**

BACKGROUND

Murray, Smith & Associates, Inc. (MSA) has developed the following scope of services and accompanying fee estimates to provide engineering services for the Replacement of Reservoir 2 project. The scope and fee have been developed using a multi-phase approach as described below, based on discussions with City of Everett (City) staff and our understanding of the project.

PROJECT APPROACH

The engineering services to be provided by MSA will be accomplished using a phased approach, as follows:

- Phase 1 – Preliminary Design
- Phase 2 – Final Design and Bidding
- Phase 3 – Construction Support Services

Based on this approach, the scope of services and fee estimate for the Phase 1 work program are detailed herein. The goal of Phase 1 is to establish design criteria, work collaboratively with City staff to define the size and configuration of proposed improvements, and document the improvements in a preliminary design report with plans prepared to the approximately 30 percent completion level. The well-defined set of improvements from Phase 1 will be used as the basis for developing a more refined scope of services and fee estimate for the subsequent final design work program under Phase 2.

PROPOSED IMPROVEMENTS

The following is a brief overview of the proposed improvements for this project. The proposed improvements have been defined by the City and are used as the basis for the scope of services described herein.

- Demolition and removal of the existing 10 MG open reservoir and valve house.
- 5.0 MG of storage in one or two tanks.
- New valve facility.
- Evaluate rehabilitation/replacement of 24" water main between Reservoir 2 and Reservoir 1.

PHASE 1 PRELIMINARY DESIGN - OVERVIEW

The primary objectives of the Phase 1 work program defined herein are to identify early on the project requirements and constraints; the size and configuration of the new reservoir, valve house, transmission main replacement/rehabilitation and existing reservoir decommissioning/demolition options.

The Phase 1 work program consists of the following major tasks:

- Task 101 – Project Management
- Task 102 – Project Coordination
- Task 201 – Data Collection and Utility Coordination
- Task 202 – Site Reconnaissance and Geotechnical Coordination
- Task 203 – Surveying and Mapping
- Task 204 – Alternatives Evaluation and Conceptual Design
- Task 205 – Preliminary Design
- Task 207 – DOH Project Report
- Task 208 – Public Outreach and Permitting Support
- Task 209 – Subconsultant Services
- Task 301 – Unanticipated Labor or Expenses

PHASE 1 PRELIMINARY DESIGN - SCOPE OF SERVICES

Task 101 - Project Management

- 101.1 Project Status Reporting – Report status of work activities, data needs and issues requiring City input through weekly project status e-mails and phone calls to City Project Manager.
- 101.2 Staff and Subconsultant Management – Manage project staff and subconsultants to ensure all services are in conformance with the scope of services, budget, and schedule.
- 101.3 Invoices and Budget Oversight – Monitor project costs and manage budget and billing tasks, including preparation and submission of monthly invoices, earned value analysis and progress reports.
- 101.4 Project Schedule – Prepare and update project schedule for use throughout the project.
- 101.5 Quality Assurance/Quality Control (QA/QC) – Manage and coordinate in-house quality assurance reviews of all deliverables.

MSA Deliverables:

- Weekly e-mail project status reports.
- Correspondence, e-mails and other documentation.
- Monthly billing statements and activity reports.
- Updated project schedules in MS Project.

City Responsibilities:

- Review project status reports, invoices, and schedule and provide comments to MSA.

Assumptions:

- Anticipated notice to proceed will be on or about January 19, 2017.
- Preliminary design services will be completed according to the schedule (Exhibit C).

Task 102 - Project Coordination

- 102.1 Kick-off Meeting – Prepare for and attend project kick-off meeting with City staff and key team members. Prepare meeting agenda and meeting summary (draft and final).
- 102.2 Coordination with City Staff – Coordinate and meet with City engineering and operations staff to discuss project elements and gather input on key issues related to all project elements

MSA Deliverables:

- Agenda and summary of all meetings.

City Responsibilities:

- Coordinate with project team, assist with scheduling meetings, and attend meetings.
- Review meeting agendas, meeting summaries, and provide comments to MSA.

Assumptions:

- One kick-off meeting will be attended by up to five MSA team members.
- Up to three project coordination meetings with City staff will be attended by up to four MSA staff.
- Coordination other than through meetings will be accomplished up to the hours shown in the fee estimate.

Task 201 - Data Collection and Utility Coordination

- 201.1 Data Request List – Coordinate with City on preliminary data needs and availability of data prior to full development of a data request list. Prepare a list of data needed for the project, submit initial list to the City during project kick-off, and coordinate with the City during the data collection process. This includes preparing additional lists of supplemental data needed for the project, as necessary. Approximately three data requests are estimated.
- 201.2 Review Data and Information – Review data and information provided by the City and extract relevant information for the project. This will include:
- Gather and review existing mapping, design drawings, engineering reports and other data related to the project site.
 - Review of existing site drainage and reservoir drainage, overflow and outfall facilities.
 - Review of existing water transmission piping, valving and reservoir operations, including available SCADA data. Reservoir operations information to be provided in meeting with City, in addition to SCADA data availability.
 - Review of existing site access, site access easements and utility easements.
 - Review of existing site security provisions.
 - Extent of yard piping replacement and pipe condition assessment.
- 201.3 Utility Coordination and Analysis – Acquire utility system mapping from all utilities located within the project area. Perform a utility conflict analysis for the preliminary onsite pipelines to identify potential utility conflicts. Develop a list of potential conflict locations

to obtain specific utility information, including dimensions, location and depth, identifying areas to be potholed by the City to confirm existing utilities at critical locations of planned improvements, as necessary.

MSA Deliverables:

- Electronic copies of formal “Request for Information”.
- Utility conflict analysis and recommendations for utility potholing, if required.

City Responsibilities:

- Meet with MSA to discuss data requests and provide all available as-built documents for City facilities, available and necessary SCADA data, and other requested data within the timeframe shown in the project schedule for this task.
- City crews to perform potholing as determined by the utility conflict analysis and on an as-needed basis.

Task 202 - Site Reconnaissance and Geotechnical Coordination

- 202.1 Site Reconnaissance – Conduct a field reconnaissance of the Reservoir 2 site with the City and team members to review site conditions, discuss proposed improvements, and gather information.
- 202.2 Geotechnical Coordination – Coordinate geotechnical exploration tasks with geotechnical subconsultant including likely locations of structures to identify optimal test pit or boring locations, review draft and final geotechnical reports, and coordination of field work.
- a. Geotechnical surveys will be completed by MSA subconsultant, GeoEngineers, as described in more detail under Task 208.2.

City Responsibilities:

- Attend field reconnaissance with MSA and other team members.

Task 203 - Surveying and Mapping

- 203.1 Survey Coordination and Review – Coordinate surveying tasks with surveying subconsultant, review draft survey information, and coordinate with surveyor on work required to complete survey to City standards and requirements of the project.
- a. Topographic Survey of Reservoir 2 and 4 site will be completed by MSA subconsultant, Duane Hartman and Associates (DHA), as described in more detail under Task 208.1.
- 203.2 Base Map Development – Perform final review and formatting of AutoCAD files of survey from DHA, develop base map suitable for design for use in the preliminary layout of site improvements on the Reservoir 2 site and subsequent tasks under final design.

City Responsibilities:

- Field locate water mains, other City utilities and appurtenances prior to site survey.

MSA Deliverables:

- Survey base map in AutoCAD format meeting the current City Design “Survey & CAD Standards for Civil Projects”.
- Stamped and signed hard copies of the topographic and boundary survey.
- Copies of survey notes.

Task 204 – Alternatives Evaluation and Conceptual Design

204.1 Develop Design Criteria – Develop design criteria and document City preferences for use in the alternatives evaluation, conceptual and preliminary design efforts including the following:

- Reservoir seismic and structural criteria
- Reservoir floor and overflow elevations
- Coating systems, interior and exterior
- Cathodic protection considerations
- Reservoir inlet, outlet, overflow, and drain piping
- Allowable leakage criteria, collection and disposal
- Hydraulic mixing system
- Metering and valving
- Dechlorination
- Access and safety systems, interior and exterior
- Ventilation
- Water quality sampling
- Security
- Lighting
- SCADA/telemetry
- Operations and maintenance
- Yard Piping
- Site Access
- Reservoir type, shape, and number of reservoirs or compartments
- Site grading and reservoir
- Reservoir Operations and Maintenance

MSA will prepare a draft design criteria and City preferences summary for City’s review and input. Design criteria and preferences will then be discussed and finalized with City staff in a workshop setting. Finalized design criteria and preferences will be documented and submitted to City.

204.2 Develop and Evaluate Alternatives – Identify, describe, and evaluate up to two (2) alternatives for each of the following:

- Reservoir size, type and configuration, one or two reservoirs
- Valve facility style and configuration
- Water transmission main replacement/rehabilitation options

- Existing Reservoir 2 decommissioning/demolition options, including evaluation of adjacent slope.
- 204.3 Develop Triple Bottom Line Evaluation Criteria – For each of the alternatives identified above, develop criteria that will be used to evaluate the alternatives based on the Triple Bottom Line (TBL) decision model. Coordinate with the City to develop criteria and provide completed set of criteria to the City for review and comment prior to the workshops (described below).
- 204.4 City Workshops and Alternative Evaluations – In up to two (2) workshop settings, meet with City staff to present the alternatives described above, make modifications to the evaluation spreadsheet, and load the spreadsheet model with input from the group for criteria weighting and scoring.
- 204.5 Develop Conceptual Layout - Develop conceptual layout of the improvements for the site using the established design criteria, City preferences, and selected alternatives. The conceptual layout will include anticipated site civil and utility work including potable water, storm drainage, storm detention, water transmission main replacement/rehabilitation, reservoir, and valve facility improvements.
- MSA will submit draft conceptual design to City for review and comment. Comments will be incorporated into a revised conceptual layout to be prepared.
- 204.6 Develop Renderings – Develop conceptual renderings illustrating the proposed reservoir and site (before and after) with the surroundings to provide the observer with a realistic perspective. Anticipated figures include:
- Plan view or birds-eye view of existing site (before) using aerial imagery.
 - Elevation view of existing site (before) using digital photos.
 - Plan view or birds-eye view of proposed reservoir and site (after) using aerial imagery and rendered images of proposed improvements.
 - Elevation view of proposed reservoir and site (after) using digital photos and rendered images of proposed improvements.

MSA Deliverables:

- Draft and finalized design criteria and preferences in Word and PDF format.
- Alternatives workshop agendas and materials in Word and PDF format.
- Conceptual layout plan in PDF format.
- Rendering figures in PDF format.

City Responsibilities:

- Participate in design criteria and alternatives evaluation workshops and provide input on preferences for proposed improvements.
- Review draft design criteria and preferences summary prior to workshop.
- Review alternatives evaluation materials prior to workshops.
- Review and provide consolidated comments on conceptual plan and rendering submittals.

Assumptions:

- One design criteria workshop with City staff will be attended by up to four MSA team members.
- Up to two alternatives evaluation workshops with City staff will be attended by up to four MSA team members.

Task 205 - Preliminary Design

This task will include coordination with City staff on key design elements, design criteria, and development of preliminary plans to the approximately 30 percent design completion level as described below.

205.1 Preliminary 30% Plans - Based on the final conceptual layout plan, prepare preliminary plans at the 30% design completion level of the proposed improvements for the site, reservoir, and valve facility. Preliminary plans will be developed at a 1"=20' scale. The 30% plans are anticipated to include key plan sheets necessary to convey design aspects of major project components. A preliminary list of anticipated plan sheets to be included at the 30% submittal is listed below.

- Cover Sheet
- Symbols and Abbreviations
- Site Layout Plan and Survey Control
- Grading and Drainage Plan
- Site Utility Plan
- Transmission Main Plan and Profile
- Reservoir Plan
- Reservoir Section
- Reservoir 2 Demolition Plan
- Reservoir 2 Demolition Section
- Valve Facility Plan
- Valve Facility Section
- Electrical One-Line Diagram
- Electrical Site Plan
- Valve Facility Electrical Plan

205.2 Cost Estimates and Schedule – Prepare preliminary construction cost estimates for the proposed reservoir, valve house and related site improvements and include the estimated construction schedule within the overall project schedule.

205.3 City Review Meetings – Meet with the City throughout preliminary design to review and discuss project elements, as needed. Submit 30% preliminary plans to the City for review and comment. Meet with City to discuss review comments and proposed modifications to 30% preliminary plans. Modify plans based on City review comments.

City Responsibilities:

- Review draft 30% preliminary plan submittals and provide comments to MSA.
- Participate in review meetings and provide input on preferences for proposed improvements.

MSA Deliverables:

- 30 percent preliminary plans at half size (11x17) and full size (22x34) in PDF format.
- Engineer's Opinion of Probable Construction Cost and estimated construction schedule.
- Review workshop agendas and meeting summaries.

Assumptions:

- A total of three City review meetings are anticipated and will be attended by up to five MSA team members.

Task 206 - DOH Project Report

- 206.1 Draft Preliminary Design Report – Prepare a Preliminary Design Report that documents the project background, proposed improvements, design criteria, alternative improvements, analyses, discussion of operations and maintenance requirements, cost estimates, and project schedule. Include in the appendix the 30% preliminary plans and the technical memorandums from the services performed by sub consultants. The Preliminary Design Report will be prepared to fulfill the Department of Health (DOH) Project Report requirements for facility projects.
- 206.2 Final Preliminary Design Report – Modify report based on City review comments and submit copies of final report to City.
- 206.3 DOH Report Submittal and Coordination – Submit the Preliminary Design Report and required DOH forms to DOH for review in accordance with the project report requirements for proposed facility projects. Coordinate with DOH staff as required and provide written responses to comments received from DOH's review of the report.

City Responsibilities:

- Review draft project report and provide comments to MSA.

MSA Deliverables:

- Draft and final Preliminary Design Report will be submitted to the City in Word and PDF formats.

Assumptions:

- City will provide comments on the preliminary design report via e-mail.

Task 207 - Public Outreach and Permitting Support

This task includes services to assist the City on an as-needed basis for public outreach and permitting activities associated with the project.

- 207.1 Open House/Public Meetings – Assist City staff with public meetings by participating in meetings and preparing presentation material to convey project information.
- 207.2 Mailers and Handouts – Assist City staff with mailers and handouts by providing project information, figures and supporting graphics.
- 207.3 City Permit Assistance – Review the City's permit checklist, applications and attachments for project permits including right-of-way construction permit, public works permit, and grading permits. Prepare supporting graphics and provide necessary information for the City. City will take the lead in preparation of the SEPA checklist. MSA will provide the necessary technical information and graphics to support SEPA.

MSA Deliverables:

- Project information, figures, presentation material and supporting graphics.
- Conceptual drawings and renderings.

City Responsibilities:

- City will take the lead in scheduling, notifying the public, and conducting public outreach meetings.
- City will coordinate with MSA, as needed, during the development of mailers, handouts and presentation material.

Assumptions:

- City staff will take the lead role in communicating with the neighboring community and the general public. MSA will support the City per the tasks above. It is assumed that one neighborhood public meeting will be held.
- One mailer/hand-out will be developed.
- Up to two conceptual drawings and renderings will be developed.
- Proposed improvements are subject only to City of Everett land use, environmental, and construction permit conditions.
- City will take the lead in completing the applications and processing all permits. MSA will provide supporting technical information and review draft applications.

Task 208 - Sub consultant Services

This task includes the specialty services to be provided by MSA's sub consultants for Phase 1, as described below.

208.1 Survey and Mapping – Duane Hartman and Associates (DHA) will provide the topographic survey, utility locating, and base mapping services for the Reservoir 2 and 4 site. A more detailed description of the services to be provided follows.

- Research and map the existing utilities prior to field survey and from available utility company and City records. Existing base mapping by Metron & Associates (2010) will be field confirmed by DHA and utilized as a component of the new base mapping. Two-man field survey crews will be utilized to establish site control and survey the entire project.
- Topographic mapping will be completed to City of Everett (COE) standards (for scale and contour interval). DHA will locate a sufficient amount of the existing right of way monuments to generate City street rights of way, platted lot lines and reservoir boundary.
- Topographic mapping will consist of all above ground planimetric features, curbs, walks, fences, trees etc., and all above and underground utilities. DHA field crews will employ the City of Everett field survey standards for point descriptions, field note taking standards and all standards identified by the City's Project Manager.
- DHA will employ APS Locating to paint out the underground private utilities within the street rights of way and any within the site, then rely on the of the City of Everett to locate and paint all onsite and ROW city utilities.
- All field data will be processed in accordance with COE's CAD standards and sent in AutoCAD as a block drawing. The horizontal datum will be Washington State Plane

coordinates, north zone, as specified by COE. The vertical datum will be NAVD-88. The topographic survey will be developed as a 1"=20' scale file with one or two foot contours, in accordance with COE standards.

- Package and electronically transmit the topographic and boundary survey information to the project team for their use in the site plan and reservoir design.

208.2 Preliminary Geotechnical Engineering - GeoEngineers will provide geotechnical engineering services consisting of subsurface explorations and evaluation of soils and groundwater conditions for the reservoir and site improvements. A more detailed description of services to be performed is provided below.

- Review geologic and hydrogeologic references, available groundwater data, and previous geotechnical reports regarding subsurface soil and groundwater conditions. Participate in scoping discussions with MSA and/or the City of Everett, as requested.
- Visit the site to complete a geologic reconnaissance of the current site and slope conditions, soil exposures, seepage areas, evaluate near-surface soils with hand tools, and to complete photographic documentation.
- Meet with utility representatives and clear boring locations. GeoEngineers will call the One Call Service and also subcontract a private utility locator to aid in locating the borings.
- Explore subsurface soil and groundwater conditions at the site by drilling 5 borings with a track drill rig to depths ranging from 15 to 80 feet. GeoEngineers representative will maintain a detailed log of each boring and obtain samples of the various materials encountered. The samples will be returned to GeoEngineers office for additional examination and laboratory testing. GeoEngineers will plan to leave cuttings on site in an area designated by City staff. Based on the project understanding, borings are proposed in the following areas:
 - Two borings within the proposed new reservoir footprint to confirm existing fill characteristics, and the variability of transitional deposits below the foundation considering settlement analyses (estimated 50 to 60 feet each)
 - One boring in the north portion of the site for trenching recommendations for the new pipe (15 feet)
 - One boring at the proposed new valve house location (25 feet considering the slope in this area)
 - One boring at the crest of the steep slope to supplement the previous borings in this area and obtain laboratory data for slope stability analyses (estimated 80 feet)
- Evaluate pertinent physical and engineering characteristics of the soils from the results of the field explorations and geotechnical laboratory tests performed on samples obtained from the explorations. Anticipate completing moisture content tests, gradation tests, Atterberg Limits testing, and consolidation testing, as appropriate.
- Describe site conditions including detailed subsurface soil conditions encountered based on results of the field explorations and geotechnical laboratory analysis.
- Develop a critical cross section for slope stability analyses based on GeoEngineers' review of site conditions, and the results of drilling and laboratory testing. Develop

alternative slope stabilization measures considering the results of slope stability analyses and proximity of the new reservoir, if applicable.

- Provide recommendations for site preparation and earthwork including estimated stripping depths and required subgrade preparation, suitability of on-site soils for use as structural fill including any constraints for wet weather construction, gradation criteria for any structural fill material which may have to be imported, and fill placement and compaction requirements. Also provide earthwork and construction considerations for demolition of the existing Reservoir 2 considering the adjacent slope.
- Develop recommendations for excavation and shoring, including temporary cut slopes.
- Provide a description of the groundwater conditions encountered or expected and conclusions and recommendations regarding dewatering techniques, where appropriate. This will include a discussion of appropriate dewatering techniques and details, and suggestions for dewatering specifications and bid items, if appropriate.
- Perform engineering analyses and provide conclusions and recommendations for the following:
 - Foundation type for the reservoir and appropriate design capacities and/or bearing pressures, lateral resistance values and estimates of expected foundation settlement. We anticipate that both a mat foundation and a slab and ring-wall foundation configuration will be evaluated.
 - Settlement mitigation measures, if applicable, including preload and surcharge alternatives to reduce post construction settlements to within tolerable limits.
 - Geotechnical considerations for subgrade preparation for foundations.
 - Shoring design including lateral pressures and partial shoring considerations.
 - Pipe support including bedding and backfill.
 - Construction dewatering considerations including depth to groundwater encountered during drilling, and estimated permeability coefficients based on laboratory sieve analyses.
 - Seismic design criteria based on AWWA and IBC including soil profile type, spectral response accelerations, seismic coefficients, site class and seismic use group.
 - Erosion control measures during and following construction, and permanent site drainage.
 - Shallow building foundations and slab-on-grade for the new valve house.
 - Retaining wall design parameters for grade transitions at the site, if required.
- Comment on any anticipated construction difficulties identified from the results of the field exploration and from experience on projects at similar sites.
- Present findings and recommendations in a written report with supporting site plan, boring logs, and other applicable figures.
- Attend one or two meetings with MSA and/or the City of Everett, as requested.
- Provide support to MSA during preliminary design of the plans and specifications, as requested.

208.3 Preliminary Structural Engineering – Peterson Structural Engineers (Peterson) will provide structural engineering support for the project up to the 30 percent design completion level. A more detailed description of the services to be provided follows.

- Preliminary geometry assessment and foundation load summary.
- Review of geotechnical information provided by GeoEngineers.
- Generation of preliminary gravity and lateral design loads.
- Perform design and generation of preliminary construction drawings up to the 30 percent design completion level.
- Provide preliminary design documents for design review submittal.
- Prepare preliminary design memo for the structural elements.
- Attend one meeting with the City to review draft pre-design documents.
- Provide finalized 30 percent preliminary design structural drawings and technical memorandum.

208.4 Preliminary Electrical Engineering – R&W Engineers (R&W) will provide electrical engineering support for the project up to the 30 percent design completion level. A more detailed description of the services to be provided follows.

- Perform site visit and review information about existing utilities.
- Perform load calculations for electrical service.
- Prepare preliminary electrical engineering technical memorandum.
- Prepare preliminary one-line diagram, electrical demo plan, electrical site plan, valve house electrical plan.

Task 301 – Unanticipated Labor or Expenses

This task will include additional unanticipated labor or expenses not specifically identified in the scope of work tasks defined above. Such work items will be implemented on a work order basis and will be undertaken only after written authorization from the City's Project Manager.

ESTIMATED SCHEDULE

MSA is prepared to begin work on this project immediately upon receipt of notice to proceed from the City. Services contained herein will be completed while working in close coordination with City staff within the project schedule provided as Exhibit C.

ENGINEERING FEE ESTIMATE

An engineering fee estimate, Exhibit B, has been prepared with a supplemental services management reserve for Phase 1 based on the detailed scope of services contained herein. The City will provide written authorization prior to proceeding with any Supplemental Services.

CITY OF EVERETT, REPLACEMENT OF RESERVOIR 2, PHASE 1 PRELIMINARY DESIGN, UP3658 - EXHIBIT B
PROJECT HOURS, EXPENSES AND FEE ESTIMATE

Date: 12-Jan-17

Labor Category	Staff	Direct Salary Hourly Rates, (\$\$,CC)	HOURS FOR EACH TASK (Whole Hours Only)											Total Hours	Cost		
			Task 101	Task 102	Task 103	Task 201	Task 202	Task 203	Task 204	Task 205	Task 206	Task 207	Task 208			Task 301	
1 Principal in Charge	Perry	\$ 79.58	17	0	0	0	0	0	0	0	0	0	0	0	0	17	\$ 1,353
2 Project Manager / Contract Manager	Lindberg	\$ 73.49	97	17	3	2	32	48	10	12	12	0	0	0	0	223	\$ 16,388
3 Project Engineer / Design Lead	Meyer	\$ 53.60	8	24	0	0	100	170	32	0	0	0	0	0	0	349	\$ 18,706
4 Technical Advisor	Boland	\$ 60.58	8	11	0	0	24	28	6	0	0	0	0	0	0	81	\$ 4,907
5 Project Engineer	Hardy	\$ 51.29	0	14	0	2	85	130	20	8	0	0	0	0	0	265	\$ 13,592
6 Design Engineer	Tannahill	\$ 34.98	0	6	0	8	140	240	50	20	0	0	0	0	0	495	\$ 17,315
7 Drafter / CAD	Marx	\$ 39.04	0	0	0	12	40	140	5	16	0	0	0	0	0	213	\$ 8,316
8 Project Admin.	Russ	\$ 17.18	8	3	0	0	8	8	4	0	0	0	0	0	0	39	\$ 670
Total Task Hours			130	75	38	19	24	429	764	127	76	0	0	0	0	1,682	\$
Subtotal Direct Salary Cost (DSC), \$			9,103	4,182	1,876	986	20,121	35,002	5,832	3,397	0	0	0	0	0	0	\$ 81,246
Overhead on DSC (Indirect cost) @ .%			16,196	8,359	3,550	1,923	1,995	40,220	69,985	11,698	6,790	0	0	0	0	0	\$ 162,402
Total Labor Cost, \$			27,299	12,541	5,026	2,744	60,341	104,987	17,530	10,187	0	0	0	0	0	0	\$ 243,648
Expenses, \$																	
1 Mileage & Travel			0	200	0	0	300	300	0	0	0	0	0	0	0	0	\$ 860
2 Renderings, Reproduction & Printing			100	50	20	20	3,200	200	200	0	0	0	0	0	0	0	\$ 3,920
3 Postage & Delivery			10	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 10
4 Unanticipated additional work authorized by the City			0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 30,000
5 Per Labor Hr. Model Charge			0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 3,834
Total Expenses, \$			110	250	20	20	3,220	500	200	0	0	0	0	0	0	0	\$ 36,524
TOTAL LABOR AND EXPENSES			27,409	12,791	5,046	2,814	64,561	107,987	17,730	10,485	0	0	0	0	0	0	\$ 282,172
Subconsultant Expenses, \$																	
1 IDHA (Surveying)																	\$ 20,074
2 GeoEngineers (Geotechnical)																	\$ 396,900
3 PSE (Structural)																	\$ 15,000
4 R&W (Electrical)																	\$ 10,500
TOTAL SUBCONSULTANTS																	\$ 82,474
Subconsultant Admin Mark-up, %																	\$ 4,124
Subtotal Cost by Task			27,409	12,791	5,046	2,814	64,561	107,987	17,840	10,485	0	0	0	0	0	0	\$ 86,598
Fee/Profit (as % of Total DSC & Overhead)			2,730	1,254	503	274	6,034	10,497	1,755	1,019	0	0	0	0	0	0	\$ 24,365
Next Year's Labor Escalation*			0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
TOTAL ESTIMATED COST AND FEE, \$			30,139	14,045	5,549	3,088	70,595	118,484	19,595	11,514	0	0	0	0	0	0	\$ 393,135

* Next year's labor escalation was calculated assuming 0.00% of the work would be completed next year.
 Enter data in yellow & green shaded cells only. Other formula cells are locked to prevent accidental changes. There is no password protection.

Overall Project Multiplier	3.30
Fee/Profit, as a % of DSC Only	29.99%



EXHIBIT C

TIME SCHEDULE OF COMPLETION

**City of Everett
Replacement of Reservoir 2
Work Order #UP3658**

Phase 1 - Preliminary Design

PRELIMINARY ESTIMATED SCHEDULE

MSA shall begin work immediately upon receipt of Notice to Proceed from the City and proceed according to the preliminary estimated schedule presented below. However, the schedule may change due to factors beyond MSA’s control, such as additional time required for permitting, public outreach, etc.

Preliminary Design Tasks	Estimated Completion
Notice to Proceed	February 3, 2017
Task 101 – Project Management	February – September 2017
Task 102 – Project Coordination	February – September 2017
Task 201 – Data Collection and Utility Coordination	February – March 2017
Task 202 – Site Reconnaissance and Geotechnical Coordination	February – April 2017
Task 203 – Surveying and Mapping	February – March 2017
Task 204 – Alternatives Evaluation and Conceptual Design	April – July 2017
Task 205 – Preliminary Design	July – September 2017
Task 206 – DOH Project Report	July – September 2017
Task 207 – Public Outreach and Permitting Support	As Requested by City
Task 301 – Unanticipated Supplemental Services	As Requested by City

Estimated Final Design, Bidding and Construction Tasks*	Estimated Completion
Final Design	September 2017 – May 2018
Bidding	May – June 2018
Construction	July 2018 – December 2019

** Final design, bidding and construction schedule contingent upon results of preliminary design phase and final scope of the proposed project improvements.*

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT
ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM

1. Does Service Provider have twenty-five (25) or more employees? Yes No
IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.
IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.

Service Provider Name: MURRAY, SMITH & ASSOCIATES, INC

Signature:  Printed Name: THOMAS PARDO Title: VICE PRESIDENT

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Award the 2017 Biosolids
Removal Project Contract to
American Process Group, Inc.

- _____ Briefing
- _____ Proposed Action
- _____ Consent
- X Action
- _____ First Reading
- _____ Second Reading
- _____ Third Reading
- _____ Public Hearing
- _____ Budget Advisory

COUNCIL BILL # _____
 Originating Department Public Works
 Contact Person Chris Chesson
 Phone Number 425-257-8878
 FOR AGENDA OF January 25, 2017

Initialed by:
 Department Head _____
 CAA db
 Council President jt

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Water Pollution Control Facility, 4027 4 th Street SE, Everett, WA	Call for Bids 11/9/2016	Bid Tabulation	Public Works

Amount Budgeted	\$915,000.00	
Expenditure Required	\$603,786.00	Account Number(s):401-5-200-112-643-480
Budget Remaining	\$311,214.00	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The 2017 Biosolids Removal Project will dredge and dewater approximately 2000 dry tons of biosolids from Aeration Cell 2 (AC2) at the City's Water Pollution Control Facility (WPCF). The biosolids are a product of the WPCF process and must be periodically removed to provide adequate treatment and storage capacity in AC2. This will be accomplished in one mobilization to the WPCF and is expected to begin in April of 2017.

Two bids were received at the bid opening on January 10, 2017. American Process Group, Inc. was the lowest responsive and responsible bidder with a bid of \$603,786.00.

RECOMMENDATION (Exact action requested of Council):

Award the 2017 Biosolids Removal Project Contract to American Process Group, Inc. in the amount of \$603,786.00.

BID TABULATION
2017 Biosolids Removal Project
WO #2600-4-1
Date: 1/10/2017
Prepared by: Chris Chesson

Item #	Item Description	Unit	Quantity	American Process Group Inc.		Marine Industrial Construction					
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Mobilization	LS	1	\$ 128,558.00	\$ 128,558.00	\$ 130,000.00	\$ 130,000.00	\$ -	-	\$ -	-
2	Biosolids Dredging	Dry tons	2000	\$ 73.49	\$ 146,980.00	\$ 107.50	\$ 215,000.00	\$ -	-	\$ -	-
3	Biosolids Dewatering	Dry tons	2000	\$ 164.12	\$ 328,240.00	\$ 160.00	\$ 320,000.00	\$ -	-	\$ -	-
4											
5											
Subtotals				\$ 603,778.00	\$ 603,778.00	\$ 665,000.00	\$ 665,000.00	\$ -	-	\$ -	-
Total				\$ 603,778.00	\$ 603,778.00	\$ 665,000.00	\$ 665,000.00	\$ -	-	\$ -	-

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Amendment No. 1 to the
Professional Services
Agreement with HDR
Engineering, Inc. for the 2016
Water and Sewer
Comprehensive Cost of Service
Study

_____ Briefing
_____ Proposed Action
_____ Consent
_____ Action
_____ First Reading
_____ Second Reading
_____ Third Reading
_____ Public Hearing
_____ Budget Advisory

X

COUNCIL BILL # _____
Originating Department Public Works
Contact Person Dave Davis
Phone Number 425-257-8913
FOR AGENDA OF January 25, 2017

Initialed by:
Department Head _____
CAA db
Council President jt

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
	Professional Services Agreement 12/2/15	Amendment No. 1	Public Works

Amount Budgeted	\$300,000.00	
Expenditure Required	\$15,000.00	Account Number(s):401 5300109923410 401 5300119923410 401 5300123923410
Budget Remaining	\$155,185.00	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The City of Everett Water and Sewer contracted with HDR Engineering, Inc. to perform a comprehensive water, sewer, and storm water cost of service study in 2015. Additional time and work was required from the consultant to update the cost of service analysis after the initial ordinance was delayed and revised in November 2016. Additional information and development of alternative scenarios outside the original scope of work was required.

Amendment No. 1 extends the agreement until March 31, 2017 and provides for an expanded scope of work in an amount not to exceed \$15,000.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with HDR Engineering, Inc. for the 2016 Water and Sewer Cost of Service Study, extending the completion date and providing for additional work in an amount not to exceed \$15,000.

**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EVERETT
AND HDR ENGINEERING, INC.**

This Amendment No. 1 is dated for reference purposes November 29, 2016. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington ("City") and HDR Engineering, Inc. ("Service Provider").

RECITALS

A. The City and Service Provider are parties to the Professional Services Agreement dated December 2, 2015 (the "Agreement").

B. The City and the Service Provider desire to amend the Agreement for the purpose of providing additional services and extending the duration of the agreement.

AGREEMENT

The City and Service Provider agree as follows:

1. The Agreement is modified so that time of beginning and completion are as follows:

Time of Beginning and Completion of Performance: This Agreement shall commence as of the date of execution of this Agreement and shall be completed by March 31, 2017.

2. The Agreement is modified so that total compensation, including all services and expenses, shall not exceed \$144,815.00
3. The Work is modified to add the following Work: Amendment 1, Exhibit "A" Scope of Work attached.
4. Regardless of the date(s) on which this Amendment is signed by the parties, the parties agree that the Agreement has been continuously in effect since December 2, 2015.
5. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

**CITY OF EVERETT
WASHINGTON**

HDR Engineering, Inc.

By: _____
Ray Stephanson, Mayor

Signature: Karen M. Doherty
Typed/Printed Name: Karen Doherty
Title: Sr. Vice President

Date

1/3/17

Date

ATTEST:

APPROVED AS TO FORM:

Sharon Fuller, City Clerk
Date: _____

James D. Iles, City Attorney
Date: _____

City of Everett
Amendment 1 to the City's Water, Sewer and Surface Water Rate Study
Additional Scope of Services

HDR provided a draft final report to the City of Everett on the City's 2016 Water, Sewer and Surface Water Rate Study. The City Council has requested additional information and development of alternative scenarios in order to make an informed decision concerning the rates. The City and HDR agree that these additional services are outside of the original scope of services that were provided as a part of the original scope of work.

The additional scope of work to be provided to the City is of an "on-call/as-needed basis" and presumed to be primarily focused on the following areas:

- Development of additional financial planning scenarios: Work with City staff to develop alternative funding scenarios for the capital plans of each utility and determine an alternative rate transition plan.
- Review the issue of median household income and rates: Research the change in median household income and utility rates over the last ten (10) years and provide a summary file/graph of the findings.
- City Council Meetings: Assist, as needed and requested, with up two (2) additional City Council meetings. This may include the development of PowerPoint slides and a presentation to the City Council

Provided below is an estimate of the hours and fees associated with this addendum.

City of Everett					
Rate Study Addendum 1 - Estimated Fees					
Task	Task Description	Project Manager	Sr. Fin. Analyst	Admin./ Clerical	Total Addendum
	Hourly Billing Rates	\$290.00	\$175.00	\$135.00	
1	Financial Planning Scenarios				
	Total Hours - Task 1	4	40	2	46
	Labor Cost - Task 1	\$1,160	\$7,000	\$270	\$8,430
2	Research Median Household Income				
	Total Hours - Task 2	2	20	1	23
	Labor Cost - Task 2	\$580	\$3,500	\$135	\$4,215
3	City Council Meetings				
	Total Hours - Task 3	6	3	0	9
	Labor Cost - Task 3	\$1,740	\$525	\$0	\$2,265
	Total Hours	12	63	3	78
	Total Estimated Fees	\$3,480	\$11,025	\$405	\$14,910
	Plus: Expenses				
	Mileage				50
	Printing/Copies				40
	Total Expenses				\$90
	Total Project Fee Estimate				\$15,000

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Professional Services _____ Briefing
 Agreement With Black Box _____ Proposed Action
 Networks for NEC Telephone _____ Consent
 Network Maintenance X Action
 _____ First Reading
 _____ Second Reading
 _____ Third Reading
 _____ Public Hearing

COUNCIL BILL # _____
 Originating Department Finance/Purchasing
 Contact Person Clark Langstraat
 Phone Number 425-257-8901
 FOR AGENDA OF January 25, 2017

Initialed by:
 Department Head _____
 CAA db
 Council President JT

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
	Request For Proposal Award, November 23, 2016	Professional Services Agreement	Information Technology, Legal, Finance/Purchasing

Amount Budgeted	\$1,237,596.36	
Expenditure Required	\$1,237,596.36	Account Number(s): 507 5220000480
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Following Council's award of Request for Proposal (RFP) 2016-057 for NEC Telephone Network Maintenance to Black Box Network Services, it was determined that a Professional Services Agreement (PSA) with the awardee would be necessary. The attached PSA mirrors Black Box's RFP response and will run through 2021.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign a Professional Services Agreement with Black Box Network Services for NEC Telephone Network Maintenance in the amount of \$1,237,596.36 including Washington State sales tax.

**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into on this day of January, 2017, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and Midwest Communications Technologies, Inc d/b/a Black Box Network Services, whose address is 250 Enterprise Drive, Lewis Center OH 43045, hereinafter referred to as the "Service Provider."

WHEREAS, the City desires to engage the Service Provider to provide NEC Integrated Voice Network hardware maintenance, software support and dedicated technician services for the City of Everett; and

WHEREAS, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and 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. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. 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 execution of this Agreement and shall be completed by December 31, 2021.

4. **Compensation.**

A. The City shall pay the 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. The 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 types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the 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 the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of One Million Two Hundred Thirty Seven Thousand Five Hundred Ninety Six and 36/100 Dollars (\$1,237,596.36).

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, the 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:

City of Everett
Attn.: Jeanette Postma, Information Technology Manager
2930 Wetmore, Suite 6A
Everett, WA 98201

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said 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") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, 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, the 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. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The City does not by this Section 7 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, City may deduct from the final payment due the 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 the 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 10, the Service Provider hereby agrees to defend and indemnify 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. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 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. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 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) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The 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 10: (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. 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 the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10.

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 following policies of insurance 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, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate,

including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her 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. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider 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 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 of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, 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. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. 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.

G. In case of the breach of any provision of this Section 11, 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 the 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. 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 12. 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 12, 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 the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The 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 said 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 the 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 said 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 the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider 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.

13. Employment. The Service Provider warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the 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.

14. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the 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.

15. 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.

16. **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.

17. **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.

18. **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 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

20. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, independent Service Provider, or proposed independent Service Provider, on the basis of race, color, religion, sex, age, disability, marital state, or national origin.

21. **Waiver.** Any waiver by the 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.

22. **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.

23. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

24. **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.

25. **Notices.**

A. Notices to the City of Everett shall be sent to the following address:

City of Everett

Attn.: Jeanette Postma, Information Technology Manager

2930 Wetmore, Suite 6A

Everett, WA 98201

B. Notices to the Service Provider shall be sent to the following address:

Rob Tate

Black Box Network Svcs

800 S.W. 34th Street, Suite A Renton, WA 98057

26. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **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.

28. **Signature.** At the sole discretion of the City, the City may consent to the Service Provider's signature on this Agreement being by email, fax, pdf or other electronic means, in which case such Service Provider signature will be deemed an original signature for all purposes. The City will be deemed to have given such consent effective upon execution of this Agreement by the Mayor of the City.

29. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, COST OF COVER OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS OR OPPORTUNITIES) INCLUDING ANY DAMAGES OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM, INCLUDING, WITHOUT LIMITATION, TOLL FRAUD OR COMPUTER VIRUSES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PRECEDING LIMITATION SHALL NOT APPLY TO EITHER PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS OR CUSTOMER'S BREACH OF ANY APPLICABLE SOFTWARE LICENSE OR IN THE CASE OF EITHER PARTY'S GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT.

30. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICE PROVIDER MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OR CONDITION OF NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED. SERVICE PROVIDER MAKES NO WARRANTY FOR USE OF THE SYSTEM AS A COMPONENT IN LIFE SUPPORT DEVICES OR SYSTEMS OR ANY WARRANTY OR CONDITION OF SECURITY OR THAT THE SERVICES OR NETWORK TRANSPORT WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT IN THE EVENT OF SERVICE PROVIDER'S GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT, SERVICE PROVIDER SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO SERVICE PROVIDER'S OR THE CITY'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS OR DESTRUCTION OF THE CITY'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES (SUCH AS TOLL FRAUD), COMPUTER VIRUSES OR ANY OTHER METHOD.

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,
WASHINGTON**

Ray Stephanson, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Sharon Fuller, City Clerk

James D. Iles, City Attorney

Date

Date

SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity.

Corporation	<u>Midwest Communications Technologies, Inc, dba Black Box Network Services</u> [Service Provider's Complete Legal Name] By: <u>Rebecca Sorenson</u> Typed/Printed Name: <u>Rebecca Sorenson</u> Its: <u>Director Inside Sales</u> Date: <u>1/3/17</u>
Partnership (general)	_____ [Service Provider's Complete Legal Name] a Washington general partnership By: _____ Typed/Printed Name: _____ General Partner Date: _____
Partnership (limited)	_____ [Service Provider's Complete Legal Name] a Washington limited partnership By: _____ Typed/Printed Name: _____ General Partner Date: _____
Sole Proprietorship	_____ Typed/Printed Name: _____ _____ Sole Proprietor: Date: _____
Limited Liability Company	_____ [Service Provider's Complete Legal Name] a Washington limited liability company By: _____ Typed/Printed Name: _____ Managing Member Date: _____

EXHIBIT A
SCOPE OF WORK

Provide NEC Integrated Network and Dedicated Technician services pursuant to City of Everett RFP 2016-057 and Service Provider's proposal response dated September 9, 2016 and opened September 16, 2016. The City's complete RFP with addenda and the Service Provider's complete proposal response are included in this agreement by reference as if set forth at length herein.

EXHIBIT B
COMPENSATION

ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]

The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement.

Name	Responsibility	Rate

ALTERNATE B [LUMP SUM]

The City shall pay Service Provider _____ dollars (\$) upon the completion of the Work, subject to the maximum stated in ¶4(D) of this Agreement.

ALTERNATE C [PROGRESS PAYMENTS]

The City shall pay the Service Provider the following amounts upon the completion of the following tasks, subject to the maximum stated in ¶4(D) of this Agreement:

Task	Amount Paid upon Completion of Task
NEC Resolve Plus W/Software Assurance, five annual payments	\$31,096.88 annually
NEC/AVST/Neverfail Express Care Maintenance, five annual payments	\$7,115.47 annually
Technician Time, five annual payments	\$164,560.03 annually
NEC Maintenance	\$36,921.83 annually
MTS	\$3,741.19 annually

ALTERNATE D [BASE REGISTRATION]

The City shall pay the Service Provider such amounts and in such manner as follows:
 Fee for service shall be _____ percent _____ % of the base registration fees collected by the City.
 Additional fees and/or surcharges levied by the City will be retained 100% by the City.
 Payments shall be made as stated in Exhibit A – Scope of Work. The base registration fee is listed in Exhibit A – Scope of Work. Compensation shall not exceed _____ dollars (\$ _____).

EXHIBIT C
REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Parking		
Meals		

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT
ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM

1. Does Service Provider have twenty-five (25) or more employees? Yes No
IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.
IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.

Service Provider Name: _____

Signature: Rebecca Swenson Printed Name: Rebecca Swenson Title: SE Director Inside Sales

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

2017 Cultural Arts
Commission Capital &
Programming Grant Awards

_____ Briefing
_____ Proposed Action
_____ Consent
 X Action
_____ First Reading
_____ Second Reading
_____ Third Reading
_____ Public Hearing
_____ Budget Advisory

COUNCIL BILL # _____
Originating Department Cultural Arts
Contact Person Carol Thomas
Phone Number 425 257-7101
FOR AGENDA OF January 25, 2017

Initialed by:
Department Head _____
CAA db
Council President _____

Location **Preceding Action** **Attachments** **Department(s) Approval**
Grant Recommendations Economic Development,
Cultural Arts

Amount Budgeted	\$40,000	
Expenditure Required	\$40,000	Account Number(s):112 5102202410
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Capital Grants: The Everett Cultural Arts Commission’s Capital Grants Program enhances the cultural life of Everett’s citizens by funding the purchase, design, construction, and remodeling of buildings used for performing arts, visual arts, cultural activities, and the purchase of production equipment intended to be used by the recipient cultural organization for at least ten years.

Through a competitive grant application and screening process, Cultural Arts Commissioners award grant support. It is recommended that the art organizations identified on the attachment receive funding to support capital projects. These Capital Grant Awards total \$7,000.

Programming Grants: For thirty-three years, the City of Everett, through the Cultural Arts Commission has supported performing, visual and literary organizations by awarding annual programming grants. Through a competitive grant application and screening process, Cultural Arts Commissioners make awards based upon criteria such as non-profit status, Everett-based priority and ability to provide matching funds.

These awards enable artists and organizations to develop, produce and exhibit quality artwork and programs. They also increase exposure of the arts to the general-public and strengthen partnerships with the artistic community. It is recommended that the arts organizations identified on the attachment receive grant funding and/or the use of the Everett Performing Arts Center, waiving the rental fee, to support their programming projects. Programming Grant Awards total \$33,000.

RECOMMENDATION (Exact action requested of Council):

Approve the 2017 Cultural Arts Capital & Programming Grant Awards as designated, in an amount not to exceed \$40,000.

CULTURAL COMMISSION GRANT RECOMMENDATIONS FOR 2017

PROGRAMMING

Organization	Project	EPAC Rent Waiver	Recommendation
Imagine Children's Museum	Guest Performer Series at Imagine Children's Museum		\$ 4,000.00
Schack Art Center	2017 Regional Scholastic Art Awards		\$ 1,000.00
Schack Art Center	Red Tails, Silver Wings, the Tuskegee Airmen Exhibit		\$ 2,000.00
All Aboard of America 1	Celebrating our Artistic Talents - 2017		\$ 2,000.00
The Dance School	Year End Performance at EPAC	2 nights	2 nights
The Dance School	I Love To Dance!		\$ 1,000.00
Everett Film Festival	20th Annual Everett Film Festival	2 nights	2 nights
EvCC Foundation	Japanese Anime, Manga & Arts Festival 2017 (JAMAF-2017)		\$ 2,000.00
Everett Philharmonic Orchestra	Listener's Choice Concert - April 30, 2017		\$ 2,000.00
Flying House Productions	Seattle Men's Chorus 2017 Everett Holiday Concert		\$ 1,000.00
Olympic Ballet Theatre	Professional Artists for 2017 Productions	9 nights	9 nights
Evergreen Comm. Orchestra	Free Concerts in Everett - 2017		\$ 1,000.00
Pacifica Chamber Orchestra	Five Concerts in Everett in 2017		\$ 2,000.00
Everett Chorale Association	Songs & Stories of Freedom - April 2, 2017	2 nights	2 nights
Everett Chorale Association	Songs & Stories from Broadway - June 4, 2017	2 nights	2 nights
Everett Chorale Association	Annual Holiday Concert - Dec. 2 & 3, 2017	3 nights	3 nights
Village Theatre	FREE Pied Piper Sensory Friendly Performances		\$ 5,000.00
Village Theatre	KIDSTAGE SummerStock Pay-What-You-Can performance		\$ 5,000.00
Village Theatre	KIDSTAGE Free Plaza and Wintertide Performances		\$ 5,000.00
			\$ 33,000.00

CAPITAL

Name of Organization	Project	Recommendation
Schack Art Center	Equipment for Hot Shop & Metalsmithing/Lapidary Studio	\$ 7,000.00

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:		Consent	COUNCIL BILL #	
Amendment No. 4 to	<u> X </u>	Action	Originating Department	<u>Facilities/Real Property</u>
Agreement for Purchase and	<u> </u>	First Reading	Contact Person	<u>Mike Palacios</u>
Sale of Real Property, in	<u> </u>	Second Reading	Phone Number	<u>Tom Hingson</u>
substantially the form provided	<u> </u>	Third Reading		<u>425-257-8938</u>
for former Smith Street Mill	<u> </u>	Public Hearing		<u>425-257-8939</u>
Site	<u> </u>	Briefing	FOR AGENDA OF	<u>January 25, 2017</u>

Initialed by:
 Department Head _____
 CAA _____
 Council President JT

<u>Location</u>	<u>Preceding Actions</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
3600 Smith Avenue	Purchase and Sale Agreement 6/29/16, Amendment No. 3 12/28/16	Amendment No. 4	Facilities/Real Property, Transit, Legal, Administration

Amount Budgeted	\$4,000,000.00 plus closing	
Expenditure Required	\$4,000,000.00 plus closing	Account Number(s): Fund 425
Budget Remaining		
Additional Required		

DETAILED SUMMARY STATEMENT:

On June 29, 2016, Council approved the purchase and sale agreement for the acquisition of the former Smith Street Mill site located at 3600 Smith Avenue, which is adjacent to and immediately south of the Everett Station. The site will be used for Transit operations with initial use as bus parking, allowing Transit to discontinue leasing space at 2911 California Avenue. The site will also provide a potential placeholder for the City to meet its obligation to Sound Transit for a future 100-space parking lot for Everett Station.

On December 28, 2016, Council approved Amendment No. 3 extending the Inspection Period from December 31, 2016, to January 31, 2017, in order for the Seller and City to finalize the sale terms.

The attached Amendment No. 4 extends the Inspection Period to February 28, 2017, in order for the Seller and City to finalize the sale terms.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Amendment No. 4 to the Agreement for Purchase and Sale of Real Property, in substantially the form provided for former Smith Street Mill site.

AMENDMENT NO. 4

AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY

This Amendment No. 4 to the Agreement of Purchase and Sale of Real Property (this “**Amendment**”) is dated for reference purposes January 30, 2017, by and between the CITY OF EVERETT, a municipal corporation (“**Buyer**” or “**City**”), and SSLM PROPERTIES, LLC, a Washington limited liability company (“**Seller**”).

RECITALS

A. Buyer and Seller are parties to the Agreement of Purchase and Sale of Real Property dated on or about July 26, 2016, as amended by Amendment No. 1 dated October 10, 2016, and Amendment No. 2 dated November 30, 2016, Amendment No. 3 dated December 30, 2016 (as amended, the “**Agreement**”).

B. Under the Agreement, the Inspection Period ends on January 31, 2017. The Buyer and Seller desires to continue due diligence and extend the Inspection Period. Buyer and Seller have agreed that the Inspection Period should be extended until February 28, 2017.

The Seller and Buyer agree as follows:

1. Inspection Period. The Inspection Period is hereby extended until 5pm (Pacific) on February 28, 2017.

2. Effective Date. Regardless of when each party actually signs this Amendment, and regardless of whether both parties sign this Amendment after January 30, 2017, the effective date of this Amendment is deemed for all purposes to be January 30, 2017. The parties agree that, among other things, this means that the Inspection Period is deemed for all purposes to not have expired on January 31, 2017.

3. No Other Changes/Counterparts. Except as amended by this Amendment, the Agreement remains in full force and effect. Capitalized terms have the same meaning as in the Agreement. This Amendment may be executed by with counterparts and/or by pdf signatures.

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the dates below their respective signatures.

BUYER:

**CITY OF EVERETT,
a Washington municipal corporation**

By: _____

Name: Ray Stephanson

Title: Mayor

Approved as to form:

Attest:

City Attorney

City Clerk

SELLER:

SSLM PROPERTIES, LLC,
a Washington limited liability company

By: 
Name: Lee Kurney
Title: Managing Member

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Application for Washington State Parks and Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program & Request for Boating Safety Program Approval

_____ Briefing
 _____ Proposed Action
 _____ Consent
 _____ X Action
 _____ First Reading
 _____ Second Reading
 _____ Third Reading
 _____ Public Hearing
 _____ X Budget Advisory

COUNCIL BILL # _____
 Originating Department Police
 Contact Person D/C St. Clair
 Phone Number 425-257-8432
 FOR AGENDA OF 1/25/17

Initialed by:
 Department Head AT
 CAA JP
 Council President _____

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
		Application, Request for Boating Safety Program Approval, Local Match Budget Document	Legal Police

Amount Budgeted	\$0	Account Number: 002-333-6702-400
Expenditure Required	\$18,309.75	Account Number: 031-5xx-0000-120 031-540-0003-350
Budget Remaining	-0-	
Additional Required	\$18,309.75	

DETAILED SUMMARY STATEMENT:

The Everett Police Department (EPD) is requesting to apply for a pre-designated amount of \$18,309.75 in grant money from the Washington State Parks and Recreation Commission (the Commission) for March 1, 2017, through September 30, 2017. The award is to reimburse costs of on-the-water patrols and boating education classes. There is a non-supplantation requirement. A local match of \$36,796.40, 50% of Vessel Registration Funds received, is required. The application and program approval with the Washington State Parks and Recreation Commission establishes the framework between the Commission and the EPD for accomplishing the patrols, classes and special emphasis enforcement. The ultimate goals of the activities are to reduce injury from boating incidents and promote a safe and enjoyable boating environment for all users.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign all necessary documents with the Washington State Parks and Recreation Commission regarding application, utilization and acceptance of the \$18,309.75 FFY 2017 Marine Patrol Federal Financial Assistance Grant Program.

Washington State Parks & Recreation Commission 2017
Marine Patrol Federal Financial Assistance Grant Program

WASHINGTON STATE PARKS & RECREATION COMMISSION

RECREATIONAL BOATING PROGRAM

FEDERAL FINANCIAL ASSISTANCE GRANT PROGRAM

APPLICATION AND GUIDELINES



Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

INTRODUCTION

The Washington State Parks and Recreation Commission, Recreational Boating Safety Program is authorized by law to administer grant funds to local law enforcement agencies who are in Approved Program status. Agencies must meet the minimum Approved Program requirements of WAC 352-65 and have an updated P&R A-299 (Rev 10/2016) on file with State Parks to be considered eligible to apply for the Federal Financial Assistance Grant for FFY 2017.

Under this grant program, the purpose of a marine patrol unit is to enforce RCW 79A.60 Regulation of Recreational Vessels. Provide emergency response to boating accidents that occur on the water. Each marine patrol should serve to protect the lives and property of persons participating in recreational boating in this state. All grants are awarded based on the potential success and ability of the marine patrol to provide such service to the boating community. Established marine patrols are evaluated using the grant criteria published in this document as well as its ability to meet the requirements and assurances of WAC 352-65 Boating Safety Program Approval.

Grants are awarded on a cost share basis. Only those agencies willing to provide matching funds of a 100% match of their allocated Vessel Registration Fees if that allocation is \$10,000.00 or less, or 50% match of their allocated Vessel Registration Fees if that allocation is \$10,001.00 or more. The grants may be utilized for the purchase, maintenance, and operation of vessels, marine equipment, education materials, and personnel salaries.

Agencies that do not report local expenditures on the annual *Vessel Registration Fee Expenditure Report* are not eligible to apply for the grant.

The grant guidelines contained within this booklet explain the application process. The booklet is designed as a fill-in document so that information may be entered without disrupting the overall format of the document.

The 2017 application must be postmarked on or prior to close of business Tuesday, January 31st, 2017. Extensions of this deadline will not be granted.

Contact Hoyle Hodges at 360-902-8835 for questions regarding the Federal Financial Assistance Grant. Additional contacts for the Recreational Boating Safety Program are located on page 4 of this booklet.

On behalf of the WSPRC Recreational Boating Program, thank you for your interest in the Federal Financial Assistance Grant Program.

Washington State Parks & Recreation Commission 2017
Marine Patrol Federal Financial Assistance Grant Program

Table of Contents

Introduction..... 2

Contacts..... 4

SECTION 1 - PROGRAM INFORMATION 5

 Authority to Provide Funding5

 Approved Program Status6

 Determining Funding.....6

 Allowable Costs And Expenditures9

 Non-Allowable Costs and Expenditures15

SECTION 2 - REQUIREMENTS AND TIMELINE FOR GRANT DOCUMENTS.....16

 Timeline for FFY 2017 Grant Documents16

 FY 2017 Grant Document Checklist.....16

SECTION 3 FY 2017 GRANT APPLICATION17

 Local Funding Match: MLE Funding Eligibility Requirements.17

 Prevention Plan Part 1 -.....18

 Assessment, Identification, Goals18

 Prevention Plan Part 2 -.....19

 Tasks, Tactics, Media19

 Instructor Information.....24

 Participation in Meetings24

 Training / Currency24

 FY 2017 Federal Financial Assistance Grant Awards25

SECTION 4 - ADDITIONAL BILLING AND ADMINISTRATIVE INFORMATION26

 Authorized Signature.....28

Washington State Parks & Recreation Commission 2017
Marine Patrol Federal Financial Assistance Grant Program

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Washington State Parks

Recreational Boating Program

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P.O. Box 42650

Olympia, WA. 98504-2650

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

SECTION 1 - PROGRAM INFORMATION

AUTHORITY TO PROVIDE FUNDING

RCW 79A.05.310

Powers and duties — Program of boating safety education — Casualty and accident reporting program.

The state parks and recreation commission shall:

(1) Coordinate a statewide program of boating safety education using to the maximum extent possible existing programs offered by the United States power squadron and the United States coast guard auxiliary;

(2) Adopt rules in accordance with chapter 34.05 RCW, consistent with United States coast guard regulations, standards, and precedents, as needed for the efficient administration and enforcement of this section;

(3) Enter into agreements aiding the administration of this chapter;

(4) Adopt and administer a casualty and accident reporting program consistent with United States coast guard regulations;

(5) Adopt and enforce recreational boating safety rules, including but not necessarily limited to equipment and navigating requirements, consistent with United States coast guard regulations;

(6) Coordinate with local and state agencies the development of biennial plans and programs for the enhancement of boating safety, safety education, and enforcement of safety rules and laws; allocate money appropriated to the commission for these programs as necessary; and accept and administer any public or private grants or federal funds which are obtained for these purposes under chapter 43.88 RCW; and

(7) Take additional actions necessary to gain acceptance of a program of boating safety for this state under the federal boating safety act of 1971.

[1998 c 245 § 66; 1994 c 151 § 3; 1984 c 183 § 4; 1983 2nd ex.s. c 3 § 52. Formerly RCW 43.51.400.]

Notes:

Penalties for violations: RCW 88.02.380.

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

APPROVED PROGRAM STATUS

Only those law enforcement agencies with a current and up to date Boating Safety Program Approval form P&R A-299 (Rev 10/2016) on file with State Parks Recreational Boating Program are considered approved programs.

These programs are required to meet all of the Required Assurances provided for in WAC 352-65 Boating Safety Program Approval.

- Boating accident reporting and investigation
- Boater assistance
- Training
- Rules and regulations
- Enforcement
- Boating safety education and information
- Waterway marking
- Boating safety inspections
- Reports
- Limitations on use of funds

Failure to maintain approved program status makes law enforcement agencies ineligible to apply for or receive Federal Financial Assistance Grant funds.

DETERMINING FUNDING

- At our foundations, we are an injury prevention program. As such, we seek to work with our partners in law enforcement to reduce recreational boating injuries and accidents and increase the chances that all boaters go home at the end of the day.
- We wholeheartedly believe in the ability of local law enforcement officers to make a difference working within their communities by collaborating with community leaders, stakeholders and volunteer organizations on community based solutions; to act as teachers to their boaters seeking compliance with the law at the lowest level possible, guardians for those in crisis on the water and a visible deterrent to those that would knowingly violate Washington boating safety laws.
- We strive to provide adequate funding, technical support and the very best training to Washington's corps of maritime officers so that they are equipped with the vessels, equipment, and most importantly the skills necessary to safely, confidently and competently perform the duties that the citizens of Washington expect and deserve.

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

- We embrace our role as good stewards of public funds. As such, we:
 - Expect a high level of performance from those partners to whom we provide funding.
 - Devote our limited financial resources where additional resources are most needed to prevent boating accidents even though this may not result in a uniform distribution.
 - Seek financial partnership with all law enforcement partners defined by the contribution of financial resources by both parties to achieve our common mission.

For FY 2017 State Parks and the Marine Law Enforcement Committee have no changes to the criteria used to determine award amounts.

2017 Grant Eligibility Criteria for Equal Share of 60% of Funds (\$420,000)

1. Local funding match:
 - a. 100% match requirement if agency receives \$10,000 or less of vessel registration fees. Example: if an agency receives \$6,000 in vessel registration fees, they must show \$6,000 in local funding devoted to the marine law enforcement program.
 - b. 50% match requirement if agency receives more than \$10,000 in vessel registration fees. Example: If an agency receives \$20,000 in vessel registration fees, they must show \$10,000 in local funding devoted to the marine law enforcement program.
2. Approved Prevention Plan: A plan that includes:
 - a. An assessment of the highest priority recreational boating risks and hazards within the jurisdiction based on accident data, any other relevant data, and best professional judgment.
 - b. Identification of highest priority audiences: Based on data in subsection (a) identify the demographic groups of boaters that are the highest priority for prevention efforts and the specific behaviors that, if changed, would result in fewer boating accidents or fatalities.
 - c. Measureable prevention goals for the end of the current year - FY 2017.
 - d. Tactical prevention plan: A plan that describes how the jurisdiction will use a mix of the following tactics to influence the behavior of the target audiences. Not all may be necessary. Tactics must be clearly tied to the goals of the plan and target audiences. Each tactic should include a measureable performance goal.
 - i. Patrol plans, emphasis patrols, and enforcement policies
 - ii. Safety Inspections
 - iii. Education classes

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

- iv. Community events
 - v. Presentations to groups or schools
 - vi. Outreach to boaters through a mix of media, including but not limited to traditional media (i.e. press releases) or outreach channels of the agency or its partners and stakeholders including websites, newsletters, outbound email marketing, and social media.
 - vii. Participation in community forums, drowning prevention cooperatives, safe kids groups, or other injury prevention based partnerships that results in the jurisdiction's ability to leverage the resources and expertise of other community groups to help reduce recreational boating accidents.
 - viii. Local ordinances
3. Instructors: The jurisdiction must be willing to provide marine law enforcement instructors if requested by State Parks that are able to attend instructor training and then teach up to 40 hours of classes for three years.
 4. Participation in meetings: The lead marine officer identified by the agency must attend all meetings and conferences convened by State Parks.
 5. Advanced Training / Currency: Agencies must ensure that all marine officers identified in their roster have received all advanced training required by State Parks.

2017 Grant Allocation Criteria of 40% of Funds (\$280,000)

1. Boat Launches Lanes (Access) – the agency will provide the total number of boat launch lanes providing access to water bodies patrolled by the agency. State Parks will augment the data provided by agencies with information gathered from WDFW and RCO on public boat launches. 10% of the funds will be allocated based on each agency's percent of the total boat launch lanes.
2. Surface Acres of Patrolled Waters – Based on the survey of patrolled water bodies conducted June and July 2014, State Parks will use geographic information systems to calculate the total surface acres of water patrolled by the jurisdiction agency. 10% of the funds will be allocated based on each agency's percent of the total acres of patrolled water.
3. Boating Accidents – State Parks will calculate the total number of reportable boating accidents that occurred during Federal FY 2016 within the agency's jurisdiction. State Parks will include all accidents documented and submitted to State Parks as Boating Accident

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

Reports (State Parks Form A-440) or Boating Accident Investigation Reports (State Parks Form A-425). 10% of the funds will be allocated based on each agency's percent of the total accident reports.

4. Boat Log Hours – State Parks will calculate based on data submitted by the agency from the SOAR for Federal FY 2016. This is not a measure of total officer hours but boat patrol hours. 10% of the funds will be allocated based on each agency's percent of the total boat log hours submitted.
5. Assists and Search and Rescues – State Parks will calculate based on data submitted by the agency from the SOAR the total number of documented assists and search and rescues reported in the prior five calendar years. 10% of the funds will be allocated based on each agency's percent of the total assists and search and rescues reported.
6. Inspections – State Parks will summarize the total number of written inspections conducted in the prior calendar year from data submitted by the agency in the SOAR or obtained from SECTOR. 20% of the funds will be allocated based on each agency's percent of the total number of inspections reported.
7. Accuracy and Timeliness of Paperwork – State Parks will monitor the accuracy and timeliness of submittal of SOARs, grant billings and accident reports by marine law enforcement programs. Scored as follows – All paperwork submitted on time = 2 points. Any late submissions = 1. No paperwork / reports submitted on time = 0. 70% of the funding will be set aside for this category among agencies with a score of 2. 30% of the funding will be allocated equally among all agencies with a score of 1. No funding will be allocated among agencies with a score of zero.
8. Prevention Goals Met: 20% of funds will be allocated equally among agencies that meet all the goals stated in their approved prevention plans. Note: For 2016, funds for the Prevention Plan are being allocated equally among all eligible agencies.

ALLOWABLE COSTS AND EXPENDITURES

Vessel Registration Fees & Grant Funding

If an item is not listed that local government determines is a valid Recreational Boating Safety expenditure, it is not considered acceptable until reviewed and found acceptable by Washington State Parks.

UNIT COST APPROVAL

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

- Items with a unit cost of \$5,000 or more must have the prior written approval of Washington State Parks and Recreation Commission MLE Coordinator.

COST PRORATION

If a cost benefits both your RBS program and other work of your agency, the cost should be allocated to the RBS Program based on the proportional benefit to the program. The costs may be allocated using any reasonable documented method.

Allowable Expenditures

Grant funds may be used only for activities under WAC 352-65-040, the ten elements necessary to accomplish the Recreational Boating Safety (RBS) mission. If it is unclear if an expense meets these criteria, contact State Parks at (360) 902-8845 or sherri.sweeney@parks.wa.gov to discuss the item before proceeding. **Grant funds may not be used for indirect costs.**

Allowable expenses include but are not limited to:

1. RBS SALARIES:

- Officer time, salaries, benefits and wages for CJTC trained full-time and reserve personnel who have completed a RBS course acceptable to State Parks (BMLE or equal)
- Officer time, salaries, benefits and wages for CJTC trained full-time and reserve personnel who have not completed a BMLE course ONLY when working with an RBS trained officer AND when the agency has a written 'two-officer' policy for officers on marine patrol for the purpose of officer safety

2. RBS EDUCATION AND INSTRUCTION:

Providing instruction classes in the state instruction class *Adventures in Boating* that qualifies graduates for the required mandatory boater education card. Costs may include classroom supplies, light refreshments, other goods and services necessary to promote and teach classes, and officer salaries, benefits and wages. Officer salaries will only be reimbursed for those officers who have successfully completed a State Parks *Adventures in Boating* Instructor Training class and are listed on our files.

Lifejackets (USCG approved only) for the state *Adventures in Boating* course and other RBS presentations; includes lifejackets, throw rings/cushions for loaners and the cost to print only the agency's name and/or RBS safety messages.

3. RBS TRAINING:

Grant funds can be used to pay for training provided by Washington State Parks or State Parks approved courses. **Note: Approval from State Parks is mandatory if an Officer or Deputy is applying for a Non-WA RBS Course. Examples of approved courses include:**

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

- Training courses for full-time and reserve officers who have completed CJTC basic training academy or equivalent)
 - Courses include Basic Marine Law Enforcement –CJTC 0460 (40 hours) or equivalency
 - Boating Under the Influence (24 hour course at NASBLA standard)
 - Personal watercraft operation – flat-water and swift water
 - Vessel sound level measurement training (8 hours to WSP&RC standard)
 - Accident reporting and investigation course training (40 hours to NASBLA standard)
 - Other USCG training on case-by-case basis
- Per Diem travel expenses at state per diem rate in effect for the destination (at state per diem rate if local rate is higher) RBS training, conferences, and meetings. Cost is prorated for percentage of travel /per diem for RBS purposes /missions only.

4. RBS EQUIPMENT:

Purchase, maintenance, and operation of patrol boats and patrol boat equipment to perform the RBS elements in WAC 352-65-040 only. All decisions by State Parks for equipment purchases shall be final.

PATROL VESSELS

- Motors and hardware
- Props
- Trailers and maintenance of trailers (repair, tires, winch, cables, power take-off)
- Patrol vessel and engine drive system repairs
- Repair and replacement of equipment on boat (includes de-watering pumps which can also be used as fire-fighting equipment)
- Tow vehicles (dedicated for 100% RBS use, or the percentage of time used for RBS activities; only for dedicated vehicles to RBS, not for application to an agencies fleet)
- Hitch assemblies and installation cost for tow vehicles that are dedicated for 100% RBS use or the percentage of time used for RBS activities (only for dedicated vehicles to RBS, not for application to agency fleet vehicles)
- Anti-freeze fluid
- Batteries and fluid; maintenance and replacement
- Costs related to the maintenance and repair of the vessel
- Costs related to marking and identifying patrol vessels as government owned;
 - Includes painting, decals and cost of removal and application

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

- Electrical system repairs and replacement
 - Electronic devices – parts and labor for the maintenance, repairs to maintain, or replacement when devices fail, or are no longer serviceable, or when upgrades are required to meet customary and current standards for LE work;
 - Includes devices dedicated to the program such as agency & VHF radios
 - Radar units
 - Sirens
 - Blue lighting equipment
 - Hailers
 - Global positioning system (GPS) units
 - Personal breath testers (PBT)
 - Cell phones for 100% RBS use only, or percentage of time used on boat
 - Battery chargers and computers dedicated to program use
 - Includes brackets/fittings for installation and use
- Fluids for hydraulic system
- Fuel, fuel additives/filters; associated disposal fees
- Gear oil for lower units
- Glass replacement and costs to install; associated disposal fees
- Grease and lubricants
- Oil and oil filters; associated disposal fees
- Parts and labor for regular scheduled maintenance and scheduled replacement
- Parts for replacement on the vessel when failure occurs or when damaged and labor;
 - Includes engine, lower unit and cooling system repairs and replacement
- Vessel canvas tops and side covers; includes repairs and replacement of canvas/vinyl/plastic material and framing structures
- Vessel hull and structural repairs/replacement of railings, pilot house, decks, cleats, ladders, swim platforms, Sampson posts, fittings, towing equipment, davits, anchors, chain, and associated hardware and fittings

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

ASSOCIATED EQUIPMENT FOR PATROL VESSELS

- Cost of emergency response and rescue equipment repair, replacement and maintenance;
 - Includes stretchers, first aid/first responder kits and materials, fire suppression equipment and supplies
- Cost of fees related to cell phone charges, annual registration charges, renewal fees, and insurance are prorated for percentage of time used performing RBS missions.
- Cost of haul-outs and associated costs with cleaning and maintenance of hull, fixtures and drive systems; associated disposal fees
- Costs related to moorage, including cost of water/electricity associated with maintenance & moorage
- Cost of required safety equipment on the vessel when replacement, repair, or regular maintenance is needed to meet state/federal regulations and maintain USCG standards;
 - Includes life jackets, replacement parts (clips, hooks, CO2 cartridges and re-arm kits) and stenciling/screening of agency name or law enforcement
 - Exposures suits
 - Fire extinguishers/extinguishing systems
 - Visual distress signals
 - Navigation lights
 - Sounding devices
 - Ventilation systems
 - Backfire flame arrestor
- Cost of replacement, repair, or regular maintenance of equipment used during operation and moorage;
 - Fenders
 - Line – for towing and mooring.
 - Chafing gear
 - Boat hooks
 - Towing equipment
 - Bilge pumps
 - Batteries
 - Navigation charts

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

- Piloting equipment
- Helm fixtures and seats
- Log books
- Depth sounders & radar; does not include FLIR systems
- Portable fuel tanks and hoses

PATROL VESSEL TRAILERS

- Costs related to maintenance and repair of patrol vessel trailer(s)
- Cost of tires and wheels; includes installation, repair, and balancing; associated disposal fees
- Electrical system maintenance, repair and replacement
- Hitch and ball repair/replacement
- Hydraulic/electric brake system maintenance, repair and replacement
- Oil, grease & lubricants; associated disposal fees
- Winch maintenance, repair and replacement

BOAT EQUIPMENT

- Anchors
- Line for towing and mooring
- Chain/shackles and attachment hardware
- Carabineers
- Boat hooks
- Fire extinguishers (only USCG approved)
- Fenders
- Depth finders
- Radar units; does not include FLIR systems
- Radios & computers (dedicated for 100% RBS use, or the percentage of time used for RBS activities)
- Lines for tie up
- Light bars – blue lights only (no red, white or yellow lights)
- Sirens
- Cost of installation and servicing of electronic components
- Canvas and siding for weather protection

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

- Haul out for cleaning/painting/servicing patrol vessels
- First-aid kits (dedicated for 100% RBS use, or the percentage of time used for RBS activities)
- Rescue throw bags for use on boats only

NAVIGATION AIDS & BUOYS

- Navigation signs & markers (to meet RCW 79A.60.500 and WAC 352-67)
- Decals for buoys
- Chain
- Cable & connectors
- Weights
- Equipment to maintain buoys & signs to remain effective

EDUCATION

- Publications to promote RBS education that are already prepared or the creation, design and printing of publications
- Education equipment related to required boating safety equipment for recreational boats
- Promotion of *Adventures in Boating* classes (including presentation materials, light refreshments, and room rental for classes)

NON-ALLOWABLE COSTS AND EXPENDITURES

- Bullet proof vests are beneficial however State Parks sees that because all officers work on land the majority of the time for which they are paid, equipment of this nature is not essential for meeting the established criteria in WAC 352-65-040 nor is it related to the performance of Recreational Boating Safety program mission and is considered a local agency responsibility to purchase.
- Equipment used in recovery operations (dive equipment, side scan sonar, etc.) while being used in a search or investigation mode are 100% eligible, once this equipment is used for recovery operations it is no longer an allowable expense. This type of equipment cost is normally prorated between RBS missions and recovery missions. Homeland security missions (night vision equipment, weapons, etc.), or any other equipment determined as unrelated by State Parks is not an allowable expense.

Note: Grant funds cannot be used for indirect costs.

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

SECTION 2 - REQUIREMENTS AND TIMELINE FOR GRANT DOCUMENTS

State Parks Recreational Boating Program requires that each applicant abide by all deadlines established in this booklet. This booklet will be made available each year with ample time to return the required documents. Failure to meet the identified deadlines will disqualify that agency / applicant and they will be removed from further consideration for assistance.

Incomplete or inaccurate documents shall be penalized for the following years grant allocation under the scoring system for accuracy and timeliness of paperwork and reporting. Documents that are incomplete or contain errors delay the evaluation of all the applicants. Please ensure that you follow all instructions and only provide the information that is requested.

Please ensure that all documents submitted have the appropriate signatures. The individual who signs the documents is accountable for all the information provided on these documents.

E-Mail documents to: hoyle.hodges@parks.wa.gov

Mail signed original documents to: Washington State Parks
Recreational Boating Program
Attn: Hoyle Hodges
1111 Israel Rd. SW
P.O. Box 42650
Olympia, WA. 98504-2650

NOTE: E-mailed documents with scanned original signatures will be sufficient for meeting turn in deadlines. Original paper copies should still be mailed to State Parks for an agency to be considered complete on grant paperwork and documents.

TIMELINE FOR FY 2017 GRANT DOCUMENTS

FY 15 Grant Applications and Supporting Documents are due: Tuesday, 31 January 2017

FY 2017 GRANT DOCUMENT CHECKLIST

- 1. P&R A-300 Federal Financial Assistance Grant Application**
- 2. P&R A-299 Boating Safety Program Approval**
- 3. Budget document proving match requirement is met.**

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

SECTION 3 - FY 2017 GRANT APPLICATION

LOCAL FUNDING MATCH: MLE FUNDING ELIGIBILITY REQUIREMENTS.

- a) 100% match requirement if agency receives \$10,000 or less of VRF fees.
- b) 50% match requirement if agency receives more than \$10,000 in VRF fees.
- c) State Parks feels the most successful RBS programs have support in their local communities. The clearest sign of support is the amount of funds budgeted by county commissioners or city councils for local RBS programs. State Parks is prioritizing its federal assistance grants for communities that have made RBS programs a priority by budgeting local dollars for their program. State Parks does not want to discourage or prevent a community that has made marine law enforcement a priority from receiving federal assistance grants, however State Parks 1) would like to increase the local commitment for funding boating safety and 2) is unable to fund local marine law enforcement programs by itself so it is prioritizing funding to those communities that can provide a local match. The documentation of local match should show what local funds have been budgeted for the agency's marine law enforcement program for 2017 – the same funds that when spent, would be reported in the vessel registration expenditure report. For the purposes of the financial assistance grants application, State Parks would accept an official budget document on agency letterhead, signed by the police chief or sheriff as evidence of the financial commitment made by the community and would suffice to meet the match requirement for the 2017 federal assistance grants. State Parks is only considering locally provided funds as match. Other grant funds or in-kind contributions would not meet these criteria.
- d) **Your agency's match requirement for 2017 is: \$36,796.40**

Describe the agency's match category (100% or 50%) and how those local matching funds will be used.

In accordance with the annual VRF fee funding received, we will be obligated to a 50% match totaling \$36,796.40. The funds for the match requirement will be expended from the City of Everett general fund and be used for the salaries of officers and civilians involved in RBS qualified activities. The employees will be involved in marine patrol, search and rescue, RBS administration, RBS training, and vessel maintenance. In 2015 and 2016 we were able to fulfill the 50% match requirement.

The budget for 2017

- Overtime in budget code 374 for Marine Unit Training for a total of \$_10,000_____
- Overtime in budget code 369 for Marine unit Callouts for a total of \$_ 4,000_____
- 10% of salary of the Marine Unit coordinator for a total of \$14,977
- Salaries and benefits for an instructor to attend two sessions of BMLE for a total of \$5,579
- Salaries and benefits for 2 officers to attend the BMLE for a total of \$6,276

The above listed total is \$_40,832_____ this is more that 50% of the VRF funds that we are projected to receive in 2017.

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

PREVENTION PLAN PART 1 - ASSESSMENT, IDENTIFICATION, GOALS

Risk Factors

Objective: Describe the highest priority recreational boating risks and hazards within your jurisdiction based on accident data, any other relevant data, and best professional judgment.	
High Priority Boating Risks & Hazards	Data / Professional Judgment
Lack of PFD's on small boats, less than 16 feet	2 fatalities in the past five years on boats under 16 feet.
Paddle craft	Increasing fatalities throughout the state associated with paddle sports.

Comments

Over the past several years we have had two fatalities associated with boats less than 16 feet in length. In both these fatalities the victims had not been wearing PFD's. In 2015 and 2016 we focused on small boats and PFD use. In those years we have had no fatalities. In 2017 we will continue to focus on PFD use on smaller vessels.

Based off the state wide trend of increasing deaths associated with paddle sport we will also focus on those boats. We have a large population of kite-boarders in the City, many of which use kayaks and Stand Up Paddle Boards (SUP) to get to the location to kite-surf. In 2017 we will focus on this population to increase the compliance with the required safety equipment.

High Priority Audiences

Objective: Describe the demographic groups of boaters that are the highest priority for prevention efforts and the specific behavior that, if changed, would result in fewer boating accidents or fatalities.	
Description of the Audience	Why is this audience a priority?
Boaters involved in small game fishing	It is the highest level of boating activity in the City of Everett
Small boats, less than 16 feet	Past fatalities
Kite boarders	Use of SUP in high traffic areas

Comments

-As stated above we will continue to focus on boaters that are using boats that are under 16 feet in length. We will focus inspections on those boats when possible to increase compliance in the use of safety equipment.

-The large majority of boaters in the City of Everett are involved in small game fishing. These participants make up most of our boaters in distress. They also are boating in hours of darkness, and in poor weather conditions.

-We have a large kite-boarder population that uses Jetty Island, a City park across the river from the marina. To access the park, many of these kite-boarders use kayaks and SUP to cross the Snohomish River. This section of river has a high volume of boat and ship traffic. We will focus our boat patrols on this area to increase compliance of safety equipment on paddle-craft and rules of the road and to reduce the risk of injury to the persons involved in paddle sports.

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

PREVENTION PLAN PART 2 - TASKS, TACTICS, MEDIA

- 1. Patrol Plans / Emphasis Patrols / Enforcement Policies:** Please describe how you will use patrol to achieve your prevention goals. (Consider emphasis patrols for Operation Dry Water and other campaigns)

Activity	Time Frame	Patrol Hour Goal for this Activity
Operation Dry Water	June	16 hours
4 th of July	July	25 hours
Opening of crabbing	July	25 hours
Fishing Crabbing	July to September	700 hours
Paddle Sports	July to August	50 hours
Total Patrol Hour Goal		816

Comments

Crabbing and fishing are our largest activities on the water which is where we will focus the majority of our time.

2. Safety Inspections

Activity	Time Frame	Inspection Goals
Fishing / Crabbing	April to September	800
Paddle sports	April to September	50
Total Inspection Goal		850

Comments

Inspections are our primary educational tool. We believe that a high level of written inspections will increase the compliance with safety requirements.

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

3. Education Classes

Activity	Time Frame	Number of Students Trained
Adventure in Boating	April – May	90
AIB to ORCA School	December	50
Total Number of Students Trained Goal		140

Comments

4. Community Events

Activity	Time Frame	
4th of July	4 th of July	
Marina Days	March	
Everett Parks Water safety event	April	
Coho Derby	September	
Total Community Events Goal		4

Comments –Please describe how you will use community events to address the highest priority risks and audiences in your jurisdiction.

The 4th of July and the Coho Derby are the busiest days of the year for our Marine Unit. We will have multiple patrol boats on the water to increase the safety of recreational boaters during both of these events. Included in these high numbers on 4th of July are members of our target audience, small boats, paddle sports and people involved in fishing.

Marina days gives us an opportunity to interact with the public and persons that moore their boat in the marina.

Washington State Parks & Recreation Commission 2017
Marine Patrol Federal Financial Assistance Grant Program

5. Presentations to Groups & Schools

Activity	Time Frame
ORCA Schools	December
Mukilteo Yacht Club	December
Port of Everett	May
Total Presentations Goal	3

Comments - Please describe how you will influence the behavior of the students /attendees through presentations at schools and groups.

ORCA school is a headstart type high school that focuses on marine science. Due to the amount of time that they spend on or near the water they are a high risk youth population for water related injuries. We will continue our partnership to provide boating safety training this year.

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

6. Media Plan

What are you attempting to accomplish through media? What audiences do you need to inform or influence? What partners do you have that can re-broadcast your message for you? All the national campaigns listed come with media materials pre-made. You are encouraged to consider using them in your program.

Tactic / Strategy	Describe when and how you will use this tactic	Performance Measure (what are you measuring to evaluate your success?)	What is your measurable goal?
Press Releases			
Agency Website			
Agency Newsletter			
Facebook	Water safety tips	Number of views	500 looks
Twitter	Watersafety tips	Number of views	300 looks
Media Ride Alongs			
Partner Media			
Operation Dry Water			
Nat'l Safe Boating Week			
Spring Aboard			
Wear It!			
Other (please describe)			

Comments

We have an active social media program. We will use our Facebook site and our Twitter feed to relay water safety information. The intent of this is to keep water safety in the forefront for people to increase awareness. Our Public Information Officer is part of the Marine Unit. Last year he took photos during patrol of sea life, scenery, or patrol boats and posted them on our Facebook and Twitter accounts. Along with the posts he included water safety tips. These were viewed by approx. 2000 people. This year we will continue this same format with the addition of a water safety tip of the week.

Spring Aboard – March 19-25

Ready Set Wear It! May 20, 2017

National Safe Boating Week – May 20-26

Operation Dry Water - June 30 – July 2

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

7. Professional Prevention Partners; i.e. Safe Kids, Washington Drowning Prevention Network, US Coast Guard Auxiliary, etc...

Partnering Organizations	What measureable goal does this partner help you achieve?	Time Frame
Everett Parks Dept.	Increase AIB class participation	March -April
Orca School	Provide AIB class to participants	December

Comments

In partnering with the Everett Parks Department, we are able to advertise our AIB classes in a publication that is mailed to all residential addresses in the City. We are also looking at expanding the class roster to include other boating related safety classes.

In addition, we work closely with the U.S Coast Guard and Navy to assist boaters in our jurisdiction. Continuing this partnership will make for safer waters within our responsible areas.

8. Local Ordinances

Goal	
Expected Outcome	

Ordinance Title	Hyperlink to full text	Applies to a single water body or all.

Comments – describe any other ordinances you might propose to help reduce boating accidents within your jurisdiction.

No ordinance changes are to be pursued this year.

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

Prevention Goals Summary – Use comment box if needed

Activity	Goal for 2017
Patrol	816 patrol hours
Inspections	850 written inspections
Education Classes	4 classes
Presentations to Groups & Schools	3 presentations
Media	Continued social media
Partners	Everett Parks Department
Local Ordinances	None

Comments

INSTRUCTOR INFORMATION

9. Instructors

Your agency must be willing to provide marine law enforcement instructors if requested by State Parks. Instructors must be able to attend Instructor Training and become NASBLA certified instructors. Instructors must be available to teach up to 40 hours of classes per year for three years. Agencies providing instructors to State Parks will receive an additional amount of funding (goal is \$5,000.00) per year if the instructor is selected and approved.

Please list potential MLE Instructor Candidates:

Name	Phone #	Email	Instructor Development (Please enter Yes or No)
Ofc Russ Crocker	425-257-8400	Acrocker@everettwa.gov	yes

PARTICIPATION IN MEETINGS

The lead marine officer identified by your agency on Form A-299, must attend all meetings and conferences convened by State Parks.

TRAINING / CURRENCY

Agencies must ensure that all marine officers identified in their roster have received all training required by State Parks. Completion of Basic Marine Law Enforcement (BMLE)/Basic Crew Member (BCM) Course and annual BCM currency are the only requirements at this time.

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

FY 2017 FEDERAL FINANCIAL ASSISTANCE GRANT AWARDS

Agency	2017 Award
Asotin Co SO	\$11,075.93
Bainbridge Island PD	\$13,075.36
Benton Co SO	\$15,414.19
Black Diamond PD	\$11,738.23
Bonney Lake PD	\$12,460.62
Chelan Co SO	\$15,058.89
Clallam Co SO	\$22,574.21
Clark Co SO	\$20,405.25
Cowlitz Co SO	\$13,038.42
Douglas Co SO	\$12,457.34
Everett PD	\$18,309.75
Ferry Co SO	\$11,980.49
Franklin Co SO	\$16,022.27
Gig Harbor PD	\$12,161.77
Grant Co SO	\$21,586.06
Grays Harbor Co SO	\$15,465.29
Island Co SO	\$17,103.59
Jefferson Co SO	\$18,641.88
Kent PD	\$12,715.00
King Co SO	\$19,228.19
Kitsap Co SO	\$15,190.28
Kittitas Co SO	\$14,129.28
Klickitat Co SO	\$13,050.07
Lake Stevens PD	\$14,113.97
Lakewood PD	\$12,268.76
Lewis Co SO	\$14,855.35
Lincoln Co SO	\$12,830.55
Mason Co SO	\$14,522.18
Mercer Island PD	\$20,356.33
Pacific County	\$13,660.01
Pend Oreille Co SO	\$14,098.84
Pierce Co SO	\$19,112.86
Port Orchard PD	\$11,698.95
Poulsbo PD	\$11,226.13
San Juan Co SO	\$16,113.63
Seattle PD	\$38,695.48
Skagit Co SO	\$15,459.51
Snohomish Co SO	\$16,138.49
Spokane Co SO	\$17,760.06
Tacoma PD	\$12,070.18
Thurston Co SO	\$13,914.96
Walla Walla Co SO	\$12,613.93
Whatcom Co SO	\$18,374.57
Whitman Co SO	\$15,784.22
Yakima Co SO	\$11,448.44
	\$699,999.76

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

SECTION 4 - ADDITIONAL BILLING AND ADMINISTRATIVE INFORMATION

These grant funds are specifically for reducing boating-related loss of life, personal injury, and property damage tied to the U.S. Coast Guard's *Strategic Plan of the National Recreational Boating Safety Program 2017-2021*. This is accomplished by using the grant funds for on-water law enforcement hours for patrol by officers who have completed a basic Recreational Boating Safety training course meeting State Parks standards. Review the plan at <http://www.uscgboating.org/>.

By completing and submitting this application, the applicant agrees to the following terms:

1. Expand patrols beyond those paid for with state Vessel Registration Fees and local funds.
2. Enforce state RBS regulations using a "zero tolerance" policy for:
 - a. Life jacket requirements, including lifejackets not worn, insufficient lifejackets, and lifejackets found unserviceable or the incorrect size;
 - b. Completion and possession of the mandatory boater education card when operating, for operators required to carry it;
 - c. Boat operation under the influence of alcohol (BUI) rules; and
 - d. "Rules of the road" and other operating regulations.
3. Participate in the national *Operation Dry Water* campaign June, 2017.
4. Follow the following procedures for requesting reimbursement. Invoices for reimbursement may be submitted no more often than monthly but no less than quarterly.
 - a. Submit the following documents.
 - i. The Marine Law Enforcement Grant Invoice Voucher (form A-19) provided including the Officer List Worksheet. When preparing the A-19 invoice voucher, please be sure all expenditures support the RBS mission and that detailed explanations are provided for purchases of equipment and maintenance that occurred during the period in which reimbursement is requested. Boating Program staff will review all A-19's and contact you if any expenditure listed is unclear. Copies of receipts may be requested to support reimbursement.
 - ii. Summary of Activities Report (A-428)
 - iii. Yellow copies of all written vessel inspections completed (P&R A-274). Copies submitted with the quarterly Summary of Activities Report will be sufficient.

Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program

- iv. Copies of the vessel log sheet to document each patrol vessel and shift may be requested.
- v. Names of officers performing patrols paid with these funds.
- b. A-19 Invoice Vouchers requesting reimbursement must be received and date stamped at State Parks by the following dates. The timely submission of reimbursement requests allows proper time for the processing of payments. A-19's submitted after these dates will not be accepted, but may, at our discretion, be processed only when State Parks has been contacted in advance of due date.
 - i. For the period March-April-May-June (2nd quarter): by July 15th.
For the period July-August-September (3rd quarter): by October 15th.
 - ii. Invoices for reimbursement (form A-19) may be submitted monthly or quarterly.
- c. Unforeseen Circumstances: If, during any quarter, an agency is unable to meet the requirements of the grant it should submit a letter, signed by the police chief or sheriff, along with the reimbursement request explaining the reasons and mitigating circumstances. In extreme cases, State Parks may request these applicants to submit a plan within 30 days of the end of the quarter that describes steps the applicant will take to meet minimum requirements. In these cases, reimbursement requests may be deferred until the plan is received and approved by State Parks.
- d. Grantees are required to maintain records of all allowable expenditures for which grant dollars were spent and must make these records available to State Parks for review upon request. Expenditure records may include but are not limited to receipts, invoices, and timesheets. These records must be maintained for six years following the completion of the grant.

Agencies that did not report local expenditures on the annual *Vessel Registration Fee Expenditure Report* due November, 2016 are not eligible to apply for the grant.

Washington State Parks
& Recreation Commission



Request for
Boating Safety Program Approval

Request For Boating Safety Program Approval

Submitted by:
Everett Police Department

(Applicant)

To Washington State Parks & Recreation Commission

Contents

This application for Boating Safety Program Approval consists of this request form, the Boating Safety Program Description and any attachments to it, and any other addenda, or amendments approved by the Director under the authority of RCW 39.34 Interlocal Cooperation Act as authority to enter into this agreement.

Statement of Purpose

RCW 79A.60.010 states, in part:

"...It is also the intent of the legislature to increase boat registration fees in order to provide additional funds to local governments for boating safety enforcement and education programs. The funds are to be used for enforcement, education, training, and equipment, including vessel noise measurement equipment. The legislature encourages programs that provide boating safety education in the primary and secondary school system for boat users and potential future boat users. The legislature also encourages boating safety programs that use volunteer and private sector efforts to enhance boating safety and education."

RCW 79A.60.510 states, in part:

"...The legislature finds that there is a need to educate Washington's boating community about safe and responsible actions on our waters and to increase the level and visibility of the enforcement of boating laws. To address the incidence of fatalities and injuries due to recreational boating on our state's waters, local efforts directed towards safe boating must be stimulated. To provide for safe waterways and public enjoyment, portions of the watercraft excise tax and boat registration fees should be made available for boating safety and other boating recreation purposes."

RCW 88.02.040 states, in part:

"...Fees for vessel registrations collected by the director shall be deposited in the general fund: PROVIDED, that any amount above one million one hundred thousand dollars per fiscal year shall be allocated to counties by the state treasurer for boating safety/education and law enforcement programs. Eligibility for such fee allocation shall be contingent upon approval of the local boating safety program by the State Parks & Recreation Commission. Fund allocation shall be based on the numbers of registered vessels by county of moorage."

Statement of Required Assurances

Chapter 352-65 WAC requires that each county or local jurisdiction requesting approval of its boating safety program make the following assurances. The county or local jurisdiction will:

1. Operate the boating safety program throughout its scheduled season(s) in compliance with minimum program requirements now or hereafter specified in WAC 352-65-040;
2. Established and deposit allocated funds into an account as required by RCW 88.02.045, that is dedicated solely for supporting the jurisdiction's boating safety program activities as specified in WAC 352-65-040;
3. Submit to State Parks a copy of any audit which discloses disallowed or questioned costs, and resolve to State Park's satisfaction any findings pertaining thereto;

- 4. Enforce boating safety equipment, vessel operation, noise level, and registration laws as specified in Title 88 RCW, *Navigation and Harbor Improvements*, RCW 79A.60 *Regulation of Recreational Vessels*, rules adopted by State Parks, and as specified in local rules or ordinances;
- 5. For counties only; equitably distribute state allocated funds to all eligible jurisdictions within seventy-five days of the allocation from the State Treasurer's Office, and notify State Parks of the amount distributed to each eligible jurisdiction;
- 6. For cities only; enter into a cooperative agreement with the county for annual, equitable distribution of allocated vessel registration fees.

The applicant must advise State Parks in writing of any material change to its boating safety program, so that compliance with the above required assurances, including minimum program requirements, may be assessed.

Certification

By this signature, applicant, through its authorized representative, certifies that it has read and understands the above *Statement of Required Assurances*, and hereby makes the required assurances and agrees to be bound thereby. Applicant understands that failure to act consistent with one or more required assurances, or failure to advise State Parks of material changes to its boating safety program, may be cause for revocation of the Commission's approval of the Applicant's boating safety program.

Signature of Authorized Representative

Date

Approval

Director, Washington State Parks & Recreation Commission

Date

**Boating Safety Program Description
Staffing and Schedule**

Agency: Everett Police Department

Agency Sheriff or Chief: Chief Dan Templeman

Date: January 2017

Staffing	Name/Rank	Commission Held (Regular or Reserve)	Date of Marine L.E. Training Date Per WAC 352- 65-040(4)
Supervisor	1 Sgt Jeff Hendrickson	R	04-2001
	2 Lt Bruce Bosman	R	N/A
Lead Accident Investigators	1 Sgt Russ Crocker	R	04-2008
	2 Ofc Josh Doonan	R	04-2015
Boating Safety Officers	1 Sgt Russ Crocker	R	04-2008
	2 Ofc Kevin Davis	R	04-2009
	3 Ofc Greg Ybarra	R	04-2009
	4 Ofc Brett Stewart	R	04-2009
	5 Ofc Aaron Snell	R	05-2012
	6 Ofc Kevin Obrien	R	04-2006
	7 Ofc Ryan Hanks	R	04-2015
	8 Ofc Alex Helphrey	R	04-2013
	9 Ofc Geoffrey Albright	R	04-2016
	10 Ofc John Karr	R	04-2016
Coordinator of Boating Education	Sgt Russ Crocker	R	04-2008
Certified Boating Ed Instructor	Sgt Russ Crocker	R	04-2008
	2		

Boat Patrol Schedule

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Patrol Hours	8					8	8
# of Officers	2					2	2
# of Vessels	1					1	1

Patrol Season Begins: May

Patrol Season Ends: October

1. Boating Accident Reporting - WAC 352-65-040(1)

- a. Each county or local jurisdiction must provide an assurance that all serious or fatal accidents will be thoroughly investigated to the maximum extent possible, and that copies of the investigative reports will be submitted to State Parks in a timely manner as specified in RCW 79A.60.220.
- b. The approved county or local jurisdiction must support the state-wide boating accident reporting system by:
 - i. Providing recreational boaters with copies of the state required boating accident report (BAR) form and informing recreational boaters of their responsibility to submit the completed BAR in a timely fashion as specified in RCW 79A.60.200; and
 - ii. Submitting to State Parks a completed BAR form which includes all available information about the accident or casualty as specified in chapter 352-70 WAC.

2. Boater Assistance - WAC 352-65-040 (2)

The county or local jurisdiction will have the ability to respond or coordinate response to boating emergencies which occur within this jurisdiction. Such emergencies may include swift water response, open water rescue, ice rescue, vessel fire, overdue boater search, or other boating-related emergencies or distress calls.

2. Training - WAC 352-65-040(3)

The county or local jurisdiction will be responsible for acquiring the training for its assigned boating safety program personnel. The training will include basic boating safety officer training as provided by the United States Coast Guard, State Parks, or any county or local jurisdiction whose training program is approved by State Parks.

Such training must be acquired within one year of initiating a new boating safety program and within one year for each newly assigned boating safety officer.

Marine Leads or Supervisors are responsible for maintaining and submitting the BMLE /BCM Currency Form (Enclosure 1) for each assigned member of their Marine Unit. Forms must be submitted annually as part of the A-299 Form.

4. Rules and Regulations - WAC 352-65-040(4)

When the county or local jurisdiction adopts ordinances governing recreational boating, the ordinances must be as restrictive, but may be more restrictive than Washington state boating laws and regulations.

Identify the boating laws, rules and ordinances, which are enforced by the agency's boating safety officers. If local boating ordinances have been passed, please attach a current copy.

5. Enforcement - WAC 352-65-040(5)

The county or local jurisdiction must:

a) Provide:

- i.) Officers with law enforcement certificates from the criminal justice training commission which authorizes such officers to enforce all boating laws and regulations or officers who have completed such other training program as may be approved by the director or designee;

- ii.) A patrol schedule that ensures such officers patrol the waterways during peak recreational boating periods;
- iii.) The necessary boating safety patrol equipment, including vessel(s) capable of serving the minimum requirements of this section. The patrol vessel must be properly marked and properly Equipped as provided in chapter 88.02 RCW and chapter 352-60 WAC;
- b) Respond to on-water complaints, accidents, and emergencies;
- c) Enforce safety equipment, vessel operation, noise level, navigation and harbor improvements, and registration laws as specified in Title 88 RCW, and as specified in local codes or ordinances.

In addition, the laws in RCW 79A.60 and rules adopted by State Parks are to be enforced.

6. Boating Education - WAC 352-65-040(6)

The county or local jurisdiction must have a boating safety education and information program as follows: Have a designated officer, trained by State Parks, to coordinate the activities of boating safety education instructors, act as liaison to boating education organizations, and to coordinate:

- a) Boating safety presentations, which may include any of the following: Presentations in primary and secondary schools, to boating organizations, and youth groups.
- b) Boating safety instruction. A public course of instruction using lessons and materials from State Parks education curriculum, or other state or nationally recognized curriculum approved by State Parks.
- c) Boating safety information. Distribute boating safety information and materials, including materials provided by State Parks, to boating and outdoor recreation organizations, the boating public, public agencies, and the local media.

7. Waterway Marking - WAC 352-65-040(7)

The county or local jurisdiction will use only those waterway markers which conform to the uniform state waterway marking system as identified found in chapter 352-66 WAC.

8. Boating Safety Inspections - WAC 352-65-040(8)

The county or local jurisdiction will complete written boating safety inspections during enforcement and informational contacts when considered safe and appropriate to document boater compliance with state boating laws. State Parks will provide boating safety inspection forms. A copy of the completed inspection will be submitted to State Parks for statistical purposes.

9. Reports - WAC 352-65-040(9)

The county or local jurisdiction agrees to submit an annual report of activities performed through the boating safety program and to submit an annual report of all program expenditures. The county or local jurisdiction agrees to participate in state-wide boating surveys coordinated by State Parks.

10. Limitations on Use of Funds - WAC 352-65-040(10)

These funds are intended to increase education and enforcement efforts and to stimulate greater local participation in boating safety and are not to supplant existing local funds used for boating safety programs. The county or local jurisdiction agrees to deposit vessel registration fees allocated by the state treasurer under RCW 88.02.040 into an account dedicated solely for boating safety purposes which include all activities or expenditures identified in this section.

The dedicated account is established and subject to the requirements in 88.02.045 RCW.

Dedicated Account Number:

156-336-8401-046

13. Participation in Meetings

The supervisory marine officer identified by your agency must attend all meetings and conferences convened by State Parks.

14. Additional Training

Please list any additional MLE courses your personnel may have completed (FLETC, NASBLA, etc.)

Members of our team have completed BOSAR, EVOC, USGC SAR training, Washington State Ferry boarding training and we conduct quarterly in-service marine training throughout the year.

EQUIPMENT VALUED AT \$5000.00 DOLLARS OR MORE (Engines, Electronics, etc.)				
Type of Equipment	Make	Model	Funds used for Purchase (local, state, federal)	Year
Tow Vehicle	Ford	F350	Local / State	2016

PATROL VESSELS					
Patrol Vessel Name	Length	Power	Manufacturer/Model	Funds Used For Purchase (local, state, federal)	Year
Marine 1	33	OB /900HP	Safeboat	Federal / Local	2013
Marine 2	24	OB 280HP	Zodiac	Local	1992
Marine 3	14	OB / 15	Inmar	State	2016

(Enclosure 1) BOAT Currency Requirements Report
 Officer Name MID JIM OHARA ID _____

COMPETENCY Boat Crew

Boat Operator for SAR Tactical Operator

DATE 01-10-17

Boat Crew Member					
TASK	COMPETENCY	REQUIRED	FREQUENCY	DATE COMPLETED	SUPERVISOR SIGNOFF
First Aid Training	All boat crew positions	Burns, hypothermia, shock, bleeding and CPR	1 time each year	11-03-16	JA
Operational Risk Management Training	All boat crew positions	Review risk mgt. concepts with an emphasis on mission analysis (risk mgt. principles and use of GAR model)	1 time each year	08-22-16	
Man Overboard Recovery	All boat crew positions	Conduct in accordance with Task BCM-07-01-TYPE, and Task BCM-07-02-TYPE	1 time each year	08-22-16	
Area of Responsibility (AOR) Familiarization	All boat crew positions	Equivalent of one day and one night rip through all designated areas of interest within the AOR.	1 time each year	08-22-16	
Underway Hours	All boat crew positions	Minimum of 40 hours total, with a minimum of 10 nighttime hours	1 time each year	05-07-16	
Boat Launch and Recovery	All boat crew positions	Participate in the launch and recovery of the vessel.	1 time each year	05-22-16	
Towing	All boat crew positions	Conduct in accordance with Task BCM-07-09-ANY, Task BCM-07-10-TYPE, Task BCM-07-11-ANY, and Task BCM-07-12-TYPE	1 time each year	08-22-16	
Boat Handling	All boat crew positions	Conduct in accordance with the Basic Crew Member (BCM) Course Curriculum Section D: Boat Handling	1 time each year	05-22-16	
Mooring Evolution	All boat crew positions	Conduct in accordance with Task BCM-04-11-TYPE	1 time each year	05-22-16	
Conduct Pre-Start/Check and Start the Boat	All boat crew positions	Conduct the check and start of each boat type in accordance with the applicable qualification tasks for which the trainee is qualified.	1 time each year	05-22-16	
Secure the boat	All boat crew positions	Conduct securing procedures for each boat for which the member is qualified.	1 time each year	05-22-16	

Officer's Name: JIM OHARA

Officer's Agency/Department: BURLINGTON POLICE DEPT

Role of Signing Authority: Supervisor NASBLA Instructor Coast Guard Coxswain

Signing Authority Name: JOE HANCOCK

Signing Authority Agency: JA BURLINGTON PD

(Enclosure 1) BOAT Currency Requirements Report
 Officer Name MPO STEPHAN ROSS ID _____

COMPETENCY Boat Crew

Boat Operator for SAR Tactical Operator

DATE 01-20-17

Boat Crew Member					
TASK	COMPETENCY	REQUIRED	FREQUENCY	DATE COMPLETED	SUPERVISOR SIGNOFF
First Aid Training	All boat crew positions	Burns, hypothermia, shock, bleeding and CPR	1 time each year	12-08-16	TR
Operational Risk Management Training	All boat crew positions	Review risk mgt. concepts with an emphasis on mission analysis (risk mgt. principles and use of GAR model)	1 time each year	03-22-16	
Man Overboard Recovery	All boat crew positions	Conduct in accordance with Task BCM-07-01-TYPE, and Task BCM-07-02-TYPE	1 time each year	05-22-16	
Area of Responsibility (AOR) Familiarization	All boat crew positions	Equivalent of one day and one night rip through all designated areas of interest within the AOR.	1 time each year	11-28-16	
Underway Hours	All boat crew positions	Minimum of 40 hours total, with a minimum of 10 nighttime hours	1 time each year	11-28-16	
Boat Launch and Recovery	All boat crew positions	Participate in the launch and recovery of the vessel.	1 time each year	08-22-16	
Towing	All boat crew positions	Conduct in accordance with Task BCM-07-09-ANY, Task BCM-07-10-TYPE, Task BCM-07-11-ANY, and Task BCM-07-12-TYPE	1 time each year	11-28-16	
Boat Handling	All boat crew positions	Conduct in accordance with the Basic Crew Member (BCM) Course Curriculum Section D: Boat Handling	1 time each year	11-28-16	
Mooring Evolution	All boat crew positions	Conduct in accordance with Task BCM-04-11-TYPE	1 time each year	11-28-16	
Conduct Pre-Start/Check and Start the Boat	All boat crew positions	Conduct the check and start of each boat type in accordance with the applicable qualification tasks for which the trainee is qualified.	1 time each year	11-28-16	
Secure the boat	All boat crew positions	Conduct securing procedures for each boat for which the member is qualified.	1 time each year	11-28-16	

Officer's Name: STEPHAN ROSS

Officer's Agency/Department: BUFFETT POLICE

Role of Signing Authority: Supervisor NASBLA Instructor Coast Guard Coxswain

Signing Authority Name: JEFF HANSEN

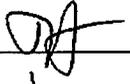
Signing Authority Agency: BUFFETT PD

(Enclosure 1) BOAT Currency Requirements Report
 Officer Name OFC BRITT STEWART ID _____

COMPETENCY Boat Crew

Boat Operator for SAR Tactical Operator

DATE 01-10-17

Boat Crew Member						
TASK	COMPETENCY	REQUIRED	FREQUENCY	DATE COMPLETED	SUPERVISOR SIGNOFF	
First Aid Training	All boat crew positions	Burns, hypothermia, shock, bleeding and CPR	1 time each year	04-07-16		
Operational Risk Management Training	All boat crew positions	Review risk mgt. concepts with an emphasis on mission analysis (risk mgt. principles and use of GAR model)	1 time each year	05-22-16		
Man Overboard Recovery	All boat crew positions	Conduct in accordance with Task BCM-07-01-TYPE, and Task BCM-07-02-TYPE	1 time each year	05-22-16		
Area of Responsibility (AOR) Familiarization	All boat crew positions	Equivalent of one day and one night rip through all designated areas of interest within the AOR.	1 time each year	05-22-16		
Underway Hours	All boat crew positions	Minimum of 40 hours total, with a minimum of 10 nighttime hours	1 time each year	07-01-16		
Boat Launch and Recovery	All boat crew positions	Participate in the launch and recovery of the vessel.	1 time each year	05-22-16		
Towing	All boat crew positions	Conduct in accordance with Task BCM-07-09-ANY, Task BCM-07-10-TYPE, Task BCM-07-11-ANY, and Task BCM-07-12-TYPE	1 time each year	05-22-16		
Boat Handling	All boat crew positions	Conduct in accordance with the Basic Crew Member (BCM) Course Curriculum Section D: Boat Handling	1 time each year	07-22-16		
Mooring Evolution	All boat crew positions	Conduct in accordance with Task BCM-04-11-TYPE	1 time each year	05-22-16		
Conduct Pre-Start/Check and Start the Boat	All boat crew positions	Conduct the check and start of each boat type in accordance with the applicable qualification tasks for which the trainee is qualified.	1 time each year	05-22-16		
Secure the boat	All boat crew positions	Conduct securing procedures for each boat for which the member is qualified.	1 time each year	05-22-16		

Officer's Name: BRITT STEWART

Officer's Agency/Department: BURBETT POLICE

Role of Signing Authority: Supervisor NASBLA Instructor Coast Guard Coxswain

Signing Authority Name: J. HENRIEFELSON

Signing Authority Agency:  BURBETT PD

(Enclosure 1) BOAT Currency Requirements Report

Officer Name OFC KEVIN O'BRIEN ID _____

COMPETENCY Boat Crew

Boat Operator for SAR Tactical Operator

DATE 01-10-17

Boat Crew Member						
TASK	COMPETENCY	REQUIRED	FREQUENCY	DATE COMPLETED	SUPERVISOR SIGNOFF	
First Aid Training	All boat crew positions	Burns, hypothermia, shock, bleeding and CPR	1 time each year	10-09-16		
Operational Risk Management Training	All boat crew positions	Review risk mgt. concepts with an emphasis on mission analysis (risk mgt. principles and use of GAR model)	1 time each year	08-22-16		
Man Overboard Recovery	All boat crew positions	Conduct in accordance with Task BCM-07-01-TYPE, and Task BCM-07-02-TYPE	1 time each year	08-22-16		
Area of Responsibility (AOR) Familiarization	All boat crew positions	Equivalent of one day and one night rip through all designated areas of interest within the AOR.	1 time each year	08-22-16		
Underway Hours	All boat crew positions	Minimum of 40 hours total, with a minimum of 10 nighttime hours	1 time each year	11-25-16		
Boat Launch and Recovery	All boat crew positions	Participate in the launch and recovery of the vessel.	1 time each year	08-22-16		
Towing	All boat crew positions	Conduct in accordance with Task BCM-07-09-ANY, Task BCM-07-10-TYPE, Task BCM-07-11-ANY, and Task BCM-07-12-TYPE	1 time each year	01-25-16		
Boat Handling	All boat crew positions	Conduct in accordance with the Basic Crew Member (BCM) Course Curriculum Section D: Boat Handling	1 time each year	08-22-16		
Mooring Evolution	All boat crew positions	Conduct in accordance with Task BCM-04-11-TYPE	1 time each year	08-22-16		
Conduct Pre-Start/Check and Start the Boat	All boat crew positions	Conduct the check and start of each boat type in accordance with the applicable qualification tasks for which the trainee is qualified.	1 time each year	08-22-16		
Secure the boat	All boat crew positions	Conduct securing procedures for each boat for which the member is qualified.	1 time each year	08-22-16		

Officer's Name: KEVIN O'BRIEN

Officer's Agency/Department: EVERETT POLICE

Role of Signing Authority: Supervisor NASBLA Instructor Coast Guard Coxswain

Signing Authority Name: JOFF HANCOCK

Signing Authority Agency:  EVERETT PD

(Enclosure 1) BOAT Currency Requirements Report
 Officer Name OFC JOHN KARR ID _____

COMPETENCY Boat Crew Boat Operator for SAR Tactical Operator DATE 01/01/17

Boat Crew Member					
TASK	COMPETENCY	REQUIRED	FREQUENCY	DATE COMPLETED	SUPERVISOR SIGNOFF
First Aid Training	All boat crew positions	Burns, hypothermia, shock, bleeding and CPR	1 time each year	08-04-16	JA
Operational Risk Management Training	All boat crew positions	Review risk mgt. concepts with an emphasis on mission analysis (risk mgt. principles and use of GAR model)	1 time each year	08-22-16	
Man Overboard Recovery	All boat crew positions	Conduct in accordance with Task BCM-07-01-TYPE, and Task BCM-07-02-TYPE	1 time each year	08-22-16	
Area of Responsibility (AOR) Familiarization	All boat crew positions	Equivalent of one day and one night rip through all designated areas of interest within the AOR.	1 time each year	08-22-16	
Underway Hours	All boat crew positions	Minimum of 40 hours total, with a minimum of 10 nighttime hours	1 time each year	11-28-16	
Boat Launch and Recovery	All boat crew positions	Participate in the launch and recovery of the vessel.	1 time each year	08-22-16	
Towing	All boat crew positions	Conduct in accordance with Task BCM-07-09-ANY, Task BCM-07-10-TYPE, Task BCM-07-11-ANY, and Task BCM-07-12-TYPE	1 time each year	01-28-16	
Boat Handling	All boat crew positions	Conduct in accordance with the Basic Crew Member (BCM) Course Curriculum Section D: Boat Handling	1 time each year	08-22-16	
Mooring Evolution	All boat crew positions	Conduct in accordance with Task BCM-04-11-TYPE	1 time each year	08-22-16	
Conduct Pre-Start/Check and Start the Boat	All boat crew positions	Conduct the check and start of each boat type in accordance with the applicable qualification tasks for which the trainee is qualified.	1 time each year	08-22-16	
Secure the boat	All boat crew positions	Conduct securing procedures for each boat for which the member is qualified.	1 time each year	08-27-16	

Officer's Name: JOHN KARR

Officer's Agency/Department: BURGESS POLICE

Role of Signing Authority: Supervisor NASBLA Instructor Coast Guard Coxswain

Signing Authority Name: JEFF HENNINGSEN

Signing Authority Agency: BURGESS PD

(Enclosure 1) BOAT Currency Requirements Report
 Officer Name SO1 RUSSELL CROCKFORD ID _____

COMPETENCY Boat Crew

Boat Operator for SAR Tactical Operator

DATE 01-10-17

Boat Crew Member					
TASK	COMPETENCY	REQUIRED	FREQUENCY	DATE COMPLETED	SUPERVISOR SIGNOFF
First Aid Training	All boat crew positions	Burns, hypothermia, shock, bleeding and CPR	1 time each year	06-09-17	
Operational Risk Management Training	All boat crew positions	Review risk mgt. concepts with an emphasis on mission analysis (risk mgt. principles and use of GAR model)	1 time each year	08-22-16	
Man Overboard Recovery	All boat crew positions	Conduct in accordance with Task BCM-07-01-TYPE, and Task BCM-07-02-TYPE	1 time each year	08-22-16	
Area of Responsibility (AOR) Familiarization	All boat crew positions	Equivalent of one day and one night rip through all designated areas of interest within the AOR.	1 time each year	08-22-16	
Underway Hours	All boat crew positions	Minimum of 40 hours total, with a minimum of 10 nighttime hours	1 time each year	11-25-16	
Boat Launch and Recovery	All boat crew positions	Participate in the launch and recovery of the vessel.	1 time each year	07-22-16	
Towing	All boat crew positions	Conduct in accordance with Task BCM-07-09-ANY, Task BCM-07-10-TYPE, Task BCM-07-11-ANY, and Task BCM-07-12-TYPE	1 time each year	11-25-16	
Boat Handling	All boat crew positions	Conduct in accordance with the Basic Crew Member (BCM) Course Curriculum Section D: Boat Handling	1 time each year	07-22-16	
Mooring Evolution	All boat crew positions	Conduct in accordance with Task BCM-04-11-TYPE	1 time each year	08-22-16	
Conduct Pre-Start/Check and Start the Boat	All boat crew positions	Conduct the check and start of each boat type in accordance with the applicable qualification tasks for which the trainee is qualified.	1 time each year	08-22-16	
Secure the boat	All boat crew positions	Conduct securing procedures for each boat for which the member is qualified.	1 time each year	08-22-16	

Officer's Name: SO1 RUSSELL CROCKFORD

Officer's Agency/Department: EMERGENCY 10

Role of Signing Authority: Supervisor NASBLA Instructor Coast Guard Coxswain

Signing Authority Name: SBPF HANDELISSON

Signing Authority Agency: EMERGENCY P.D

(Enclosure 1) BOAT Currency Requirements Report
 Officer Name SGT JEFF HENNINGSEN ID _____

COMPETENCY Boat Crew Boat Operator for SAR Tactical Operator DATE 01-10-17

Boat Crew Member					
TASK	COMPETENCY	REQUIRED	FREQUENCY	DATE COMPLETED	SUPERVISOR SIGNOFF
First Aid Training	All boat crew positions	Burns, hypothermia, shock, bleeding and CPR	1 time each year	05-05-17	DIA
Operational Risk Management Training	All boat crew positions	Review risk mgt. concepts with an emphasis on mission analysis (risk mgt. principles and use of GAR model)	1 time each year	08-22-16	
Man Overboard Recovery	All boat crew positions	Conduct in accordance with Task BCM-07-01-TYPE, and Task BCM-07-02-TYPE	1 time each year	08-22-16	
Area of Responsibility (AOR) Familiarization	All boat crew positions	Equivalent of one day and one night rip through all designated areas of interest within the AOR.	1 time each year	08-22-16	
Underway Hours	All boat crew positions	Minimum of 40 hours total, with a minimum of 10 nighttime hours	1 time each year	07-04-16	
Boat Launch and Recovery	All boat crew positions	Participate in the launch and recovery of the vessel.	1 time each year	08-22-16	
Towing	All boat crew positions	Conduct in accordance with Task BCM-07-09-ANY, Task BCM-07-10-TYPE, Task BCM-07-11-ANY, and Task BCM-07-12-TYPE	1 time each year	07-04-16	
Boat Handling	All boat crew positions	Conduct in accordance with the Basic Crew Member (BCM) Course Curriculum Section D: Boat Handling	1 time each year	08-22-16	
Mooring Evolution	All boat crew positions	Conduct in accordance with Task BCM-04-11-TYPE	1 time each year	08-22-16	
Conduct Pre-Start/Check and Start the Boat	All boat crew positions	Conduct the check and start of each boat type in accordance with the applicable qualification tasks for which the trainee is qualified.	1 time each year	08-22-16	
Secure the boat	All boat crew positions	Conduct securing procedures for each boat for which the member is qualified.	1 time each year	08-22-16	

Officer's Name: JEFF HENNINGSEN

Officer's Agency/Department: BURRITT PD

Role of Signing Authority: Supervisor NASBLA Instructor Coast Guard Coxswain

Signing Authority Name: JEFF HENNINGSEN

Signing Authority Agency: BURRITT PD

(Enclosure 1) BOAT Currency Requirements Report
 Officer Name OFIC GREG YBARRA ID _____

COMPETENCY Boat Crew

Boat Operator for SAR Tactical Operator

DATE 01-10-17

Boat Crew Member					
TASK	COMPETENCY	REQUIRED	FREQUENCY	DATE COMPLETED	SUPERVISOR SIGNOFF
First Aid Training	All boat crew positions	Burns, hypothermia, shock, bleeding and CPR	1 time each year	05-05-16	JA
Operational Risk Management Training	All boat crew positions	Review risk mgt. concepts with an emphasis on mission analysis (risk mgt. principles and use of GAR model)	1 time each year	08-22-16	
Man Overboard Recovery	All boat crew positions	Conduct in accordance with Task BCM-07-01-TYPE, and Task BCM-07-02-TYPE	1 time each year	08-22-16	
Area of Responsibility (AOR) Familiarization	All boat crew positions	Equivalent of one day and one night rip through all designated areas of interest within the AOR.	1 time each year	08-22-16	
Underway Hours	All boat crew positions	Minimum of 40 hours total, with a minimum of 10 nighttime hours	1 time each year	09-17-16	
Boat Launch and Recovery	All boat crew positions	Participate in the launch and recovery of the vessel.	1 time each year	08-22-16	
Towing	All boat crew positions	Conduct in accordance with Task BCM-07-09-ANY, Task BCM-07-10-TYPE, Task BCM-07-11-ANY, and Task BCM-07-12-TYPE	1 time each year	08-22-16	
Boat Handling	All boat crew positions	Conduct in accordance with the Basic Crew Member (BCM) Course Curriculum Section D: Boat Handling	1 time each year	08-22-16	
Mooring Evolution	All boat crew positions	Conduct in accordance with Task BCM-04-11-TYPE	1 time each year	08-22-16	
Conduct Pre-Start/Check and Start the Boat	All boat crew positions	Conduct the check and start of each boat type in accordance with the applicable qualification tasks for which the trainee is qualified.	1 time each year	08-22-16	
Secure the boat	All boat crew positions	Conduct securing procedures for each boat for which the member is qualified.	1 time each year	08-22-16	

Officer's Name: GREG YBARRA

Officer's Agency/Department: EVERETT PD

Role of Signing Authority: Supervisor NASBLA Instructor Coast Guard Coxswain

Signing Authority Name: J. HENNINGSON

Signing Authority Agency: EVERETT PD

(Enclosure 1) BOAT Currency Requirements Report
 Officer Name OFF GEOFFREY ALBRECHT ID _____

COMPETENCY Boat Crew Boat Operator for SAR Tactical Operator DATE 01-10-17

Boat Crew Member					
TASK	COMPETENCY	REQUIRED	FREQUENCY	DATE COMPLETED	SUPERVISOR SIGNOFF
First Aid Training	All boat crew positions	Burns, hypothermia, shock, bleeding and CPR	1 time each year	10-06-16	
Operational Risk Management Training	All boat crew positions	Review risk mgt. concepts with an emphasis on mission analysis (risk mgt. principles and use of GAR model)	1 time each year	08-22-16	
Man Overboard Recovery	All boat crew positions	Conduct in accordance with Task BCM-07-01-TYPE, and Task BCM-07-02-TYPE	1 time each year	08-22-16	
Area of Responsibility (AOR) Familiarization	All boat crew positions	Equivalent of one day and one night rip through all designated areas of interest within the AOR.	1 time each year	08-22-16	
Underway Hours	All boat crew positions	Minimum of 40 hours total, with a minimum of 10 nighttime hours	1 time each year	08-22-16	
Boat Launch and Recovery	All boat crew positions	Participate in the launch and recovery of the vessel.	1 time each year	08-22-16	
Towing	All boat crew positions	Conduct in accordance with Task BCM-07-09-ANY, Task BCM-07-10-TYPE, Task BCM-07-11-ANY, and Task BCM-07-12-TYPE	1 time each year	08-22-16	
Boat Handling	All boat crew positions	Conduct in accordance with the Basic Crew Member (BCM) Course Curriculum Section D: Boat Handling	1 time each year	08-22-16	
Mooring Evolution	All boat crew positions	Conduct in accordance with Task BCM-04-11-TYPE	1 time each year	08-22-16	
Conduct Pre-Start/Check and Start the Boat	All boat crew positions	Conduct the check and start of each boat type in accordance with the applicable qualification tasks for which the trainee is qualified.	1 time each year	08-22-16	
Secure the boat	All boat crew positions	Conduct securing procedures for each boat for which the member is qualified.	1 time each year	08-22-16	

Officer's Name: GEOFFREY ALBRECHT

Officer's Agency/Department: BURNETT PD

Role of Signing Authority: Supervisor NASBLA Instructor Coast Guard Coxswain

Signing Authority Name: JEFF HAMMOND

Signing Authority Agency: BURNETT PD

(Enclosure 1) BOAT Currency Requirements Report
 Officer Name OFC ALEX HELPHREY ID _____

COMPETENCY Boat Crew

Boat Operator for SAR Tactical Operator

DATE 01-10-17

Boat Crew Member					
TASK	COMPETENCY	REQUIRED	FREQUENCY	DATE COMPLETED	SUPERVISOR SIGNOFF
First Aid Training	All boat crew positions	Burns, hypothermia, shock, bleeding and CPR	1 time each year	04-07-16	JA
Operational Risk Management Training	All boat crew positions	Review risk mgt. concepts with an emphasis on mission analysis (risk mgt. principles and use of GAR model)	1 time each year	08-22-16	
Man Overboard Recovery	All boat crew positions	Conduct in accordance with Task BCM-07-01-TYPE, and Task BCM-07-02-TYPE	1 time each year	08-22-16	
Area of Responsibility (AOR) Familiarization	All boat crew positions	Equivalent of one day and one night rip through all designated areas of interest within the AOR.	1 time each year	08-22-16	
Underway Hours	All boat crew positions	Minimum of 40 hours total, with a minimum of 10 nighttime hours	1 time each year	11-28-16	
Boat Launch and Recovery	All boat crew positions	Participate in the launch and recovery of the vessel.	1 time each year	08-22-16	
Towing	All boat crew positions	Conduct in accordance with Task BCM-07-09-ANY, Task BCM-07-10-TYPE, Task BCM-07-11-ANY, and Task BCM-07-12-TYPE	1 time each year	11-28-16	
Boat Handling	All boat crew positions	Conduct in accordance with the Basic Crew Member (BCM) Course Curriculum Section D: Boat Handling	1 time each year	08-22-16	
Mooring Evolution	All boat crew positions	Conduct in accordance with Task BCM-04-11-TYPE	1 time each year	08-22-16	
Conduct Pre-Start/Check and Start the Boat	All boat crew positions	Conduct the check and start of each boat type in accordance with the applicable qualification tasks for which the trainee is qualified.	1 time each year	08-22-16	
Secure the boat	All boat crew positions	Conduct securing procedures for each boat for which the member is qualified.	1 time each year	08-22-16	

Officer's Name: ALEX HELPHREY

Officer's Agency/Department: FURBERT PD

Role of Signing Authority: Supervisor NASBLA Instructor Coast Guard Coxswain

Signing Authority Name: J. BENNETT

Signing Authority Agency: FURBERT PD

(Enclosure 1) BOAT Currency Requirements Report
 Officer Name OPC JOSH DORNAN ID _____

COMPETENCY Boat Crew

Boat Operator for SAR Tactical Operator

DATE 01-10-17

TASK	COMPETENCY	Boat Crew Member			
		REQUIRED	FREQUENCY	DATE COMPLETED	SUPERVISOR SIGNOFF
First Aid Training	All boat crew positions	Burns, hypothermia, shock, bleeding and CPR	1 time each year	07-07-16	<i>[Signature]</i>
Operational Risk Management Training	All boat crew positions	Review risk mgt. concepts with an emphasis on mission analysis (risk mgt. principles and use of GAR model)	1 time each year	11-25-16	<i>[Signature]</i>
Man Overboard Recovery	All boat crew positions	Conduct in accordance with Task BCM-07-01-TYPE, and Task BCM-07-02-TYPE	1 time each year	11-25-16	
Area of Responsibility (AOR) Familiarization	All boat crew positions	Equivalent of one day and one night rip through all designated areas of interest within the AOR.	1 time each year	11-25-16	
Underway Hours	All boat crew positions	Minimum of 40 hours total, with a minimum of 10 nighttime hours	1 time each year	11-25-16	
Boat Launch and Recovery	All boat crew positions	Participate in the launch and recovery of the vessel.	1 time each year	11-25-16	
Towing	All boat crew positions	Conduct in accordance with Task BCM-07-09-ANY, Task BCM-07-10-TYPE, Task BCM-07-11-ANY, and Task BCM-07-12-TYPE	1 time each year	11-25-16	
Boat Handling	All boat crew positions	Conduct in accordance with the Basic Crew Member (BCM) Course Curriculum Section D: Boat Handling	1 time each year	11-25-16	
Mooring Evolution	All boat crew positions	Conduct in accordance with Task BCM-04-11-TYPE	1 time each year	11-25-16	
Conduct Pre-Start/Check and Start the Boat	All boat crew positions	Conduct the check and start of each boat type in accordance with the applicable qualification tasks for which the trainee is qualified.	1 time each year	11-25-16	
Secure the boat	All boat crew positions	Conduct securing procedures for each boat for which the member is qualified.	1 time each year	11-25-16	

Officer's Name: JOSH DORNAN

Officer's Agency/Department: BURBETT PD

Role of Signing Authority: Supervisor NASBLA Instructor Coast Guard Coxswain

Signing Authority Name: JEFF HENNINGSON

Signing Authority Agency: BURBETT PD



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January 19, 2017

Washington State Parks &
 Recreation Commission
 Recreational Boating Program
 Federal Financial Assistance Grant Program

As per the Federal Financial Assistance Grant Program requirements, a match of 50% of Vessel Registration Funding to be received by the City of Everett Police Department must be deemed as a financial commitment for the 2017 federal assistance grants.

The City of Everett Police Department has committed to the use of local funding from the General Fund and is allocated in the budget shown below:

**2017 FFA Match
 Salary & Benefits**

	Salary/ Benefits	Hourly	BMLE Training	Instructor 2 weeks (84 hrs)	10% of Full S/B	Totals
TBD	\$126,649	57.67	\$3,114.32	\$0.00	\$0.00	\$3,114.32
Crocker	\$145,845	66.41	\$0.00	\$5,578.77	\$0.00	\$5,578.77
TBD	\$128,585	58.55	\$3,161.93	\$0.00	\$0.00	\$3,161.93
Hendrickson	\$149,765	68.20	\$0.00	\$0.00	\$14,976.50	\$14,976.50
		Sub Total	\$6,276.25	\$5,578.77	\$14,976.50	\$26,831.52
		OT Budget		369 Marine Call- Outs		\$10,000.00
		OT Budget		374 Marine Training		\$4,000.00
				Sub Total		\$14,000.00
		<i>Total Salary & Benefits allocated from Everett PD General Fund</i>				\$40,831.52

Please accept this letter as our official budget document for the Washington State Parks & Recreation Commission FY 2017 Marine Patrol Federal Financial Assistance Grant Program application.

Dan Templeman
 Chief of Police