



Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, October 16, 2024
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: October 9, 2024

Mayor's Comments: Mayor's Proposed 2025 Budget Message

Public Comment

Council Comments/Liaison Reports

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$2,271,055.32 For The Period Ending September 28, 2024 Through October 4, 2024.

Documents:

[RES CLAIMS PAYABLE SEP 28, 2024 - OCT 4, 2024.PDF](#)

(2) Authorize The Mayor To Sign The Biosolids Settlement Agreement With Silver Lake Water & Sewer District, Alderwood Water & Wastewater District, And Mukilteo Water And Wastewater District.

Documents:

[BIOSOLIDS SETTLEMENT AGREEMENT.PDF](#)

(3) Authorize The Mayor To Sign The Intergovernmental Support Agreement Between Naval Station Everett And The City Of Everett For Deicing Of Major Naval Station Everett Installation Roadways.

Documents:

[EVERETT NAVAL STATION-DEICING-IGSA.PDF](#)

(4) Authorize The Mayor To Sign The Interlocal Agreement With Snohomish County Treasurer To Allow The Treasurer To Perform As The City's Agent In Billing And Collection Of Special Assessments.

Documents:

[SNOHOMISH COUNTY-CODE ENFORCEMENT SPECIAL ASSESSMENT COST BILLING AND COLLECTIONS-ILA.PDF](#)

PROPOSED ACTION ITEMS:

(5) CB 2409-24 – 2nd Reading - Adopt An Ordinance Amending The Zoning Map For 1301 Lombard Avenue. (Public Hearing And 3rd & Final Reading 10/23/24)

Documents:

[CB 2409-24.PDF](#)

(6) CB 2409-25 – 2nd Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Dorn Avenue Drainage Improvements" Fund 336, Program 043. (3rd & Final Reading 10/23/24)

Documents:

[CB 2409-25.PDF](#)

(7) CB 2409-26 – 2nd Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Marilyn Avenue Drainage Improvements" Fund 336, Program 044. (3rd & Final Reading 10/23/24)

Documents:

[CB 2409-26.PDF](#)

(8) CB 2409-27 – 2nd Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Olympic Boulevard Fish Barrier At Pigeon Creek No. 2" Fund 336, Program 045. (3rd & Final Reading 10/23/24)

Documents:

[CB 2409-27.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

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

AGENDAS, BROADCAST AND RECORDINGS

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

CONTACT THE COUNCIL

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

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

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

RESOLUTION NO. _____

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

Whereas the claims payable by check against the City of Everett for the period Sep 28, 2024 through Oct 4, 2024, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
001	City Council	1,916.67	101	Parks & Recreation	32,788.02
002	General Government	230,284.92	110	Library	14,318.04
003	Legal	795.16	112	Community Theater	17,960.55
005	Municipal Court	1,945.24	120	Public Works-Streets	4,230.65
007	Human Resources	86.25	130	Develop & Const Permit Fee	864.73
009	Misc Financial Funds	68,128.30	138	Hotel/Motel Tax	45,500.00
010	Finance	172.50	146	Property Management	2,211.84
018	Communications, Mktg & Engag	21.00	148	Cum Reserve-Parks	92.63
024	Public Works-Engineering	67,459.86	152	Cum Reserve-Library	1,290.00
030	Emergency Management	24,075.63	153	Emergency Medical Service:	97,544.28
031	Police	6,594.56	155	Capital Reserve Fund	18,525.76
032	Fire	13,821.02	156	Criminal Justice	27,218.13
038	Facilities/Maintenance	846.47	197	CHIP Loan Program	22,241.84
TOTAL GENERAL FUND		\$ 416,147.58	303	PW Improvement Projects	2,395.71
			336	Water & Sewer Sys Improv I	1,631.53
			342	City Facilities Construction	48,910.99
			354	Parks Capital Construction	18,564.55
			401	Public Works-Utilities	1,012,899.51
			425	Public Works-Transit	114,523.47
			430	Everpark Garage	25.00
			440	Golf	34,565.37
			501	MVD-Transportation Service	34,453.37
			503	Self-Insurance	8,772.86
			505	Computer Resereve	134,289.38
			507	Telecommunications	3,777.73
			508	Health Benefits Reserve	22,229.16
			637	Police Pension	1,182.92
			665	Other Special Agency Funds	104,538.26
			670	Custodial Funds	27,361.46
			TOTAL CLAIMS	\$ 2,271,055.32	

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2024

Council President

Project title: Biosolids Settlement Agreement

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 10/16/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Public Works, Legal

Contact person:

Ryan Sass

Phone number:

425.257-8942

Email:

rsass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Biosolids Settlement Agreement

Partner/Supplier: Silver Lake Water & Sewer District, Alderwood Water & Wastewater District, Mukilteo Water and Wastewater District

Location: Utility owned agricultural property along Lowell-Snohomish River Rd.

Preceding action: Biosolids Tolling Agreement

Fund: Fund 401 – Water & Sewer Utility

Fiscal summary statement:

There is no exchange of funds resulting from this action.

Project summary statement:

Everett Public Works Utilities division purchased agricultural property from the City General Fund in 2019 for the purpose of land application of biosolids. By purchasing the property, Everett made available a local alternative in Western Washington that is often less costly than other agricultural land biosolids application sites east of the Cascades. This helps ensure competitive prices for hauling and land application of biosolids to the advantage of ratepayers.

Silver Lake Water & Sewer District, Alderwood Water & Wastewater District, and Mukilteo Water and Wastewater District (the Districts) objected to paying cost sharing for the acquisition of the property as a capital expense. In 2020, the Districts signed a tolling agreement with the City and paid approximately half of the amount billed by Everett under protest while additional discussion and negotiation could occur. This payment under protest was about \$150,000. Later, the Districts invoked the arbitration clause in the Biosolids Tolling Agreement.

After additional negotiation and discussion, the City and the Districts have determined that the costs of an arbitration would likely exceed the value of the dispute. Under this settlement agreement, the City retains all funds previously collected under the tolling agreement and the Districts make no additional payment.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Biosolids Settlement Agreement with Silver Lake Water & Sewer District, Alderwood Water & Wastewater District, and Mukilteo Water and Wastewater District.

BIOSOLIDS SETTLEMENT AGREEMENT

RECITALS

WHEREAS, the City of Everett, a municipal corporation of the State of Washington (the "City"), and Silver Lake Water & Sewer District (SLWSD), Alderwood Water & Wastewater District (AWWD), and Mukilteo Water and Wastewater District (MWWD), all municipal corporations of the State of Washington, (collectively, the "Districts") have entered into the following agreements regarding sewage disposal (collectively, the "Contracts");

District	Date of Agreements
Alderwood Water & Wastewater District	December 30, 1981
Mukilteo Water and Wastewater District	May 4, 1983
Silver Lake Water & Sewer District	March 31, 2015

WHEREAS, the City and the Districts have a dispute regarding the Districts' reimbursement obligations to the City regarding the purchase of certain agricultural property for biosolids disposal (the "Marshland Property"); and

WHEREAS, the Districts' position includes, but is not limited to, that they are not contractually responsible for the costs associated with the purchase of Marshland Property for biosolid disposal since, according to the Districts, contractually and historically, reimbursement to the City for biosolid disposal has been paid as a maintenance and operations charge pursuant to the respective Contracts; and

WHEREAS, the City's position includes, but is not limited to, that the purchase of the Marshland Property is a capital expense subject to cost sharing pursuant to the Contracts; and

WHEREAS, the City and Districts executed the Biosolids Tolling Agreement dated on or about July 13, 2020, under which the Districts paid about half of the amounts demanded by the City with respect to the Marshland Property purchase, all as follows:

District	Amounts Paid Under Protest by Districts
Alderwood Water & Wastewater District	\$22,927.57
Mukilteo Water and Wastewater District	\$24,786.56
Silver Lake Water & Sewer District	\$101,253.11

WHEREAS, the Districts have invoked the arbitration clause in the Biosolids Tolling Agreement, but the arbitration has not yet occurred; and

WHEREAS, the City and Districts have determined that the costs of an arbitration

proceeding are not justified considering the amounts in dispute; the arbitration should be dismissed with prejudice; and the parties' past, present, and future obligations regarding the Marshland Property should be conclusively settled; and

NOW, THEREFORE, the City and the Districts (each, a "Party" and, collectively, the "Parties") enter into this settlement agreement ("Settlement Agreement"), and, intending to be bound thereby, make the following promises, which are acknowledged by the Parties as mutual and adequate consideration:

AGREEMENT

1. Incorporation of Recitals. The Recitals are incorporated by reference into this Settlement Agreement.

2. Settlement.

- a. The Parties hereby dismiss the pending Marshland Property arbitration proceeding with prejudice, and will take any necessary steps with the arbitration panel for such dismissal. To effectuate the dismissal with prejudice, the Parties shall submit a letter signed by each Party notifying the selected arbitrators that the matter is dismissed with prejudice, with the City and the Districts responsible for their own costs, including costs incurred by their respective arbitrators and attorney fees.
- b. The City will retain the "Amounts Paid under Protest by the Districts" as shown in the table in the recitals above.
- c. The Districts have no past, present or future obligations to the City regarding the Marshland Property. (For clarification, the Districts agree that the costs of biosolids disposal will continue to be part of maintenance and operations charges paid by the Districts regardless of whether biosolids are applied to the Marshland Property or to another agricultural property.)
- d. The City has no past, present or future obligations to the Districts regarding the Marshland Property.

3. Public Records Requests. Each Party agrees that any public records request it has submitted to any other Party to this Settlement Agreement regarding the subject matter of this Settlement Agreement is withdrawn, and the Parties agree that no legal action will be taken related to any such public records request.

4. No Admission of Fault. No Party admits any breach, fault, or liability of any kind, and no Party waives or concedes any claim or defense, relating to or arising out of the Contracts or otherwise related to the dispute described above.

5. Authority. Each Party represents that this Settlement Agreement has been duly and validly authorized, executed and delivered by such Party and no other action is requisite to the valid and binding execution, delivery and performance of this Settlement Agreement by such Party.

6. Counterparts. This Settlement Agreement may be executed in counterparts, all

of which counterparts, together, shall constitute one and the same instrument, be deemed an original for all purposes and be binding on the Parties as if all signatures were affixed to a single document. Signatures by AdobeSign are fully binding.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed as of the date of last signature below.

CITY OF EVERETT

Dated: _____

Cassie Franklin, Mayor

ATTEST

Office of the City Clerk

SILVER LAKE WATER & SEWER DISTRICT

Dated: _____

By: _____

Title: _____

ALDERWOOD WATER & WASTEWATER DISTRICT

Dated: _____

By: _____

Title: _____

MUKILTEO WATER AND WASTEWATER DISTRICT

Dated: _____

By: _____

Title: _____



City Council Agenda Item Cover Sheet

Project title: Intergovernmental Support Agreement (IGSA) between Naval Station Everett and City of Everett for installation roadway deicing services

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 10/16/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Intergovernmental Support Agreement (IGSA)

Department(s) involved:

Public Works, Admin, Legal

Contact person:

Ryan Sass

Phone number:

425.257-8942

Email:

rsass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: IGSA between Naval Station Everett and City of Everett

Partner/Supplier: Naval Station Everett

Location: 2000 W. Marine View Drive

Preceding action: None

Fund: Fund 120 - Streets

Fiscal summary statement:

There is no exchange of funds proposed.

Project summary statement:

The Streets division of Public Works applies deicing material along W. Marine View Drive when conditions warrant. Naval Station Everett has requested establishing an Intergovernmental Support Agreement, (IGSA), to establish a mutually beneficial exchange of services.

Under the terms of the IGSA, the City would apply deicing material along a route of major roadways within Naval Station Everett if and when Public Works Streets crews are actively deicing W. Marine View Drive. In return, Naval Station Everett would make swimming pool and meeting room facilities at Naval Station Everett available to the City for emergency management training purposes.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Intergovernmental Support Agreement between Naval Station Everett and the City of Everett for deicing of major Naval Station Everett installation roadways.

INTERGOVERNMENTAL SUPPORT AGREEMENT

BETWEEN

NAVAL STATION EVERETT

AND

CITY OF EVERETT

FOR

DE-ICING TREATMENT OF MAJOR INSTALLATION ROADWAYS

[IGSA NUMBER = N68967-24-IGSA-001]

This is an Intergovernmental Support Agreement (IGSA) between the Department of the Navy, a federal agency, as represented by and through the Commanding Officer, Naval Station Everett (hereinafter, "NSE"), and the City of Everett, a municipal corporation of the State of Washington. When referred to collectively, NSE and City of Everett are referred to as the "Parties".

1. **BACKGROUND:** This IGSA is made by and between City of Everett, a municipal corporation of the State of Washington, and the Department of the Navy (NRNW Installation/Program), a federal agency of the United States of America. The Parties, NSE, pursuant to Title 10 U.S.C. § 2679, and City of Everett, pursuant to chapter 39.34 RCW, have entered this IGSA so that City of Everett may immediately provide de-icing treatment of major installation roadways. NSE does not have a current capability for road de-icing prior to predicted winter storm warnings to protect life safety on the installation. Funding is currently constrained, and it is cost prohibited to contract or purchase the equipment and supplies for de-icing of NSE major roadways. The City of Everett has sufficient capability and is able and willing to provide the de-icing treatment for NSE major roadways in exchange for in-kind installation-support services in lieu of payment. NSE may provide installation-support services in the form of granting access to the City of Everett to installation classroom spaces and the pool for emergency management training purposes. 10 U.S.C. § 2679 (a) (1) states, "Notwithstanding any other provision of law governing the award of Federal Government contracts for goods and services, the Secretary concerned may enter into an intergovernmental support agreement, on a sole source basis, with a State or local government to provide, receive, or share installation-support services if the Secretary determines that the agreement will serve the best interests of the department by enhancing mission effectiveness or creating efficiencies or economies of scale, including by reducing costs.
2. **AUTHORITIES:** This IGSA is entered into by NSE pursuant to 10 U.S.C. § 2679 and by City of Everett pursuant to chapter RCW 39.34.030.

2.1. 10 U.S.C. § 2679 permits the Navy to enter an IGSA on a sole source basis with a State or local government provided the IGSA will serve the best interests of the Navy by enhancing mission effectiveness or creating efficiencies or economies of scale, including by reducing costs, but only when State or local government providing the installation services already provides such services for its own use. The Secretary of the Navy has delegated the signature authority to execute a non-Federal Acquisition Regulation (FAR) IGSA on behalf of the Navy, through the Assistant Secretary of the Navy, who further delegated approval authority for IGSA's to Commander, Navy Installations Command (CNIC). CNIC further delegated IGSA approval authority for IGSA's to Region Commanders and Installation Commanders. These delegations are based on the annual dollar amount of the installation-support service provided. Based on these delegations, the Commanding Officer (CO) of Naval Station Everett is the Navy's representative and has approval and signature authority for this IGSA.

2.2. Chapter 39.34.030 RCW permits City of Everett to enter into this agreement to provide the Department of the Navy, as represented by the CO, NSE with roadway de-icing treatment that the City of Everett already provides for its own use. City of Everett and the Department of the Navy NSE meet the definition of a "public agency" as defined in RCW 39.34.020.

2.3. This IGSA has been approved by NSE under applicable federal laws and has been approved by the State of Washington, of which City of Everett is a municipal corporation, under applicable state laws.

3. **PURPOSE:** This IGSA is made by and between the Parties to provide roadway de-icing services using City of Everett personnel. The purpose of this IGSA is to outline the roles and responsibilities of the Parties, identify the services to be furnished by City of Everett, the services to be provided by the United States, and the appropriate reimbursement and liability procedures. The Parties undertake this IGSA for City of Everett to provide NSE with installation-support services to provide de-icing treatment of the major roadways in exchange for NSE providing City of Everett with classroom and pool space for training purposes.

3.1. This IGSA is entered into between NSE and City of Everett on a sole source basis on a NSE Business Case Analysis (BCA) that this IGSA will serve the best interests of the Department of the Navy/NSE by creating efficiencies and economies of scale that will reduce/eliminate road di-icing treatment costs for NSE, as the City of Everett already provides such services for its own use. The NSE BCA anticipates that the de-icing treatment of the major roadways will slightly increase the volume of such services already used by City of Everett.

3.2. This IGSA is the result of the Parties' mutual efforts to reduce costs, create efficiencies, build relationships, and enhance mission effectiveness. The IGSA is intended to promote collaboration between the Parties by creating economies of scale and leveraging each Party's strengths. Existing or future mutual aid agreements for police and

fire protection services are not affected by this IGSA and cannot be circumvented. This IGSA does not include security guard or fire-fighting functions.

4. RESPONSIBILITIES OF THE PARTIES: Responsibilities of the Parties in the execution of this IGSA for roadway de-icing services provided to NSE are provided below.

4.1. NSE will-

4.1.1. Ensure the Command Duty Officer (CDO) and/or Assistant Command Duty Officer (ACDO) are briefed to notify Security once contacted by City of Everett Public Works when the road treatment vehicle is enroute and/or treating W. Marine View Drive with an Estimated Time of Arrival.

4.1.2. Coordinate installation access and security vehicle escort of City of Everett road treatment equipment and ensure roadways are cleared for maximum coverage.

4.1.3. NSE requests treatment of the following major roadways: Perry Ave, Fletcher Way and Spruance Blvd. (See attachment 1, map of NSE with designated route).

4.1.4. Coordinate and provide in-kind exchange of installation-support services through provision of classroom space and pool usage by City of Everett, on an ad-hoc and not-to-interfere basis, for City emergency management training.

4.1.4.1 NSE Installation Training Officer (ITO) is the point of contact to coordinate access to classroom space and pool for training and will ensure City of Everett submits training and safety plans with requests for classroom and pool use.

4.1.4.2 NSE ITO must approve the training and safety plans prior to scheduling use of the classroom or pool for City of Everett training activities.

4.1.4.3 NSE ITO will schedule the classroom and coordinate pool availability with N9/ Morale Welfare and Recreation (MWR) to ensure City of Everett training does not conflict with any MWR scheduled activities.

4.2. City of Everett will-

4.2.1. Provide de-icing road treatment services as outlined in this IGSA. These services will be provided on an as-available basis. These services will be coordinated with NSE to ensure compliance with all applicable Federal and State standards, laws, and regulations.

4.2.2. Coordinate with NSE Installation Program Integrator, N5 and Security Officer to obtain unescorted access for no more than six (6) City of Everett drivers/equipment operators applying the de-icer. Contact NSE CDO at (425) 418-2147 or ACDO at (425) 508-2946 when available to treat NSE installation major roadways to coordinate access to the base and treat the roads. Coordinate with CDO for security escort in the case of a substitute driver/operator without unescorted access.

4.2.3. De-icing treatment to the areas described in Section 4.1.3 of this agreement will typically be limited to application of liquid de-icing material. This de-icing treatment is limited to when Everett staff and equipment are available and will only be conducted when City of Everett applies de-icing along W. Marine View Drive.

4.2.4 Contact NSE ITO at (425) 304-3130 to schedule the use of classroom and pool for emergency management training activities.

4.2.4.1 Provide NSE ITO with a training and safety plan for use of the classroom and pool.

4.2.4.2 Follow all NSE posted safety and operating instructions and regulations while operating on NSE, using NSE classroom, and pool.

4.2.4.3 Provide own lifeguard service when utilizing the pool if the City requires such services.

4.3. Both Parties will-

4.3.1. Cooperate to ensure mutual goals are met and issues are promptly resolved.

4.3.2. Promptly notify the other party of any concerns and communicate openly and transparently to ensure any concerns or issues are promptly dealt with in order to not impede performance under this IGSA.

4.3.3. Resolve to try to work out disputes to the extent feasible before initiating termination procedures.

5. PUBLIC DISCLOSURE: To the extent permitted by the laws governing each Party, the Parties shall protect personal information and shall maintain the confidentiality of other exchanged information when requested to do so by the providing Party. This IGSA will be posted on the City of Everett's public website.

5.1. The Parties will comply with public requests for information related to this IGSA pursuant to the Freedom of Information Act, 5 U.S.C. § 552, and the Washington Public Records Act, Chapter 42.56 RCW.

5.2. If City of Everett receives a request for information about this IGSA made under Washington Public Records Act, City of Everett will notify NSE POCs designated in this IGSA. The City of Everett shall not release any information to the public until a review for critical infrastructure security information has been conducted by NSE in accordance with 10 U.S.C. § 130e. If NSE receives a request for information about this IGSA under Freedom of Information Act, NSE will notify City of Everett POCs designated in this IGSA.

6. RELATIONSHIP OF THE PARTIES: In the exercise of their respective rights, powers, and obligations under this IGSA, each Party acts in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Each Party is responsible

for all costs of its personnel and contractors, including pay and benefits, support, and travel. Neither Party shall provide, without the prior written consent of the other Party, any contractor or employee with a release that waives or purports to waive any right a Party may have to seek relief or redress against that contractor or employee.

7. GENERAL PROVISIONS:

7.1. ADMINISTRATION. This IGSA shall be mutually administered by City of Everett and by NSE, collectively, the IGSA Directors. The IGSA Directors will identify personnel in City of Everett and at NSE to coordinate and manage the exchange of services under this IGSA.

7.2. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this IGSA. Each Party may change its POC and will provide e-mail notice to all POCs when a POC is changed.

7.2.1. For NSE

7.2.1.1. CDR Dillion “DJ” Jackson, Executive Officer
2000 W. Marine View Drive
Everett, WA 98207-5001
dillion.c.jackson6.mil@us.navy.mil
(425) 304-3325
name and contact information subject to change

7.2.1.2. Chad Rotzien, Installation Program Integrator, N5
2000 W. Marine View Drive
Everett, WA 98207-5001
chad.m.rotzien.civ@us.navy.mil
(425) 304-3356
name and contact information subject to change

7.2.1.3. LCDR Bill Short, Public Works Officer
2000 W. Marine View Drive
Everett, WA 98207-5001
william.m.short4.mil@us.navy.mil
(425) 304-3845
contact information subject to change

7.2.1.4. LT Milton Walters, Security Officer
2000 W. Marine View Drive
Everett, WA 98207-5001
milton.r.walters.mil@us.navy.mil
(425) 304-3446
contact information subject to change

7.2.1.5. Mr. Clarence “Pete” Hackney, Installation Training Officer
2000 W. Marine View Drive
Everett, WA 98207-5001
clarence.n.hackney.civ@us.navy.mil
(425) 304-3130
contact information subject to change

7.2.1.6 Command Duty Officer (CDO) (425) 418-2147
Assistant Command Duty Officer (ACDO) (425) 508-2946

7.2.2. For City of Everett

7.2.2.1. Grant Moen, P.E.
Maintenance Superintendent / Assistant Public Works Director
City of Everett Public Works
3200 Cedar
Everett WA 98201
425.257-8947
425.315-6240 (cell)
name and contact information subject to change

7.2.2.2. Chad Gillis
Streets Supervisor
City of Everett Public Works
3200 Cedar
Everett WA 98201
425.257-8839
425.210-7401 (cell)
name and contact information subject to change

7.2.2.3 Public Works 24-hour Dispatch
425.257-8821

7.2.3. CORRESPONDENCE: All correspondence to be sent and notices given pursuant to this IGSA will be addressed, if to:

NSE, to—

7.2.3.1. ATTN: Commanding Officer
Naval Station Everett
2000 W. Marine View Drive
Everett, WA 98207-5001

And, if to the City of Everett, to—

7.2.3.2. Ryan L. Sass, P.E.
Public Works Director
City of Everett Public Works
3200 Cedar
Everett WA 98201

7.2.4. RECORDS: The Parties shall follow established cost principles and procedures in determining allowable costs and payments under this IGSA and shall maintain books, records, documents, or other evidence pertaining to costs and expenses under this IGSA for a minimum of three years after the expiration of the IGSA. To the extent permitted under applicable laws and regulations, the Parties shall each allow the other to inspect such books, records, documents, or other evidence. Each Party shall maintain records of each purchase order and all payments made therefor in accordance with its governing record retention rules for contracts for vehicle maintenance services.

8. FINANCIAL DETAILS:

8.1. As of the effective date of this IGSA, the costs for all efforts to be ordered hereunder are estimated to cost approximately \$400.00 per treatment. In an average year, for example, NSE could likely expect no more than six roadway treatments a year, for an annual estimated cost of \$2,400.00. In exchange, NSE will provide in-kind installation-support services as outlined in paragraph 4.1.4 above. The Parties agree that the approximate value of the services exchanged is equal.

8.2. This IGSA does not document the obligation of funds between the Parties. The obligation of funds by the Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulation. No provision in this IGSA shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

8.3. Nothing in this IGSA shall limit or prohibit the ability of either Party from contracting with other persons or entities for the provision of the same or similar services. Payment of any unquestioned bill or item from a bill shall be made within thirty (30) days of receipt by the Party for whom such services were provided. The annual costs and payments made pursuant to such purchase orders shall not exceed such purchasing agent's authority to contract for such services without approval by the governing body of the Party from whom payment is to be made.

9. PAYMENT: Payment shall be based on services provided as set forth in this Agreement. Payment will be made with in-kind installation-support services provided by NSE as outlined in paragraph 4.1.4 above.

10. REVIEW OF IGSA: This IGSA will be reviewed annually on or around the anniversary of its effective date for financial impacts.
11. TERM OF IGSA: This IGSA is being entered into for a term not to exceed ten (10) years. This IGSA automatically terminates after ten (10) years from the effective date. A new IGSA may be executed for subsequent periods not to exceed ten (10) years.
 - 11.1. Each Party shall give notice to the other Party as to their intent to renew. City of Everett shall provide 180 days' notice of nonrenewal, and the NSE shall provide 90 days' notice of non-renewal, subject to the availability of funds. NSE may condition the renewal upon availability of funds and may suspend performance of the renewed period at no additional cost to the United States, until adequate funds have been received.
12. MODIFICATION OF IGSA: This IGSA may only be modified by the written agreement of the Parties which must be duly signed by their authorized representatives.
13. SUSPENSION OF IGSA: The United States reserves the right to suspend performance of the Agreement in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States. In the event of a suspension, compensation for City of Everett will continue subject to availability of funds and work not affected by the suspension.
14. TERMINATION:
 - 14.1. The IGSA may be terminated by mutual written agreement at any time. In the event of mutual termination, no rights, responsibilities, benefits, or liabilities shall accrue to either Party.
 - 14.2. Each Party reserves the right to terminate this Agreement for its convenience at any time. This IGSA may also be terminated unilaterally by either Party upon 60 calendar days written notice to the POCs designated in this IGSA. When notified by the other Party of the termination, the Parties shall immediately negotiate a separate Termination Agreement and Schedule to define the roles and responsibilities and to mitigate impacts and all costs caused by the termination. The Parties recognize that the obligations and debts under this IGSA are part of a whole and they are incurred annually. Any obligations or debts incurred hereunder prior to termination shall become immediately due and payable by the withdrawing Party upon termination. The withdrawing Party shall not be entitled to a refund or credit for any sums paid or incurred under this IGSA prior to termination.
15. APPLICABLE LAW:
 - 15.1. The Parties shall comply with all applicable Federal, State and local laws, Federal executive orders, and Federal rules and regulations applicable to its performance under this IGSA. If any federal statute expressly prescribes policies or requirements that differ

from the terms and conditions of this IGSA, the provisions of the statute shall govern. If there is a conflict between federal and state law or any municipal laws, federal law will control.

15.2. This IGSA is not governed by standard acquisition contracting methods of competitive bidding as delineated in the FAR and supplements thereto. However, if City of Everett shall provide services through a contract, the contract must be awarded through competitive procedures.

16. DISPUTES:

16.1. If the Parties are unable to agree about interpreting or applying a material term of either this IGSA or an order, the Parties agree to engage to reach mutual agreement in the proper interpretation of this IGSA including amendment or termination of this IGSA as necessary, or by escalating the dispute within their respective organizations.

16.2. As a condition precedent to a Party bringing any action for breach of this IGSA, that Party must first notify the other Party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the Parties. Each Party must pay an equal share of any costs incurred by use of the third party.

16.3. If any third-party dispute or litigation relates to, or potentially affects a Party's ability to perform under this IGSA, the Parties agree to promptly notify each other of such dispute or litigation. The existence of such a dispute or litigation shall not excuse the Parties from performance pursuant to this IGSA.

16.4. If any dispute between the Parties arising out of this IGSA requires consideration of the law, the rights and obligations of the Parties shall be interpreted and determined according to the substantive and procedural laws of the United States of America.

17. RELEASE: The City of Everett makes no promises, representations or guarantees to NSE that the de-icing road treatment services to be provided by the City of Everett under this Agreement are sufficient or appropriate for NSE. The City of Everett provides the services absolutely without warranty of any kind. NSE remains solely responsible for the condition of NSE road surfaces, for continuously evaluating the City of Everett's de-icing road treatment services, and for determining whether the services assist NSE in maintaining its road surfaces. In its evaluations, NSE may always consider providing its own de-icing road treatment services and terminating this IGSA. NSE acknowledges that NSE's paying in-kind services for de-icing road treatment services does not compensate the City of Everett for assuming legal risk associated with services. Accordingly, if the City of Everett fails for any reason to provide the de-icing road treatment services or fails to properly provide such services, NSE's exclusive remedy is termination of this IGSA, and as appropriate, refunding of amounts paid by NSE for the services. Except for this

exclusive remedy, NSE hereby waives and releases all claims of any kind whatsoever against the City of Everett (and the City of Everett's officers, employees, and agents) with respect to all de-icing road treatment services provided under this Agreement, including without limitation all claims or damages arising from the fault or negligence of the City or its employees or arising from other failure to provide the services.

17.1 Each Party is responsible for the action of its agents, officers, and employees. Nothing in this IGSA is intended to modify the immunity held by either the United States Navy or City of Everett. Furthermore, nothing in this IGSA is intended, nor may it be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever, in any third person not a party to this IGSA.

18. COOPERATION OF PARTIES: The Parties recognize that it is essential to cooperate fully concerning the handling of information and provision of services contemplated by this IGSA. In connection with this IGSA, the Parties therefore agree to provide any data, information, and documentation reasonably necessary for the other Party to perform its responsibilities under the terms of this IGSA.
19. SUCCESSORS AND ASSIGNS: The terms, covenants, and conditions contained herein shall apply to and bind the successors and assigns of the Parties.
20. REVIEW FOR LEGAL ADEQUACY: Each Party to this IGSA acknowledges and agrees that this IGSA has been reviewed by each Party's respective legal counsel for legal adequacy.
21. WAIVER: No waiver of the breach of any of the covenants, terms, restrictions, or conditions of this IGSA by either Party shall be construed to be a waiver of any succeeding breach of the same or other covenants, terms, restrictions, or conditions of this IGSA. No delay or omission of either Party in exercising any right, power, or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this IGSA.
22. SEVERABILITY PROVISION: If any term or portion of this IGSA is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this IGSA shall continue in full force and effect.
23. SIGNATURES: This IGSA will be signed with AdobeSign, which is fully binding.
24. ENTIRE IGSA: It is understood and agreed that this IGSA, to include Attachment (1), which is incorporated herein by reference, embodies the entire IGSA between the Parties.
25. EFFECTIVE DATE: This IGSA takes effect on the day after the last Party signs.

IN WITNESS WHEREOF, the Parties have executed this IGSA as of the dates stated below.

Naval Station Everett

City of Everett

CAPT Stacy M. Wuthier
Commanding Officer

DATE: _____

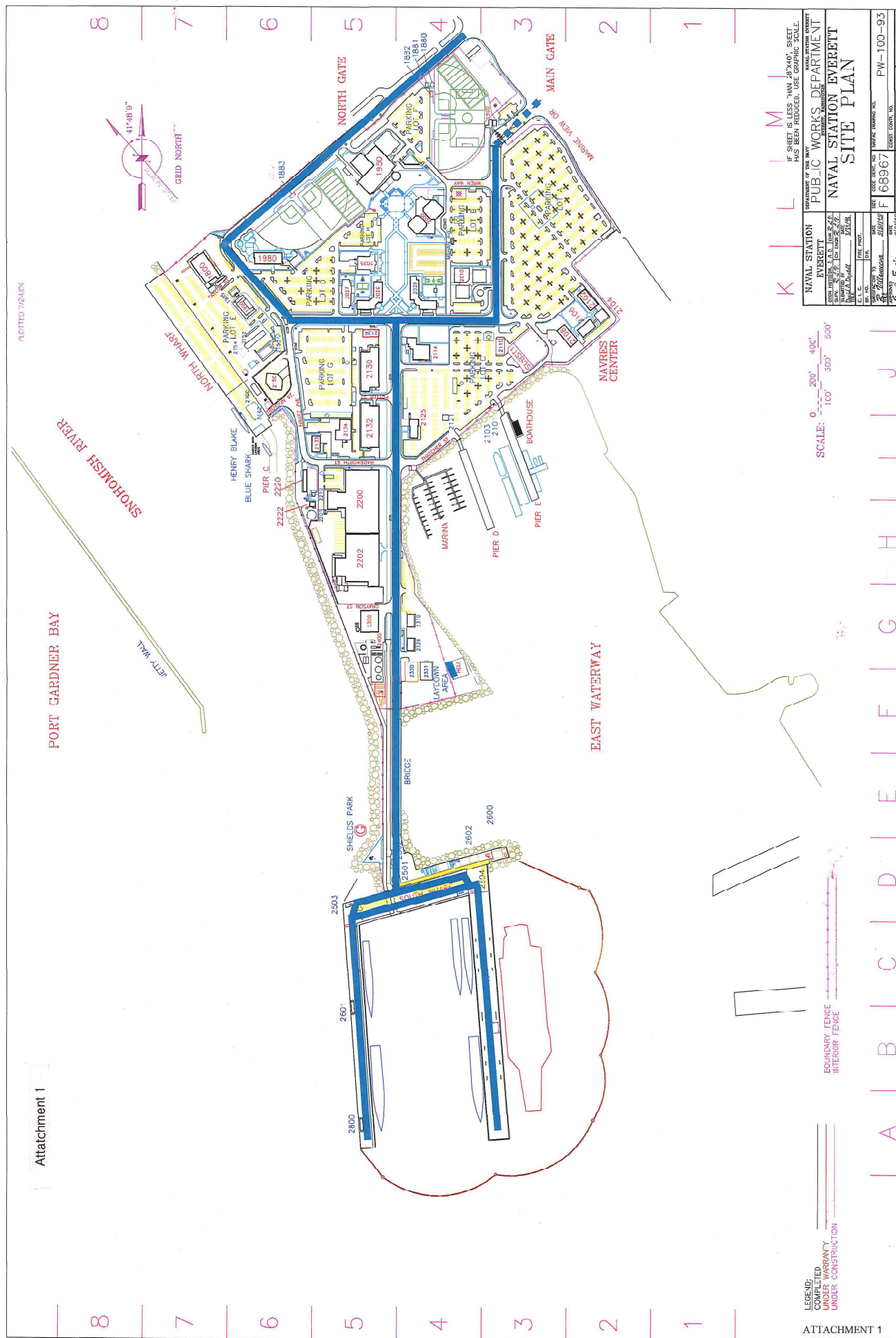
Cassie Franklin
Mayor

DATE: _____

Attest:

Office of the City Clerk

Attachment (1): Map of NSE and Roadway Treatment Route



Project title: An Interlocal Agreement with Snohomish County for the Code Enforcement Special Assessment Cost Billing and Collection Services.

Council Bill #

Project: Code Enforcement Special Assessment Cost Billing and Collection Services

Partner/Supplier: Snohomish County Office of the Treasurer

Location: City wide

Preceding action: Ordinance update of EMC 1.20 (3901-22, adopted [10/19/2022](#))

Fund: Fund 002 - General

Agenda dates requested:

Briefing
Proposed action
Consent 10/16/24
Action
Ordinance
Public hearing
Yes ☒ No ☐

Budget amendment:

Yes ☒ No ☐

PowerPoint presentation:

Yes ☒ No ☐

Attachments:

Interlocal Agreement

Department(s) involved:

Permit Services – Code Enforcement

Contact person:

Tony Lee

Phone number:

425-257-8812

Email:

tlee@everettwa.gov

Fiscal summary statement:

This agreement will allow the Snohomish County Treasurer's Office to withhold 1% of the total monthly special assessments filed by the City.

Project summary statement:

The purpose and intent of this Agreement is for the County to perform Special Assessment billing and collection services for properties located within the incorporated limits of the City upon which the City has levied a Special Assessment pursuant to EMC 1.20.180 and RCW 35.21.955. The Agreement establishes a means whereby the County can act as the City's agent in performing the services. The City shall cooperate with the County to the extent reasonably necessary for accomplishing the services and shall reimburse the County for the County's costs incurred in performing the services, as more fully described in Section 4 below. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

The City shall reimburse the County its reasonable costs and expenses incurred by the County related to the billing and collection of Special Assessments (the "Service Fee") under this Agreement. Consistent with RCW 84.56.035, the Service Fee is 1% of the Special Assessments collected. In lieu of remitting payment to the County, the Service Fee will be deducted from each monthly payment to the City of collected Special Assessments.

Initialed by:

RLS

Department head

Administration

Council President

Recommendation (exact action requested of Council): Authorize the Mayor to sign the Interlocal Agreement with Snohomish County Treasurer to allow the Treasurer to perform as the City's agent in billing and collection of special assessments.

INTERLOCAL AGREEMENT FOR CODE ENFORCEMENT SPECIAL ASSESSMENT COST BILLING AND COLLECTION SERVICES

This INTERLOCAL AGREEMENT FOR CODE ENFORCEMENT SPECIAL ASSESSMENT COST BILLING AND COLLECTION SERVICES (this “Agreement”) is made and entered into as of this _____ day of _____, 2024, by and between the CITY OF EVERETT, a Washington municipal corporation (the “City”), and SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”).

RECITALS

WHEREAS, the City recognizes the need to recover the cost of the significant expenditure of city resources that comes from code enforcement actions ; and

WHEREAS, the City represents that it has adopted the necessary legislation authorizing the City to enter into this Agreement and to levy a special assessment under RCW 35.21.955 (the “Special Assessments”); and

WHEREAS, the County has systems, staffing and workflows in place for billing and collection of special assessments which can be used for another jurisdiction’s billing and collection when an interlocal agreement is entered into for that purpose; and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies, including cities and counties, to enter into cooperative agreements with one another to make the most efficient use of their respective resources; and

WHEREAS, the City now desires to have the County bill and collect Special Assessments on behalf of the City, and the County agrees to perform said services, all under the terms and conditions described in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the agreement set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. PURPOSE AND ADMINISTRATION

1.1 Purpose of Agreement

This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. The purpose and intent of this Agreement is for the County to perform Special Assessment billing and collection services for properties located within the incorporated limits of the City upon which the City has levied a Special Assessment pursuant to EMC 1.20.180 and RCW 35.21.955. The Agreement establishes a means whereby the County can act as the City’s agent in performing the services. The City shall cooperate with

the County to the extent reasonably necessary for accomplishing the services and shall reimburse the County for the County's costs incurred in performing the services, as more fully described in Section 4 below. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

1.2 Administrators

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

City's Initial Administrator:

Tony Lee
City of Everett Building Official
Permit Services Division
3200 Cedar St
Everett, WA 98201
Telephone: (425) 257-8812
Email: tlee@everettwa.gov

County's Initial Administrator:

Alex Lark
Chief Deputy Treasurer
Snohomish County
Office of the Treasurer of Snohomish
County
3000 Rockefeller Avenue M/S 501
Everett, Washington 98201
Telephone: (425) 388-35100
Email: alexander.lark@snoco.org

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

1.3 Condition Precedent to Effectiveness

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has been: (i) duly executed by both parties; and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website.

2. TERM

The term of this Agreement (the "Term") shall commence on January 1, 2025 (the "Commencement Date") and shall expire on December 31, 2026 (the "Expiration Date"); PROVIDED, HOWEVER, that the County's obligations after December 31, 2025, are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with the Snohomish County Charter and applicable law.

3. SPECIAL ASSESSMENTS BILLING AND COLLECTIONS SERVICES

3.1 Special Assessments

Chapter 1.20.180 of the Everett Municipal Code (“EMC”) authorizes the City to levy upon the property subject to enforcement action a Special Assessment for the expense of any abatement undertaken, or unpaid fines, penalties, and costs issued pursuant to chapter 1.20 EMC. Each calendar year during the Term of this Agreement, the City shall have the option to instruct the County to bill and collect Special Assessments as more fully described in this Section 3. The City shall at all times remain responsible for establishing the amounts due under a Special Assessment.

3.2 County Responsibilities

- (i) The County will maintain customer information systems as necessary to provide for Special Assessment billing and collection.
- (ii) The County shall collect Special Assessments from real property owners within the incorporated limits of the City using a combined property tax statement in accordance with Special Assessment liens filed by the City, PROVIDED, HOWEVER, the City has appropriately filed and recorded the Special Assessment lien against the subject real property. The County shall not bill or collect Special Assessments for public rights-of-way, federal real property, and real property without a Snohomish County tax parcel number.
- (iii) Where general real property taxes are delinquent for more than three (3) years, the County will proceed with foreclosure pursuant to chapter 84.64 RCW, and such foreclosure action shall include collection of Special Assessments, which will be treated of equal rank with state, county, and municipal taxes up to two thousand dollars as provided in RCW 35.21.955.
- (iv) The County shall deposit the Special Assessments into a separate account and will disburse the Special Assessments to the City, less any accrued interest and the Service Fee described in Section 4 below, in accordance with Section 3.4 of this Agreement.
- (v) The County shall respond to taxpayer inquiries regarding processes within the County’s control and refer to the City all other customer service inquiries related to billing and revenue collection for City property owners.
- (vi) The County may provide other incidental services that are reasonably related to the billing and collection of the Special Assessments as requested by the City and determined appropriate by the County.

3.3 City Responsibilities

- (i) For each calendar year during the Term of this Agreement, the City shall ensure it has provided legal authority for this Agreement by enacting legislation which:
 - (a) Authorizes the County to collect Special Assessments from owners of real property located in the City; and

- (b) Permits the County to act as the City's agent for collecting the Special Assessments and providing related services.
- (ii) The City shall respond to property owner inquiries regarding Special Assessments and processes within the City's control.
- (iii) The City shall be responsible for billing and collecting Special Assessments for public rights-of-way, federal real property, and real property without a Snohomish County tax parcel number.
- (iv) The City shall pay to the County Service Fee as provided in Section 4 below.

3.4 Delivery of Special Assessments

In any calendar year for which the County collects Special Assessments for the City, the County shall deliver to the City the Special Assessments it collects, without any accrued interest and less the Service Fee described in Section 4 below. The County shall deposit the Special Assessments into a separate fund (827) and will disburse the Special Assessments collected the prior month to the City on or around the 10th day of the month.

4. COMPENSATION

The City shall reimburse the County its reasonable costs and expenses incurred by the County related to the billing and collection of Special Assessments (the "Service Fee") under this Agreement. Consistent with RCW 84.56.035, the Service Fee is 1% of the Special Assessments collected. In lieu of remitting payment to the County, the Service Fee will be deducted from each monthly payment to the City of collected Special Assessments.

5. INDEPENDENT CONTRACTOR

All work performed by the County pursuant to this Agreement shall be performed by the County as an independent contractor and not as an agent or employee of the City. The County shall furnish, employ, and have exclusive control of all persons to be engaged in performing the County's obligations under this Agreement (collectively, the "County Personnel") and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. The County Personnel shall for all purposes be solely the employees or agents of the County and shall not be deemed to be employees or agents of the City for any purpose whatsoever. With respect to the County Personnel, the County shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, such as employment, Social Security, and other payroll taxes including applicable contributions from the County Personnel when required by law.

6. TERMINATION FOR CONVENIENCE

This Agreement may be terminated by either party for any reason or for no reason, by giving ninety (90) days advance written notice of termination to the other party. Any termination notice delivered pursuant to this Section 6 shall specify the date on which the Agreement will terminate. If this Agreement is terminated pursuant to this Section 6, the County shall continue performing services through the date of termination. The City shall compensate the County for all services performed by the County through the date of termination. The City's obligation to make such final payment to the County shall survive the termination of this Agreement.

7. COMPLIANCE WITH LAWS

The City and the County shall at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction.

8. INDEMNIFICATION

Each party shall defend, protect and hold harmless and indemnify the other party from and against all claims, suits or actions arising from any intentional or negligent act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing under the terms of this Agreement.

9. LIABILITY RELATED TO CITY ORDINANCES, POLICIES, RULES AND REGULATIONS

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

10. DEFAULT AND REMEDIES

If either party to this Agreement fails to perform any act or obligation required to be performed by it hereunder, the party to whom such performance was due shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion. In the event of a party's Default under this Agreement, then after giving notice

and an opportunity to cure, the party to whom the performance was due shall have the right to exercise any or all rights and remedies available to it at law or in equity.

11. PUBLIC DISCLOSURE LAWS

The City and the County each acknowledges, agrees and understands that the other party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and the County's performance of services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law. Neither the City nor the County anticipates that the performance of either party's obligations under this Agreement will involve any confidential or proprietary information.

12. NOTICES

Each notice, demand, request, consent, approval, disapproval, designation or other communication that is required to be given by one party to the other party under this Agreement shall be in writing and shall be given or made or communicated by (i) United States registered or certified mail, postage prepaid, return receipt requested, (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or DHL) that provides receipts to indicate delivery, (iii) by personal delivery, or (iv) by facsimile (with proof of successful transmission). All such communications shall be addressed to the appropriate Administrator of this Agreement, as that term is defined in Section 1.2 above. All notices shall be deemed given on the day each such notice is personally delivered, transmitted by facsimile (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

13. MISCELLANEOUS

13.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by written agreement executed by both parties.

13.2 Interpretation

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

13.3 Severability

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

13.4 No Waiver

A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by a party of any particular Default constitute a waiver of any other Default or any similar future Default.

13.5 Assignment

This Agreement shall not be assigned, either in whole or in part, by either of the parties hereto. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

13.6 Warranty of Authority

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

13.7 No Joint Venture

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

13.8 No Third Party Beneficiaries

This Agreement is made and entered into for the sole benefit of the City and the County. No third party shall be deemed to have any rights under this Agreement; there are no third party beneficiaries to this Agreement.

13.9 Execution in Counterparts

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

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

THE CITY:

City of _____, a Washington
municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

THE COUNTY:

Snohomish County, a political subdivision of
the State of Washington

By _____
Name: _____
Title: _____

Approved as to Form:

Deputy Prosecuting Attorney

Project title: Ordinance amending the zoning map for 1301 Lombard Avenue, rezoning the property from R-2 to NB zoning to facilitate middle housing development.

Council Bill # *interoffice use*

CB 2409-24

Agenda dates requested:

Briefing/
Proposed action 10/9/24
Proposed action 10/16/24
Consent
Action 10/23/24
Ordinance X
Public hearing: 10/23/24
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Staff memo
Ordinance

Department(s) involved:

Administration
Planning

Contact person:

Yorik Stevens-Wajda

Phone number:

425-257-8725

Email:

ystevens@everettwa.gov

Initialed by:

YSW

Department head

Administration

Council President

Project: 1301 Lombard Avenue Rezone

Partner/Supplier: N/A

Location: 1301 Lombard Ave

Preceding action: N/A

Fund: N/A

Fiscal summary statement:

The affected property is city owned; this rezone would likely increase the value of the property. Upon sale of the property funds will be returned to CIP 4.

Project summary statement:

The City is proposing to rezone 0.55 acres at 1301 Lombard Avenue from R-2 (Single-Family Detached Medium Density) Zoning with a 28' maximum building height to NB (Neighborhood Business) Zoning with a 3 floor maximum building height.

A future fee simple townhome development in the NB zone may yield between 14 to 16 three-story fee simple townhome units. Fee simple townhome development on the site would create middle housing that offers achievable homeownership opportunities. Further, three story townhome development would still be at a scale that better resembles the character of the existing residential neighborhood and serve as a transition between traditional single-family residences and the abutting Mixed Use zone that currently allows 4-6 story development along Broadway Avenue.

This is a quasi-judicial decision by the City Council following a recommendation from the Hearing Examiner. On September 5, 2024, the Hearing Examiner, after hearing from the public and deliberating, made a recommendation to grant the rezone of 1301 Lombard. City staff reviewed the proposal under provisions of the State Environmental Policy Act, completed an environmental checklist, and issued a Determination of Non-Significance on September 13, 2024.

This proposal is in alignment with established vision and direction from the City Council. On October 6, 2021, the Everett City Council adopted [Resolution 7700](#), known as the Rethink Housing Action Plan, which set a vision that included increasing middle housing and the variety of housing options in the city. The rezone of 1301 Lombard Avenue allows the City to facilitate private construction of middle housing home types in this neighborhood.

In addition, in 2023, the State Legislature adopted [HB 1110](#) which mandates cities, including Everett, to allow middle housing development in areas previously zoned for single-family detached homes. The Planning department is currently in the process of updating the City's Comprehensive Plan to allow middle housing types in more neighborhoods, scheduled for Council consideration in early 2025.

Once the rezone is approved, staff anticipates selling the property to a private developer. A resolution to approve that action is set to be presented on October 23, in conjunction with the third reading for this ordinance.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending the Zoning Map for 1301 Lombard Avenue.

STAFF MEMORANDUM

TO: Everett City Council
FROM: Yorik Stevens-Wajda, Planning Director
DATE: September 20, 2024
SUBJECT: 1301 Lombard (Waits) Rezone

INTRODUCTION

An application has been submitted by the City of Everett to rezone 0.55 acres from R-2 (Single-Family Detached Medium Density) Zoning with a 28' maximum building height to NB (Neighborhood Business) Zoning with a 3 floor maximum building height.

A future fee simple townhome development in the NB zone may yield between 14 to 16 three-story fee simple townhome units. Fee simple townhome development on the site would create middle housing that offers achievable homeownership opportunities. Further, three story townhome development would still be at a scale that better resembles the character of the existing residential neighborhood and serve as a transition between traditional single-family residences and the abutting Mixed Use zone that currently allows 4-6 story development along Broadway Avenue.

BACKGROUND

Acquisition of Snohomish County Parcel No. 29051700301400, locally known as the Waits Motel, was recently completed through condemnation because of the property's blight on the surrounding neighborhood. Now that the city owns the site, it is in the best interest of the neighborhood and the city to fully ameliorate the blighted status of the property as quickly as possible and advance the site into productive use.

PROPOSAL

The city seeks the following objectives in this rezone:

1. Remedy the blighted condition of the site in a timely manner.
2. Position the property to be marketed for timely redevelopment by the private sector.
3. Ensure that future redevelopment respects the character of the existing neighborhood.
4. Promote new homeownership opportunities

Review process IIIB

According to EMC 15.03.300(B)(1) and (2), a site-specific rezone is a proposal to change the zoning classification of one or more specific properties, which process can be initiated by a private party or the city. EMC 15.03.300(B)(3)(b) further establishes that where a site-specific rezone does not require an



amendment to the comprehensive plan, it shall be processed under the REV III B procedures in EMC 15.02.

The subject rezone from R-2 to NB is for a single site is being proposed by the city and the proposal does not require a comprehensive plan amendment because the NB zone is an implementing zone of the existing Single Family land use designation per Table 9 of the Land Use Element of the Everett comprehensive plan.

Therefore, the rezone is a REV III B action under EMC 15.02, which includes an open record hearing and recommendation by the Hearing Examiner with a final decision by the City Council at a closed record hearing.

PUBLIC NOTICE AND COMMENTS

This is a quasi-judicial decision made by the City Council after the Hearing Examiner issues a recommendation. The planning department has circulated notice of the proposal via the following methods and will provide comments received to the city council.

- Planning department [webpage](#)
- [Planning commission](#) agenda mailing list
- State Environmental Policy Act mailing list
- Publishing notice of planning commission and city council public hearings in the Everett Herald

ENVIRONMENTAL REVIEW

The Planning Director issued a Determination of Nonsignificance under the [State Environmental Policy Act](#). A copy of the SEPA Checklist can be viewed online in the [Active Land Use Project Portal under Project Number REVIII24-009](#).





ORDINANCE NO. _____

An ORDINANCE AMENDING the Zoning Map for 1301 Lombard Avenue.

WHEREAS,

- A. This amendment to the zoning map is considered under Review Process III under EMC 15.02.080(B)(2).
- B. The Hearing Examiner reviewed the amendments contained in this ordinance and held a public hearing on September 5, 2024; and-
- C. The Hearing Examiner after hearing from the public and deliberating, made a recommendation to the city council city council to approve the amendments contained in this ordinance,
- D. City staff reviewed the proposal under provisions of the State Environmental Policy Act, completed an environmental checklist, and issued a Determination of Non-Significance on September 13, 2024; and
- E. On _____, the Everett City Council held a public hearing, after proper notice, and considered public comment, the Hearing Examiner's recommendation and the entire record related to the code amendment contained in this ordinance; and
- F. The amendments contained in this ordinance maintain consistency with the GMA and are consistent with the GMA planning goals; and
- G. The amendments contained in this ordinance are consistent with and supportive of goals, objectives, and policies in the city's comprehensive plan; and
- H. The City Council finds that the proposed amendments to the city's development regulations (unified development code) contained in this ordinance are consistent with the Everett comprehensive plan, bears a substantial relation to public health, safety and welfare, and promotes the best long-term interests of the Everett community.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN THE FOLLOWING ACTIONS:

Section 1. Amend the City of Everett Zoning Map from R-2 (Single Family Detached Medium Density) to NB (Neighborhood Business) for the property located at 1301 Lombard Avenue and consistent with this legal description: SEC 17 TWP 29 RGE 05ALL TH PTN OF NW1/4 SW1/4 DAF- BEG AT 1/4 COR BTW SECS 17 & 18-29-05 TH ELY ON C/L OF SD SEC 17 966.57FT TO WLN OF ALLEY BTW BROADWAY & LOMBARD

TH ANG R 90*36 28.29FT TO TPB TH CONT IN SDSTRT LN 200FT TH ANG R 90* 120FT TH ANG R 90* 200FT TH ANG R 90* 120FT TO TPB, Parcel No. 29051700301400, and including adjoining portions of the public right of way north and east to the respective centerlines as indicated in Exhibit 1.

Section 2. Amend the City of Everett Building and Structure Height Map from 28' to 3 floors for the property located at 1301 Lombard Avenue, and consistent with this legal description: SEC 17 TWP 29 RGE 05ALL TH PTN OF NW1/4 SW1/4 DAF- BEG AT 1/4 COR BTW SECS 17 & 18-29-05 TH ELY ON C/L OF SD SEC 17 966.57FT TO WLN OF ALLEY BTW BROADWAY & LOMBARD TH ANG R 90*36 28.29FT TO TPB TH CONT IN SDSTRT LN 200FT TH ANG R 90* 120FT TH ANG R 90* 200FT TH ANG R 90* 120FT TO TPB, Parcel No. 29051700301400, and including adjoining portions of the public right of way north and east to the respective centerlines as indicated in Exhibit 2.

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 and ordinance numbering.

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 of any such portion as may be declared invalid.

Section 5. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

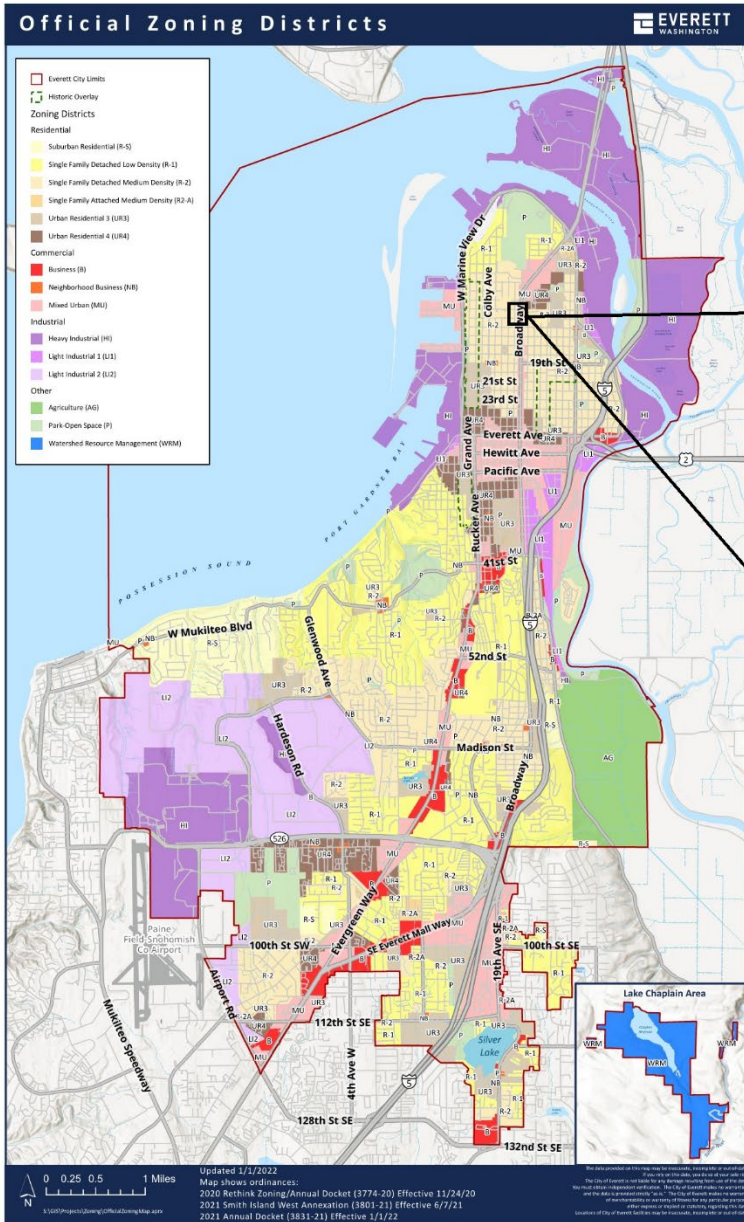
PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

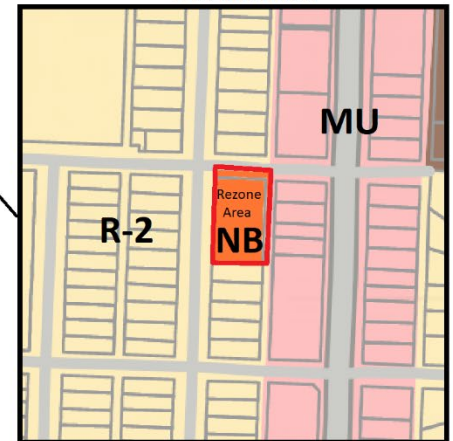
1301 Lombard Avenue
Proposed Rezone
Exhibit 1



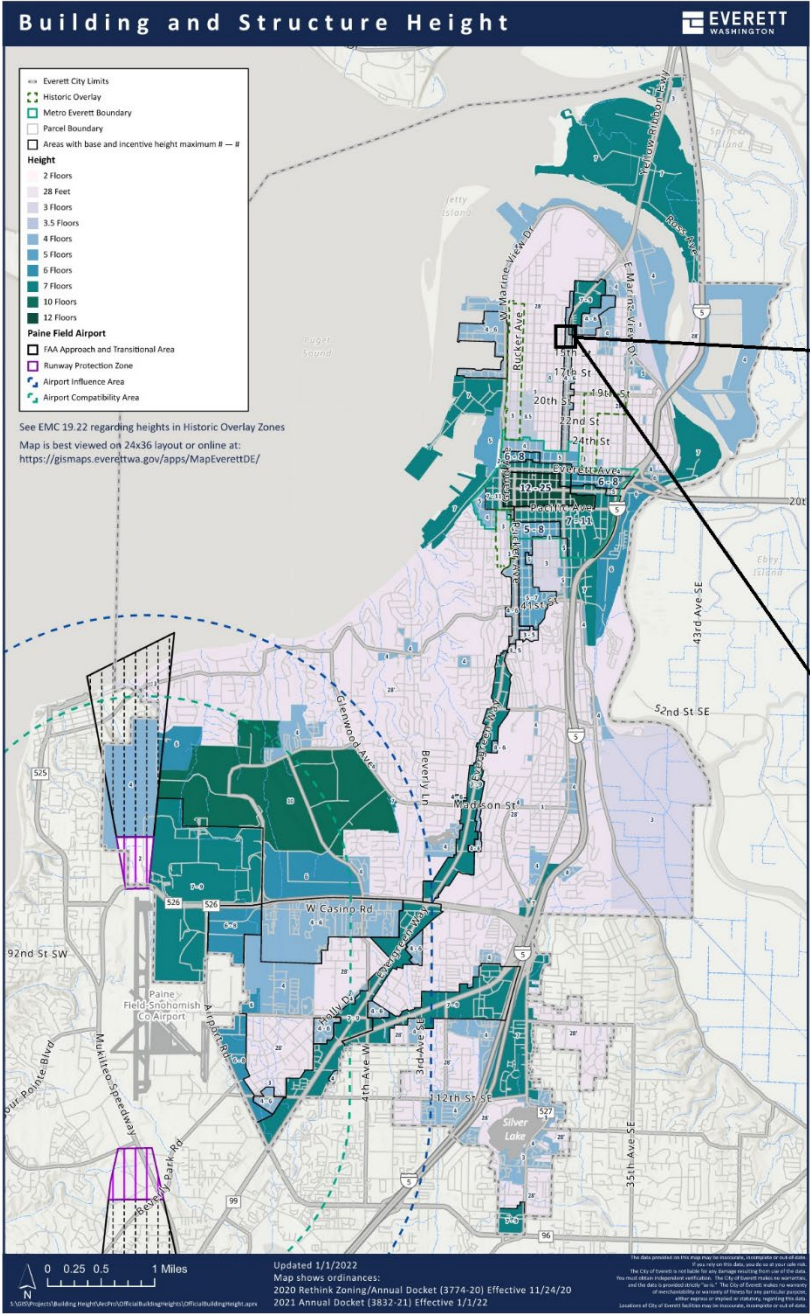
Existing



As Amended



1301 Lombard Avenue
Proposed Rezone
Exhibit 2



Project title: An Ordinance creating a Special Improvement Project entitled “Dorn Avenue Drainage Improvements” Fund 336, Program 043.

Council Bill #

CB 2409-25

Agenda dates requested:

Briefing

Proposed action

1st Reading 10/09/242nd Reading 10/16/24

Consent

Action 10/23/24

Ordinance ☒

Public hearing

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

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:*RLS*

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance**Project:** Dorn Avenue Drainage Improvements**Partner/Supplier:****Location:** Dorn Avenue**Preceding action:** None**Fund:** 336-Water & Sewer System Improvements Fund**Fiscal summary statement:**

The funding source for this project will be Fund 401 Water and Sewer Utility Fund. The programmed available funding for this project is \$900,000.

Project summary statement:

This project is for design to address persistent flooding on Evergreen Way in the vicinity of the intersection with Holly Drive. Work will consist of design efforts to replace and improve the storm drain system.

This project contains the work issues identified in the Surface Water Comprehensive Plan (SWCP) NC-7. A study performed by Otak Inc. identified improvements to address flooding issues on Dorn Avenue.

After completion of this design work, an updated Plans & Systems Ordinance will be developed and presented to Council to authorize construction funding.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Dorn Avenue Drainage Improvements” Fund 336, Program 043.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Dorn Avenue Drainage Improvements” Fund 336, Program 043, to accumulate all costs for the improvement.

WHEREAS,

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

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 043, entitled “Dorn Avenue Drainage Improvements” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

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

Section 3. The sum of \$900,000 is hereby appropriated to Fund 336, Program 043, “Dorn Avenue Drainage Improvements” as follows:

A. Estimated Project Design Costs	\$900,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$900,000

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance creating a Special Improvement Project entitled "Marilyn Avenue Drainage Improvements" Fund 336, Program 044.

Council Bill #

CB 2409-26

Agenda dates requested:

Briefing

Proposed action

1st Reading 10/09/242nd Reading 10/16/24

Consent

Action 10/23/24

Ordinance ☒

Public hearing

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

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance**Project:** Marilyn Avenue Drainage Improvements**Partner/Supplier:****Location:** Marilyn Avenue**Preceding action:** None**Fund:** 336-Water & Sewer System Improvements Fund**Fiscal summary statement:**

The funding source for this project will be Fund 401 Water and Sewer Utility Fund. The programmed available funding for this project is \$1,100,000.

Project summary statement:

This project is for design to address persistent flooding on Marilyn Avenue and W. Intercity Avenue. Work will consist of design efforts to replace and improve the storm drain system, such as culvert replacement, stream regrading/restoration, and storm drainpipe upsizing.

This project contains the work issues identified in the Surface Water Comprehensive Plan (SWCP) NC-7. A study performed by Otak Inc. identified improvements to address flooding issues on Marilyn Avenue.

After completion of this design work, an updated Plans & Systems Ordinance will be developed and presented to Council to authorize construction funding.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "Marilyn Avenue Drainage Improvements" Fund 336, Program 044.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Marilyn Avenue Drainage Improvements” Fund 336, Program 044, to accumulate all costs for the improvement.

WHEREAS,

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

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 044, entitled “Marilyn Avenue Drainage Improvements” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

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

Section 3. The sum of \$1,100,000 is hereby appropriated to Fund 336, Program 044, “Marilyn Avenue Drainage Improvements” as follows:

A. Estimated Project Design Costs	\$1,100,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$1,100,000

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance creating a Special Improvement Project entitled "Olympic Boulevard Fish Barrier at Pigeon Creek No. 2" Fund 336, Program 045.

Council Bill #

CB 2409-27

Agenda dates requested:

Briefing

Proposed action

1st Reading 10/09/20242nd Reading 10/16/2024

Consent

Action 10/23/2024

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance**Project:** Olympic Boulevard Fish Barrier at Pigeon Creek No. 2**Partner/Supplier:** Washington State Department of Transportation (WSDOT)**Location:** Olympic Boulevard**Preceding action:** None**Fund:** 336-Water & Sewer System Improvements Fund**Fiscal summary statement:**

The funding source for this project will be \$2,140,000 in awarded federal PROTECT funding from WSDOT, and \$860,000 in local match funds from Fund 401 Water and Sewer Utility Fund. The total programmed available funding for this project is \$3,000,000.

Project summary statement:

The culvert at Olympic Boulevard is identified as being capacity deficient with a history of flooding which has threatened the roadway and destabilized adjacent steep slopes.

This project will replace the existing culvert at Olympic Boulevard with a fish passable structure and regrade the stream channel immediately downstream of the culvert to restore fish migration in the stream.

This project will be completed in conjunction with efforts by the Tulalip Tribes, and partnership with BNSF Railway. This will also support recent work completed by Snohomish County and partners to improve these environments including the Howarth Park Beach Restoration project.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "Olympic Boulevard Fish Barrier at Pigeon Creek No. 2" Fund 336, Program 045.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Olympic Boulevard Fish Barrier at Pigeon Creek No. 2” Fund 336, Program 045, to accumulate all costs for the improvement.

WHEREAS,

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

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 045, entitled “Olympic Boulevard Fish Barrier at Pigeon Creek No. 2” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

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

Section 3. The sum of \$3,000,000 is hereby appropriated to Fund 336, Program 045, “Olympic Boulevard Fish Barrier at Pigeon Creek No. 2” as follows:

A. Estimated Project Costs	\$3,000,000
B. Source of Funds	
PROTECT Grant – Federal Funds	\$2,140,000
Fund 401 – Water/Sewer Utility Fund	<u>860,000</u>
Total Funds	\$3,000,000

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



MAYOR FRANKLIN'S PROPOSED 2025 BUDGET

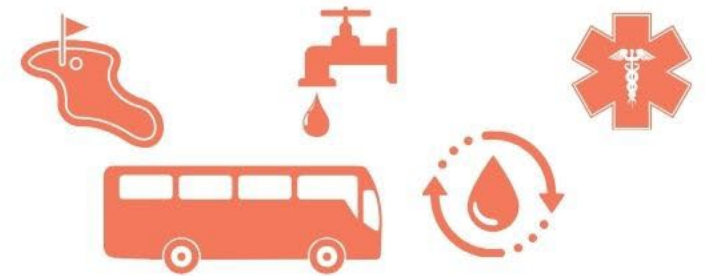
General Government



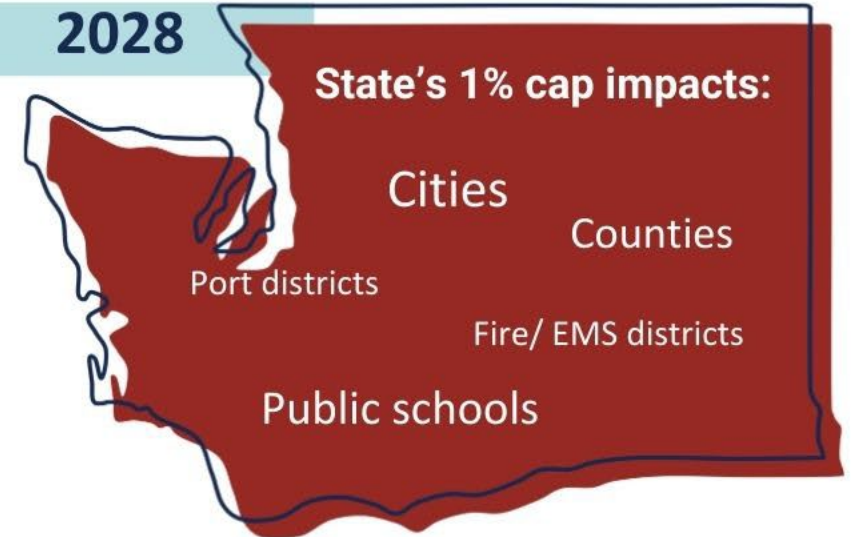
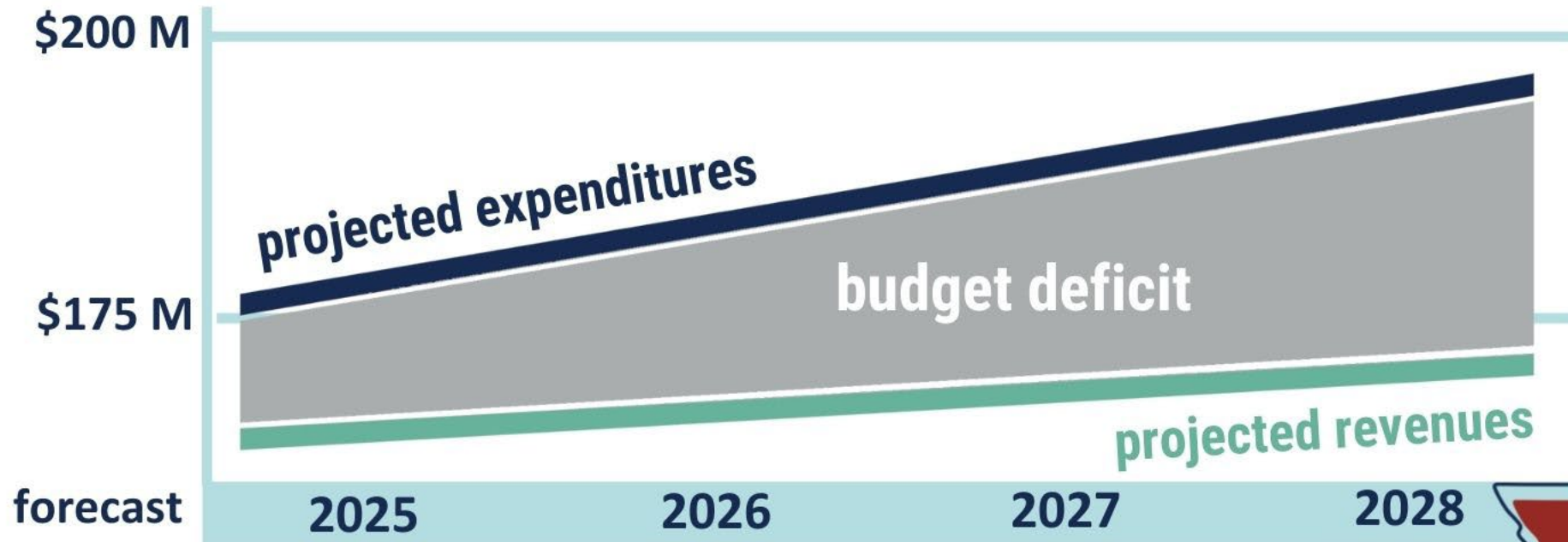
Non-General Government



Funding can only be spent on that specific service



Structural deficit: impacts and causes



Budget priorities



Protect and maintain public safety



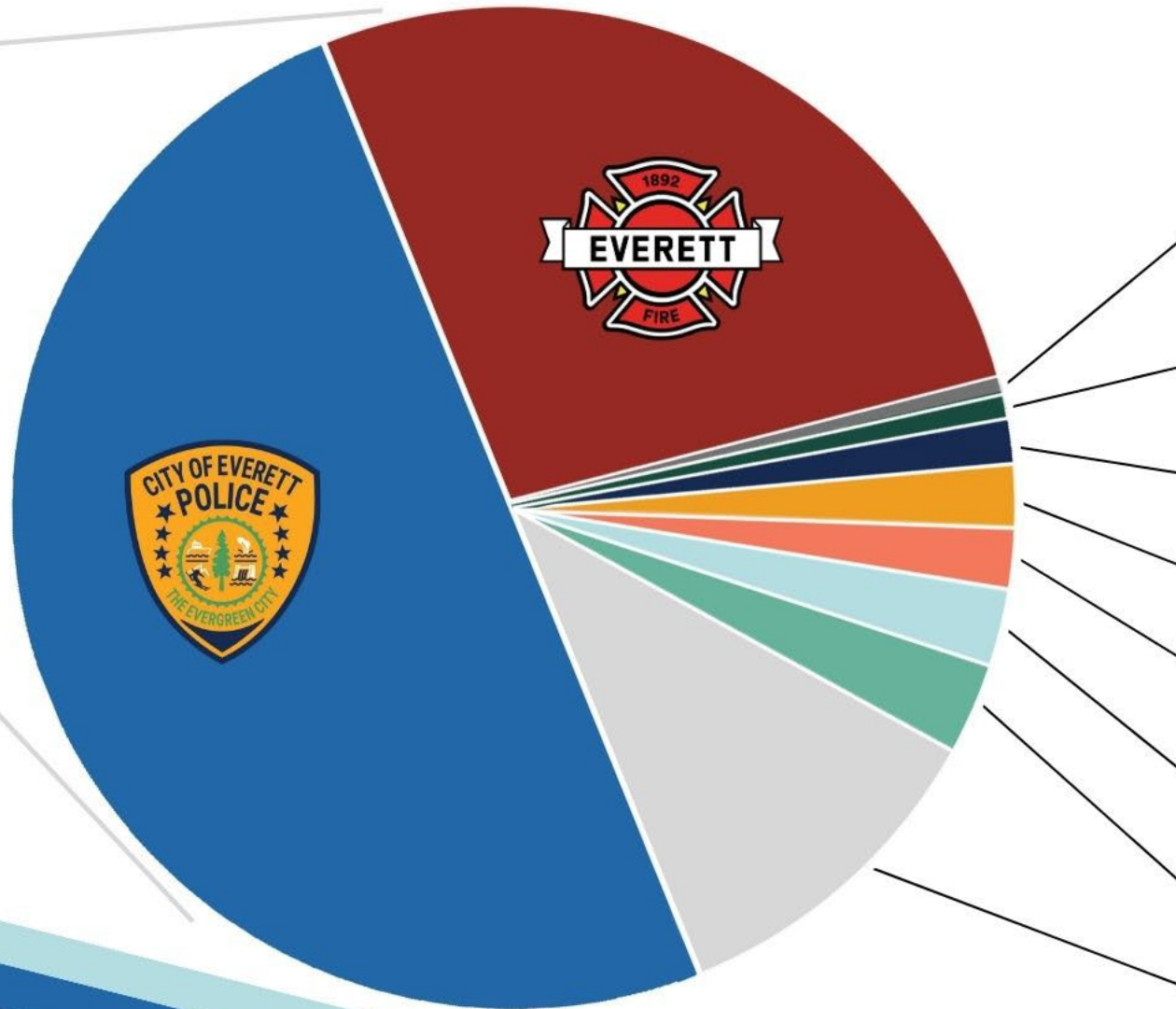
Support a good quality of life



Strengthen our economy and infrastructure



Protect and maintain public safety



Code Enforcement
Emergency Management



Parks and Facilities



Community Development



Prosecutor's Office



Animal Services



Indigent Defense



Municipal Court

Non-Departmental





Support a good quality of life



Engaged & Informed Community

3.6%

Economic & Cultural Vitality

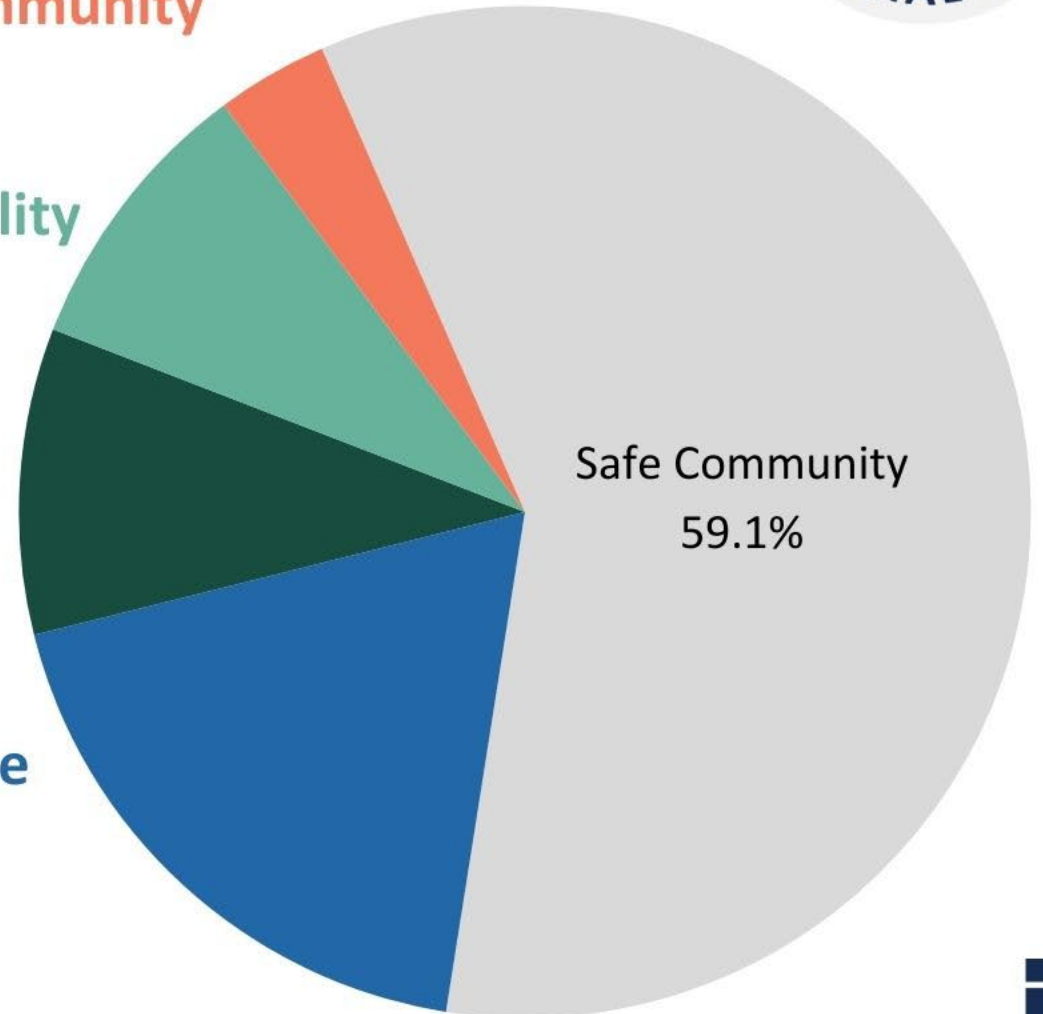
9%

Housing, Transportation & Infrastructure

9.8%

Responsible & Responsive Government

18.6%

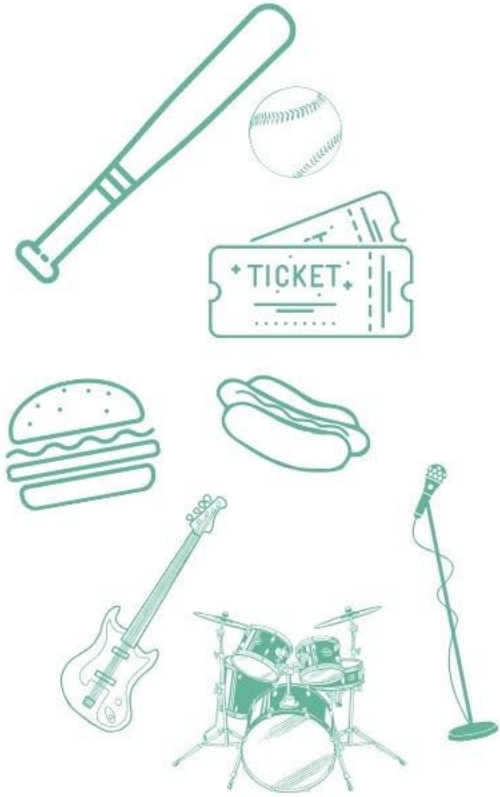




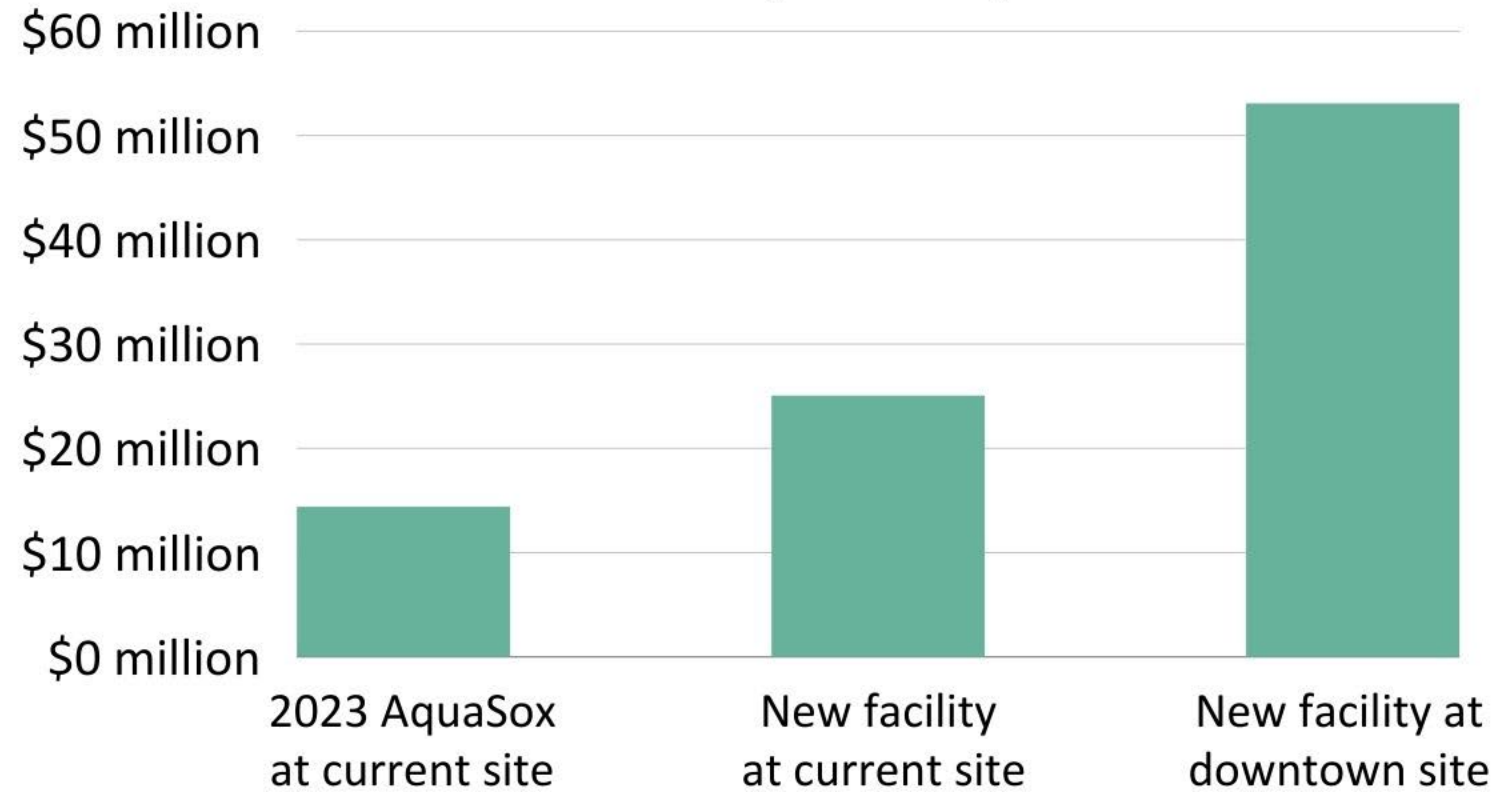
Strengthen our economy and infrastructure



Investing in Everett's future



Economic impact comparison



Outdoor multipurpose stadium





MAYOR FRANKLIN'S PROPOSED 2025 BUDGET

From: Tyler Johnson <twj2007@gmail.com>
Sent: Monday, October 14, 2024 12:49 PM
To: DL-Council
Subject: [EXTERNAL] Regarding Library Funding in the 2025 Proposed Budget
Attachments: Letter to Council - Regarding Library Funding.pdf

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

Good afternoon, Councilmembers,

Please find attached a letter outlining my concerns regarding the proposed cuts to the Everett Public Library's operating budget that are outlined in the Mayor's 2025 budget proposal. The cuts are severe and will have serious impacts to the public that reaches far beyond the walls of our libraries.

Thank you for your time and attention to this matter.

Sincerely,

Tyler Johnson
1909 Hoyt Ave, Apt D
Everett, WA 98201
425-320-6409

Tyler Johnson

1909 Hoyt Ave, Apt D
Everett, WA 98201
twj2007@gmail.com
425-320-6409

October 14th, 2024

Everett City Council
2930 Wetmore Ave
Everett, WA 98201

Dear Councilmembers Bader, Tuohy, Fosse, Rhyne, Vogeli, Zarlingo and Council President Schwab,

I am writing to express my deep concern regarding the proposed budget cuts to the Everett Public Library for 2025, which will reduce its budget by \$1 million—a significant 16% cut, as noted in recent discussions. This reduction will severely impact the critical services that our community depends on, many of which are irreplaceable lifelines for Everett’s most vulnerable residents.

While I am an employee of the Everett Public Library, I am writing this letter in my capacity as a concerned citizen of Everett, and the opinions I express here are entirely my own—though I know I am not alone in these concerns. My purpose is to advocate for the preservation of the services that have been a cornerstone of our community, and I do not represent the Library or the City of Everett in this matter.

I have been a resident of Everett since 2010 and have spent more of my adult life living here than anywhere else, which is why I consider it my hometown. My first introduction to what Everett was as a community came from visiting the Everett Public Library’s Main Library branch, exploring the Northwest Room, and browsing the stacks. This experience helped me orient myself as a new resident, just as our libraries continue to do for countless others today.

The library provides far more than just books. Programs that promote early childhood literacy, help connect individuals to employment opportunities, offer vital internet access, and provide technology assistance are essential services. Furthermore, the library supports adult education, entertainment, and community enrichment—programs that help create a more informed and resilient community. Cutting these services would disproportionately harm those who already face significant challenges, including low-income families, seniors, and those without access to reliable technology.

I understand that Everett's budget constraints have grown due to factors outside of the city's control, such as the 1% property tax cap. I also recognize that difficult decisions must be made to keep the city's budget balanced. However, the proposed cuts to the library do not need to be so deep. The cuts proposed for the Library's 2025 budget are severe and disproportionate. Reducing the library's services to five days a week or fewer and limiting access to valuable programs will harm Everett's residents and, ultimately, the city itself. Libraries are cornerstones of strong communities, and their value cannot be measured simply in monetary terms.

I implore you to explore alternative solutions that do not require such drastic cuts to one of Everett's most vital public institutions. A well-supported library strengthens the entire city, fostering education, connectivity, and opportunity for all. I hope the City Council will act to preserve the resources that our community relies upon so heavily.

Thank you for your time and consideration of this important matter.

Sincerely,
Tyler Johnson

From: Mark Pederson <mvp200060@msn.com>
Sent: Saturday, October 12, 2024 9:26 PM
To: DL-Council
Subject: [EXTERNAL] Funko Field upgrade/rebuild

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

As much as it is nice to have a minor league professional team in Everett, I would think our tax dollars would be better spent on addressing our homeless problems, street repairs and improvements, traffic control, schools, and crime. Having a minor league team is a luxury, not a necessity, that we can no longer afford. Many of us in the city are struggling to keep up with rising food prices, out of control rent and tax increases, and overall cost of living. As in the past, I predict that proceeding with the Funko Field project will go over budget and take longer than expected, and our taxes will be increased again to cover all these expenses.

It's time to use our tax money for necessities, not luxuries! Just because you have the power to continue to splurge, doesn't mean you should.

Mark Pederson
8614 10th Ave. SE
Everett, WA 98208

From: [Angela Ely](#)
To: [DL-Council](#); [Jennifer Gregerson](#); [Marista Jorve](#); [Jennifer Gregerson](#); [David Hall](#)
Subject: FW: [EXTERNAL] City Council Comment Ref 1301 Lombard Ave
Date: Wednesday, October 16, 2024 6:15:25 PM

Category 2: Sensitive information

Please submit this as written comment for the record for this evenings Council meeting.

Thank you!
Angie

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

From: Andrea Tucker <everettareahomes@gmail.com>
Sent: Wednesday, October 16, 2024 5:44 PM
To: Angela Ely <AEly@everettwa.gov>; Deb Williams <DWilliams@everettwa.gov>
Subject: [EXTERNAL] City Council Comment Ref 1301 Lombard Ave

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

Hello Mayor Franklin & City Council Members

I would like to go on record in support of townhomes being built at the former location of the Waits Motel.

Our city is desperately in need of this type of middle housing. Current and potential - future residents deserve the opportunity to invest in themselves, build equity and pass on generational wealth or at the minimum pass on possibilities to their descendants. There are generations of families in Everett who would love to have their grown children be able to afford a home locally keeping their familial ties as well as the reverse when younger folks as new homeowners will often need help with all types of things including and at the top of the list, child care.

Our high percentage of rentals with hundreds of more apartments on the books means we are denying this opportunity and again in the reverse assisting developers and corporate entities to reap benefits and high profits.

I am fully aware that there are townhomes in the Riverfront neighborhood but nearly none in the downtown or transit core of the city.

Let's take advantage of the one time we can actually direct the outcome of a project by zoning and restrictions. I know there are builders out there who would also be in favor of this recommendation and would welcome the opportunity to build homes that are compatible with the character of the historical Donovan District.

Thank you for your time.

Andrea Tucker

3330 Wetmore Ave.
Everett

Andrea Tucker, Real Estate Broker
Custom Home and Office Staging
John L. Scott Everett
10820 Evergreen Way
Everett, WA 98204
425-870-6699



From: noreply@civicplus.com
To: [Angela Ely](#)
Subject: [EXTERNAL] Online Form Submittal: City Council virtual public comment registration form
Date: Wednesday, October 16, 2024 2:44:09 PM

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

City Council virtual public comment registration form

Instructions

All community participants must fill out the online speaker sheet completely. For assistance, please contact the council office at 425-257-8703 or Aely@everettwa.gov.

Participants must submit this form at least 30 minutes prior to the meeting (by 6 pm).

After the public comment form is submitted, the community member will receive an email confirmation with the Zoom link and phone number to the meeting.

Forms submitted after that time will not receive the Zoom link/number to speak, but may still participate the day of the meeting by submitting comments to Council@everettwa.gov.

I understand	I have read the form instructions and understand
First and last name	Emily Simpson
Address	simpsonemily99@gmail.com
District	District 2
City Council Districts map	Click here to view the Everett City Council Districts map
Email address	simpsonemily99@gmail.com
Phone number	2068165585
Agenda date	10/16/2024
What is the topic you wish to speak about?	Public comment

Please be specific
about the topic of your
public comment

relocation

Participating in a city council meeting:

1. Each person is responsible for their internet or phone connection to the meeting; no action will be invalidated on the grounds that the loss of or poor quality of a person's individual connection prevented him or her from participating in a meeting.
2. Participants need to join by the beginning of meeting for non-agenda items or before their agenda item they wish to speak about.
3. All speakers must respect the 3-minute time limit to allow everyone an opportunity to speak.
4. The meeting host will give participants the ability to unmute themselves and turn on their camera when it is their time to speak.
 - Participants will mute their microphone when not speaking.
 - Participants connecting via the Zoom app are expected to turn on their device's camera when it is their turn to speak, if possible.
5. Speakers must connect to Zoom using the same name or phone number listed on this form in order to be called on when it is their time to speak.
6. City staff may direct the muting or temporarily disconnect a participant if the subject is disruptive, makes inappropriate remarks or speaking when not recognized.
7. The following comments are not allowed: comments on any kind of campaigning – whether for or against ballot measures or candidates running for office; comments focused on PERSONAL MATTERS that are unrelated to City business.
8. Those who wish to listen to the council meeting by phone (and not provide comment), you may call 425-616-3920 conference ID 724 887 726#. This line will be silent until the meeting begins.
9. Once public comments are completed, Zoom will be closed, but you may continue to watch the meeting by going to [City of Everett - YouTube](#).

I agree

I have read and agree to the participation requirements.

Email not displaying correctly? [View it in your browser.](#)



EVERETT CITY COUNCIL Public Comment Form

5 min

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

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

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

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

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

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

DATE: 10-16-24

NAME (required): Jose Villalaz

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

EMAIL (optional): J-VILLALAZ@hotmail.com PHONE (optional): 425-344-7363

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

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

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

☒ During the general public comment. Please state the topic you would like to speak on: Public Safety, Residents who live across Andy's Place.

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