



# EVERETT

WASHINGTON

## **Everett City Council Preliminary Agenda 12:30 p.m., Wednesday, October 30, 2024 City Council Chambers**

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: October 23, 2024

Mayor's Comments

Public Comment

Council Comments/Liaison Reports

Administration Update

City Attorney

### CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$1,673,322.77 For The Period Ending October 12, 2024 Through October 18, 2024.

Documents:

[RES CLAIMS PAYABLE OCT 12, 2024 - OCT 18, 2024.PDF](#)

(2) Adopt Resolution Authorizing Electronic Claims Against The City Of Everett In The Amount Of \$8,315,287.85 For The Period Of September 1, 2024 Through September 31, 2024.

Documents:

[EFT COUNCIL RESOLUTION 2024-9.PDF](#)

(3) Authorize The Call For Bids For The Edgewater Park Renovation Project Phase 1.

Documents:

[EDGEWATER PARK PROJECT RENOVATION PROJECT - CALL FOR BIDS.PDF](#)

(4) Authorize The Mayor To Sign Amendment 2 To The Agreement For Indigent Defense Services With Everett Law Association.

Documents:

[EVERETT LAW INDIGENT DEFENSE AMEND NO. 2.PDF](#)

(5) Authorize The Mayor To Execute The Distribution Easement To Public Utility District No. 1 Of Snohomish County At Edgewater Park.

Documents:

[PUD DISTRIBUTION EASEMENT AT EDGEWATER PARK.PDF](#)

(6) Authorize The Mayor To Sign The Five-Year Interlocal Agreement With Marshland Flood Control District And Snohomish County.

Documents:

[2024 MARSHLAND FCD-EVERETT-SNOCO-ILA.PDF](#)

PROPOSED ACTION ITEMS:

(7) CB 2410-28 – 2nd Reading - Adopt An Ordinance Relating To Changes In The City Of Everett's Procurement Policy Regarding Contractors And Service Providers Who Have Engaged In Wage Theft. (3rd & Final Reading 11/6/24)

Documents:

[CB 2410-28.PDF](#)

(8) CB 2410-29 – 2nd Reading - Adopt The Amendment To Ordinance 3196-10 (International Property Maintenance Code) (EMC 16.09.010). (3rd & Final Reading 11/6/24)

Documents:

[CB 2410-29.PDF](#)

ACTION ITEM:

(9) Adopt The Resolution Declaring Property Located At 1301 Lombard As Surplus And Establishing Procedures For Its Sale And Disposition.

Documents:

[1301 LOMBARD SURPLUS RESOLUTION\\_REV.PDF](#)

BRIEFING ITEM:

(10) South Everett Economic Development Strategic Plan Update

Documents:

[SOUTH EVERETT ECONDEV STRATEGIC PLAN.PDF](#)  
[SOUTH EVERETT ECONDEV STRATEGIC PLAN\\_PRES.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](https://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](mailto:aely@everettwa.gov) and identify the topic you wish to address.
- Provide written public comments by email to [Council@everettwa.gov](mailto: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](https://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://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](mailto: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 Oct 12, 2024 through Oct 18, 2024, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Government	(1,919.85)	101	Parks & Recreation	32,558.38
003	Legal	27,060.24	110	Library	25,537.31
009	Misc Financial Funds	304,816.42	112	Community Theater	15,860.55
018	Communications, Mktg & Engag	652.55	114	Conference Center	2,400.00
024	Public Works-Engineering	14,887.05	120	Public Works-Streets	3,676.43
030	Emergency Management	2,325.93	126	MV-Equipment Replacemer	76,416.22
031	Police	2,069.86	130	Develop & Const Permit Fee	1,999.56
032	Fire	857.22	138	Hotel/Motel Tax	22,500.00
			146	Property Management	57,349.68
<b>TOTAL GENERAL FUND</b>		<b>\$ 350,749.42</b>	152	Cum Reserve-Library	1,766.82
			153	Emergency Medical Service:	88,467.64
			155	Capital Reserve Fund	16,326.32
			156	Criminal Justice	3,741.58
			162	Capital Projects Resereve	41,498.00
			336	Water & Sewer Sys Improv I	4,568.29
			354	Parks Capital Construction	3,243.00
			401	Public Works-Utilities	273,510.63
			402	Solid Waste Utility	3,527.09
			425	Public Works-Transit	211,387.42
			430	Everpark Garage	174,765.69
			440	Golf	99,122.25
			501	MVD-Transportation Service	116,091.48
			503	Self-Insurance	12,473.53
			505	Computer Reserve	22,162.24
			508	Health Benefits Reserve	9,582.52
			637	Police Pension	1,020.36
			638	Fire Pension	1,020.36
			<b>TOTAL CLAIMS</b>		<b>\$ 1,673,322.77</b>

\_\_\_\_\_  
Councilperson introducing Resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Council President

RESOLUTION NO. \_\_\_\_\_

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

That the claims made by electronic transfer against the City of Everett for the month September 1 through September 31 2024, having been audited, be and the same are hereby approved, and the proper officers are hereby authorized and directed to charge claims made by electronic transfer against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Fund	203,821.82
101	Park	30,397.47
110	Library	6,992.52
112	Community Theater	1,044.99
119	Public Works - Street Imp	400.69
120	Streets	10,757.45
126	Moter Vehicle/Equip Repl	64.00
145	ESCROQ	265.00
146	Parking Lot Reserve	1,079.52
148	Municipal Art Fund	172.42
151	Animal Reserve	16,220.82
152	Library Reserve	443.85
153	EMS	17,851.08
155	Gen Gov Spec Proj	2,266.71
156	Criminal Justice	34,460.31
162	Capital Rreserve	7,933.69
197	CHIP	277.59
401	Utilities	416,908.60
402	Solid Waste Utility	1,086.25
425	Transit	84,526.96
430	Everpark Garage	1,494.50
440	Golf	308,689.64
501	Transportation Services	129,599.21
503	Self-Insurance Fund	204,772.84
505	Computer Reserve Fund	7,324.45
507	Telecom	22,570.40
508	Health Benefits Reserve	1,560,649.86
637	Police Pension	73,000.52
638	Fire Pension	82,699.27
661	Payroll Withholding	5,084,199.01
670	Custodial Funds	3,316.41
<b>TOTAL CLAIMS</b>		
<b>BY ELECTRONIC TRANSFER</b>		<b>8,315,287.85</b>

\_\_\_\_\_  
Councilmember Introducing Resolution

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Council President

**Project title:** Call for Bids for the Edgewater Park Renovation Project Phase 1

**Council Bill #**

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 10/30/24  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

None

**Department(s) involved:**

Parks and Facilities  
Administration

**Contact person:**

Bob Leonard

**Phone number:**

425 257-8335

**Email:**

Bleonard@everettwa.gov

**Initialed by:**

RML

Department head

Administration

Council President

**Project:** Edgewater Park Renovation Project Phase 1

**Partner/Supplier:** TBD

**Location:** 3802 Shore Ave, Everett, WA 98203

**Preceding action:** Ordinance NO. [3916-22](#)

**Fund:** Fund 354, Program 084 (CIP-3)

**Fiscal summary statement:**

The source of funds for the Edgewater Park Renovation Project Phase 1 is Fund 354, Program 084 (CIP-3).

The construction documents are nearing completion. Authorizing the call for bid at this time will allow the project to be advertised for competitive bids after the completion of the construction documents.

The total project costs will be determined upon the receipt of competitive bids and a funding Ordinance will be created to fund the construction. The Edgewater Park Renovation Project is listed in the CIP-3 financial model.

**Project summary statement:**

The City recognizes that many of the park amenities have reached the end of their useful life and require replacement and renovation. Phase 1 Construction will include the demolition of the existing tennis court, grading and grubbing of the parcel lot to the west, construction of the new multi-sport court and infiltration facility. Parks and Facilities staff plan to return to Council for phase 2 of the project after completion of the Edgewater Bridge Project.

**Recommendation (exact action requested of Council):**

Authorize the Call for Bids for the Edgewater Park Renovation Project Phase 1.

**Project title:** Authorize the Mayor to Sign Amendment 2 to the Agreement for Indigent Defense Services with Everett Law Association

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 10/30/24  
Action  
Ordinance  
Public hearing  
Yes ☒ No

**Budget amendment:**

Yes ☒ No

**PowerPoint presentation:**

Yes ☒ No

**Attachments: Agreement**

Amendment #2

**Department(s) involved:**

Procurement & Court

**Contact person:**

Theresa Bauccio-Teschlog

**Phone number:**

(425) 257-8901

**Email:**

tbauccio@everettwa.gov

**Initialed by:**

HB

Department head

Administration

Council President

**Project:** Indigent Defense Services

**Partner/Supplier:** Everett Law Association

**Location:** Everett Municipal Court

**Preceding action:** Agreement for Indigent Defense Services with Everett Law Association  
(11/08/18)  
Amendment to Agreement (6/28/23)

**Fund:** Fund 003 Indigent Defense Program

**Fiscal summary statement:** The City currently spends approximately \$1,200,000 per year on primary indigent defense services. This amendment will increase this to approximately \$1,552,000 per year. No budget amendment is needed.

**Project summary statement:** Individuals charged with misdemeanors and gross misdemeanors in the City of Everett are prosecuted in Everett Municipal Court. Most defendants cannot afford an attorney and qualify as “indigent” under state guidelines. The City is required by state and federal law to provide these indigent defendants with legal representation at City expense.

The City’s main indigent defense provider, Everett Law Association, provides almost all that representation. The City’s current contract with Everett Law Association (which expires December 31, 2028) is based on a projected case count of 2800 cases per year. However, as many are aware, there were significant changes in state law from the Washington Supreme Court and the Washington Legislature regarding possession of controlled substances from 2021-2023. The result was legislation (2E2SSB 5536) passed by the Legislature in 2023. This legislation was anticipated to, and in fact, have resulted in statewide increases in charges for possession of controlled substances. In Everett, this has caused approximately 800 additional cases per year to be assigned to the Everett Law Association, for which the City must provide indigent representation. Accordingly, this amendment increases the case count under the Everett Law Association contract from 2800 to 3600, starting November 1, 2024.

In addition, the Washington State Bar Association earlier this year revised its Standards for Indigent Defense Services including the standard that employees at public defense agencies be compensated at a rate comparable to those of employees in the opposing party offices in the area. That means employees of the Public Defender must be paid comparable to those employees of the City Prosecutor’s office.

This all results in a compensation increase under the contract from \$1,200,000 per year to about \$1,552,000 per year. It must be noted that this compensation increase does not include the full impact of the Washington Supreme Court’s expected new rules on indigent defense standards, which the Court is expected to act on later this year. Depending on the action the Court takes, more funds for indigent defense may still be required next year.

**Recommendation (exact action requested of Council):** Authorize the Mayor to sign Amendment 2 to the Agreement for Indigent Defense Services with Everett Law Association.

**AMENDMENT NO. 2  
TO AGREEMENT FOR INDIGENT DEFENSE SERVICES  
BETWEEN THE CITY OF EVERETT  
AND EVERETT LAW ASSOCIATION**

This Amendment No. 2 to Agreement for Indigent Defense Services (this “*Amendment*”) is dated for reference purposes November 1, 2024. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington (“*City*”) and Everett Law Association (“*Public Defender*”).

**RECITALS**

A. The City and Public Defender are parties to the Agreement for Indigent Defense Services dated November 8, 2018 (the “*Agreement*”), as amended. All capitalized terms in this Amendment are as defined in the Agreement. Under the Agreement, the Public Defender provides indigent defense services in connection with the Everett Municipal Court.

B. Because of changes in state law (2E2SSB 5536) regarding possession of controlled substances, case counts in Everett Municipal Court requiring indigent representation are increasing. In addition, the Washington State Bar Association (WSBA) earlier this year revised its Standards for Indigent Defense Services including the standard that employees at public defense agencies be compensated at a rate comparable to those of employees in the opposing party offices in the area.

C. The purpose of this Amendment is to increase the Projected Case Count from 2800 to 3600 cases per year and to increase compensation for both the increased case count and the new comparable pay standard. These changes to the contract will become effective as of November 1, 2024.

**AGREEMENT**

The City and Public Defender agree as follows:

1. The first paragraph of Section 2 of the Agreement is amended as follows, with underlined text added:

Compensation. Effective January 1, 2019, the City shall pay to the Public Defender for services rendered under this Agreement the sum of \$92,166 per month, which is based on a projected case count of 2800 cases per year (such case count, the “*Projected Case Count*”). Effective November 1, 2024, the per-month sum in the preceding sentence increases to \$119,206.53 per month, based on an updated Projected Case Count, effective November 1, 2024, of 3600 cases per year and based on the WSBA comparable pay standard. In addition to this amount, the City will pay to Public Defender an additional \$7,834.00 per month as compensation to Public Defender for costs associated with post-sentencing hearings. Effective November 1, 2024, the per-month sum in the preceding sentence increases to \$10,126.80 per month. Public Defender acknowledges that the City may make changes in its probation and other systems during the term of

this Agreement, which may reduce the number of post-sentencing hearings. If such changes are made the City may reduce this additional compensation on a pro-rata basis as the number of post sentencing hearings are reduced.

The result of these amendments to Section 2 is that compensation under Section 2 will total \$1,258,666.66 for 2024 and \$1,552,000 per year for years thereafter.

2. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. This Amendment may be signed in ink or electronically, and any faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature.

**CITY OF EVERETT**

**EVERETT LAW ASSOCIATION**

By:

By: \_\_\_\_\_

\_\_\_\_\_  
Cassie Franklin, Mayor

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signer's Email Address: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Office of the City Clerk

**Project title:** Distribution Easement to Public Utility District No. 1 of Snohomish County at Edgewater Park

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 10/30/24  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Agreement

**Department(s) involved:**

Real Property  
Parks & Facilities

**Contact person:**

Bob Leonard

**Phone number:**

425-257-8335

**Email:**

bleonard@everettwa.gov

**Initialed by:**

RML

Department head

Administration

Council President

**Project:** Distribution Easement to Public Utility District No. 1 of Snohomish County at Edgewater Park

**Partner/Supplier:** Public Utility District No. 1 of Snohomish County ("Snohomish County PUD")

**Location:** Edgewater Park

**Preceding action:** N/A

**Fund:** N/A

**Fiscal summary statement:**

In coordination with the Parks Department, Snohomish County PUD plans to relocate distribution wires to mitigate impacts from planned improvements at Edgewater Park.

**Project summary statement:**

Planned improvements at Edgewater Park will require relocation of Snohomish County PUD overhead wires. Installation of a guy wire and anchor on the Edgewater Park property is needed to secure a utility pole. The proposed distribution easement will allow access to Snohomish County PUD for maintenance and repairs to the guy wire and anchor.

**Recommendation (exact action requested of Council):**

Authorize the Mayor to execute the Distribution Easement to Public Utility District No. 1 of Snohomish County at Edgewater Park.

AFTER RECORDING, PLEASE RETURN TO:  
Public Utility District No. 1 of Snohomish County  
Real Estate Services  
P.O. Box 1107  
Everett, Washington 98206-1107

E-\_\_\_\_\_  
WO# 100077892-30 N# 10000128879

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DISTRIBUTION EASEMENT

Grantor ("Owner"): City of Everett, a Washington municipal corporation  
Grantee: Public Utility District No. 1 of Snohomish County  
Short Legal Description: SE/SW S34, T29N, R4E, W. M.  
Tax Parcel No: 00433600002200

THIS DISTRIBUTION EASEMENT ("Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Everett, a Washington municipal corporation ("Owner(s)"), and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District"),. The Owner and District are sometimes referred to individually herein as "Party" and collectively as "Parties". The District is referred to as "Grantee".

WHEREAS, Owner is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, legally described as follows (hereinafter "Property"):

**LOT 22, PLAT OF EDGEWATER, ACCORDING TO THE PLAT THEREOF RECORDED IN  
VOLUME 10 OF PLATS, PAGE 94, RECORDS OF SNOHOMISH COUNTY, WASHINGTON**

**SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.**

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under, upon and through the Property.

NOW, THEREFORE, the Parties agree as follows:

1. Distribution Easement. Owner, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, a non-exclusive easement for the perpetual right, privilege, and authority to construct, erect, reconstruct, alter, improve, repair, operate, and maintain an anchor and down-guy across, over, through and upon the following portion of Owner's Property (hereinafter "Easement Area"):

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**An easement five feet (5') wide lying 2.5 feet on each side of the following described line:  
Commencing at the Northwest corner of the above described real property, thence Northeast,  
parallel to Shore Avenue, a distance of 55.73 feet to the True Point of Beginning;  
Thence Southeast, perpendicular to Shore Avenue, a distance of 8 feet and the terminus of said  
line.**

**See Exhibit "A" attached hereto and by this reference made a part hereof, for graphic depiction of  
anchor easement location.**

**This Easement for Down-guy and Anchor only.**

2. Access To and Across Property. Grantee has the right of ingress to and egress from the Easement Area across the adjacent Property of Owner where same is reasonably necessary for the purpose of exercising its easement rights described in Section 1.

3. Owner's Reservation of Rights and Use of Easement Area. Owner reserves the right to use the Easement Area in a manner that does not interfere with the Grantee's use of the Easement Area, and/or present a hazard to Grantee's anchor and down-guy. The Owner shall not construct or permit to be constructed any structures of any kind in the Easement Area that may interfere with or present a hazard to anchor or down-guy without prior approval of the Grantee.

4. Clearing of Power Line Right of Way. Grantee has the right at all times to clear said Easement Area and keep the same clear of all brush, debris and trees.

5. Trimming or Removal of Hazardous/Danger Trees. Grantee has the right at all times to cut, slash, or trim and remove brush, timber or trees from the Easement Area which in the opinion of Grantee constitute a hazard to said anchor or down-guy or the Grantee's access thereto. Trees, brush or other growth shall be deemed hazardous to the anchor or down-guy or access of the Grantee when they are of such a height that they could, upon falling, strike the nearest edge of the Easement Area at a height of more than fifteen feet (15'). Except in emergencies, Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be trimmed or removed.

6. Title to Removed Trees, Vegetation and Structures. The title to all brush, debris, trees and structures removed from the Easement Area and the Property pursuant to Sections 4 and 5 shall be vested in the Grantee, and the consideration paid for this Easement and rights herein described is accepted by Owner as full compensation for said removed brush, debris, trees and structures. Owner shall be entitled to request fallen timber be set aside for Owner's personal use. Grantee shall make reasonable effort to set aside said fallen timber provided doing the same is safe in Grantee's sole opinion. Title to any fallen timber set aside in this manner shall revert to the Owner.

7. Restoration Provision. To the extent that Owner's Property is disturbed and/or damaged by Grantee's exercise of its rights hereunder, Grantee shall restore the condition of the Property as nearly as reasonably possible to its existing condition prior to said exercise of its rights.

8. Title to Property. The Owner represents and warrants having the lawful right and power to sell and convey this Easement to Grantee.

9. Binding Effect. This Easement and the rights and obligations under this Easement are intended to and shall run with the Property and shall benefit and bind the Parties and their respective heirs, successors and assigns.

10. Governing Law and Venue. This Easement shall be governed by and construed in accordance

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with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington.

11. Authority. Each party signing this Easement, if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity.

12. Relocation. At the request of Grantor, Grantee agrees to relocate its facilities at Grantee's expense. Grantor agrees to make reasonable efforts to coordinate with the Grantee during the design and construction phases of any development in order to avoid or minimize relocation of Grantee's facilities if possible. Grantor shall provide a new Easement Area at a location and of a size that are reasonably satisfactory to Grantee, and Grantor and Grantee shall execute an amendment to this Easement that reflects the new Easement Area for the relocated down-guy and anchor. If the Property is sold or title transferred from current Grantor(s) to any other person or entity, costs associated with any requested relocation of Grantee's facilities by said person or entity shall be paid by said person or entity.

13. Grantee Acceptance. By recording this Easement, Grantee hereby accepts all provisions set forth under this agreement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written

OWNER(S):

CITY OF EVERETT, a Washington municipal corporation

By: \_\_\_\_\_ Its: \_\_\_\_\_

**(REPRESENTATIVE ACKNOWLEDGMENT)**

State of \_\_\_\_\_  
County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that (he/she/they) (is/are) authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of **City of Everett** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

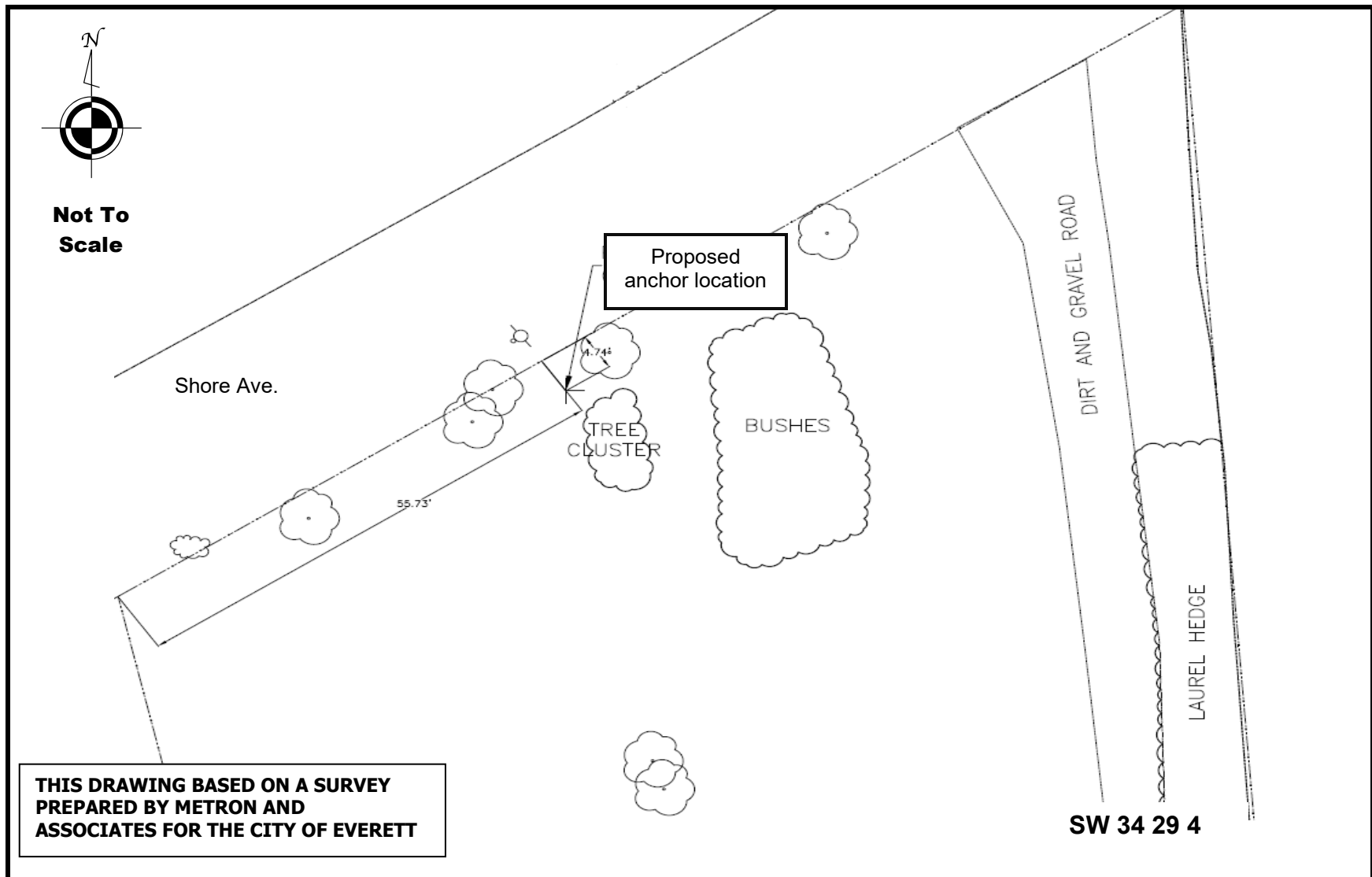
(Seal or Stamp)


Signature of  
Notary Public \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_

My appointment expires \_\_\_\_\_

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# Exhibit "A"



 <p><b>SNOHOMISH COUNTY</b> <b>PUD</b> PUBLIC UTILITY DISTRICT NO. 1</p>	<p>City of Everett</p>	<p>Tax Lot #00433600002200</p>	<p>W.O. #100077892 N#10000128879</p>	<p>4/25/24</p>
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**Project title:** Marshland Flood Control District Interlocal Agreement for Hillside Stormwater Runoff

**Council Bill #**

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 10/30/24  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Proposed Interlocal Agreement

**Department(s) involved:**

Public Works, Legal

**Contact person:**

Souheil Nasr

**Phone number:**

425-257-7210

**Email:**

snasr@everettwa.gov

**Initialed by:**

RLS

Department head

Administration

Council President

**Consideration:** Interlocal Agreement

**Project:** Marshland Flood Control District Interlocal Agreement for Hillside Stormwater Runoff

**Partner/Supplier:** Marshland Flood Control District and Snohomish County

**Location:** Marshland Drainage Basin

**Preceding action:** Previous ILA approved on [10/2/2019](#), ILA executed on 12/20/2019

**Fund:** 401 – Water and Sewer Utility

**Fiscal summary statement:**

The Interlocal Agreement will consist of renewing a five-year tri-party agreement with both Marshland Flood Control District and Snohomish County. The parties have agreed to make payments to the District to offset costs of increased hillside runoff to the Marshland Drainage Basin as a result of upland development. The City will pay 30% of the agreed upon costs and Snohomish County will pay for 70% of the agreed upon costs. Costs to the City are estimated at \$40,000 annually.

The funding source will be Fund 401 - Water and Sewer Utility.

**Project summary statement:**

Snohomish County and the City of Everett have five-year tri-party agreements with the Marshland Flood Control District for stormwater runoff that drains to the District. The funds paid to the District help to offset the management of sediment removal from ditches and ponds, electrical pumping costs, and capital costs associated with the pump station that pumps stormwater from the District canal into the Snohomish River. The current Interlocal Agreement replaces the previous the agreement that will expire in December.

**Recommendation (exact action requested of Council):**

Authorize the Mayor to sign the five-year Interlocal Agreement with Marshland Flood Control District and Snohomish County.

**THE COUNTY:**

Snohomish County, a political subdivision of the State of Washington

By \_\_\_\_\_  
County Executive Date

**Approved as to Form:**

Kasting,  
Justin  
Deputy Prosecuting Attorney

Digitally signed by  
Kasting, Justin  
Date: 2024.09.26  
09:35:42 -07'00'

**THE CITY:**

The City of Everett, a Washington municipal corporation

By \_\_\_\_\_  
Date  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**THE DISTRICT:**

Marshland Flood Control District, a special purpose district formed under the authority of chapter 86.09 RCW

By Don Bailey  
Name: Don Bailey  
Title: Chairperson of District Commissioners

By Marv Thomas  
Name: Marv Thomas  
Title: Commissioner

By Tim Stocker  
Name: Tim Stocker  
Title: Commissioner

**Approved as to Form:**

Gary Brink  
Attorney for the District

**Project title:** Adopt Ordinance Relating to Changes in the City of Everett’s Procurement Policy Regarding Contractors and Service Providers Who Have Engaged in Wage Theft

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing & Action  
Proposed action 10/23/24  
Proposed action 10/30/24  
Consent  
Action 11/06/24  
Ordinance X  
Public hearing  
Yes x No

**Budget amendment:**  
Yes x No

**PowerPoint presentation:**  
Yes x No

**Attachments:**  
Proposed Ordinance

**Department(s) involved:**  
Legal (Drafting/Review)

**Contact person:**  
Paula Rhyne

**Phone number:**  
425-359-8134

**Email:**  
prhyne@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Consideration:** Ordinance Relating to Changes in the City of Everett’s Procurement Policy Regarding Contractors and Service Providers Who Have Engaged in Wage Theft

**Project:** Ordinance

**Preceding action:** N/A

**Fund:** N/A

**Fiscal summary statement:** None

**Project summary statement:**

For public works contracts, state law (RCW 39.04.350(1)(g)) prohibits the City from awarding to contractors who, during the previous three years, have been found by Labor & Industries or a court to have willfully violated any provision of RCW chapters 49.46 (Minimum wage), 49.48 (Wage Payment), or 49.52 (Wage Deductions). The state law requires bidders to submit a certification to the City that they have no such violations during the past three years, and by state law the City is entitled to rely on those certifications in making an award.

The proposed ordinance adds a section to the City Procurement Policy to add additional protection above the state law “floor” as follows:

- For public works contracts, the state law three-year period is extended to five years. (Note: “public works contracts” refers to all contracts for construction, repair, maintenance, etc.)
- The ordinance says that the five-year period applicable public works contracts will also apply to all other services contracts (such as, for example, professional services agreements) that are in excess of \$10,000.
- City staff will verify contractor/service provider certifications by using L&I online employer look-up tools as such tools are available.

**Recommendation (exact action requested of Council):** Adopt Ordinance Relating to Changes in the City of Everett’s Procurement Policy Regarding Contractors and Service Providers Who Have Engaged in Wage Theft.



**ORDINANCE NO.** \_\_\_\_\_

**An ORDINANCE Relating to Changes in the City of Everett’s Procurement Policy Regarding Contractors and Service Providers Who Have Engaged in Wage Theft**

**WHEREAS,**

- A. The City of Everett is committed to ensuring the best quality of life possible for our residents.
- B. The City of Everett is also committed to fiscal responsibility and prudent budgetary practices.
- C. Wage theft is a crime and occurs when employers do not pay workers what they are legally entitled to according to the law or their work agreement. Wage theft can come in the form of paying workers less than minimum wage, failing to compensate for overtime, requiring workers to work uncompensated before or after their shifts, taking illegal deductions from wages, misclassifying employees to pay a lower wage, confiscating rightly earned tips, and other forms.
- D. The prevalence of wage theft harms workers’ quality of life, diminishes their ability to provide for their household, and inhibits their participation in the local economy. It also harms workers and businesses that do follow the law by placing them at a disadvantage if a competitor keeps their costs artificially low because they are withholding payments from their workers.
- E. If a worker is subject to wage theft, they may file a complaint with the Department of Labor and Industries to ask for an investigation. In some cases, an employer is found to have willfully engaged in wage theft if they have engaged in, “a knowing and intentional action that is neither accidental nor the result of a bona fide dispute,” (RCW 49.48.082(13)).
- F. The City of Everett has identified the need to ensure that unscrupulous employers who are willful violators of wage laws are not rewarded with City contracts, and instead should be supporting fair, ethical, and legal business practices that sustain a thriving economy.
- G. The City of Everett has determined that the City’s Procurement Policy & Federal Emergency Contracting Policy (400-20-04) should be amended to provide additional protections regarding wage theft.

**NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:**

**Section 1.** A new Section is added to the City of Everett Procurement Policy entitled “Wage Theft Protections” as follows:

**WAGE THEFT PROTECTIONS**

The City recognizes that state law regarding public works contracts (RCW 39.04.350(1)(g) and (2)) provides certain wage theft protections as follows:

RCW 39.04.350(1)(g): “Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works

project. The bidder must: . . . Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW."

RCW 39.04.350(2): "Before award of a public works contract, a bidder shall submit to the contracting agency a signed statement in accordance with chapter 5.50 RCW verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement of subsection (1)(g) of this section. A contracting agency may award a contract in reasonable reliance upon such a sworn statement."

The City has determined that, in addition to the state law requirements, it will implement the following wage theft protections:

Public Works Contracts. In its bid solicitations for public works contracts, the City will, unless the project funding source requires otherwise, include (by supplemental responsibility criterion under RCW 39.04.350(3) or other provision) a bidder responsibility requirement that is substantively the same as RCW 39.04.350(1)(g) and (2), except that the applicable time period shall be the five-year period immediately preceding the date of the bid solicitation.

Other Services Contracts. With respect to contracts or purchase orders for services other than public works (such as, for example, professional services agreements) in excess of \$10,000, the City will as practical apply a responsibility/qualification requirement for willful wage violations substantively the same as RCW 39.04.350(1)(g) and (2). The procuring City department will as practical require that the City-service provider contract or the City-issued purchase order contain a provision stating that the service provider, by executing the contract or accepting the purchase order, certifies that it has not, within the preceding five-year period, been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. The City may reasonably rely on such certifications.

Substantially Identical Entity. The bidder and service provider certification(s) will provide that the certification(s) cover any entity, however organized, with substantially identical operations, corporate, or management structure as bidder or service provider.

City Validation. To the extent practical, City staff will independently validate verifications and certifications from contractors and service providers by using online employer-lookup tools provided by the Washington Department of Labor and Industries. City staff is not required to maintain file records of validations.

Untrue Certifications. Submission of an untrue certification by a bidder or service provider is cause for contract termination.

**Section 2.** The City Clerk and the codifiers of this Ordinance are authorized to make necessary

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

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

**Section 4.** The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

**Section 5.** It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

\_\_\_\_\_  
Cassie Franklin, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

PASSED: \_\_\_\_\_

VALID: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

**Project title:** An ORDINANCE updating the City of Everett's Amendments to the International Property Maintenance Code, amending EMC 16.09.010

**Council Bill #**

CB 2410-29

**Agenda dates requested:**

Briefing  
1<sup>st</sup> Reading 10/23/24  
Proposed action 10/30/24  
Action 11/06/24  
Ordinance X  
Public hearing  
Yes x No

**Budget amendment:**

Yes x No

**PowerPoint presentation:**

Yes x No

**Attachments:**

Ordinance

**Department(s) involved:**

Public Works  
Admin  
Legal

**Contact person:**

Tony Lee

**Phone number:**

425-257-8812

**Email:**

tlee@everettwa.gov

**Initialed by:**

RLS

Department head

Administration

Council President

**Project:** Adoption of Amendments to 2021 International Property Maintenance Codes (IPMC)

**Partner/Supplier:** N/A

**Location:** Citywide

**Preceding action:** Ordinance update of EMC [16.09.010](#) ([3196-10](#), adopted 11/17/10)

**Fund:** N/A

**Fiscal summary statement:**

The purpose of this Ordinance is to amend EMC 16.09.010, so that the Everett-specific amendments are updated with consideration of the 2021 IPMC.

**Project summary statement:**

In 2021, an updated version of the International Property Maintenance Code ("IPMC") was published by the International Code Council, Inc. The 2021 IPMC has some different code chapters than the 2018 IPMC.

Under [Chapter 16.005 EMC](#), the 2021 IPMC was automatically adopted by Everett when the 2021 IMPC became effective.

[EMC 16.09.010](#) contains the Everett-specific amendments to the IPMC. The purpose of this Ordinance is to amend EMC 16.09.010, so that the Everett-specific amendments are incorporated into the 2021 IPMC.

**Recommendation (exact action requested of Council):**

Adopt the amendment to Ordinance 3196-10 (International Property Maintenance Code) (EMC 16.09.010).



**ORDINANCE NO. \_\_\_\_\_**

**An ORDINANCE updating the City of Everett’s amendments to the International Property Maintenance Code, amending EMC 16.09.010**

**WHEREAS,**

- A.** In 2021, an updated version of the International Property Maintenance Code (“IPMC”) was published by the International Code Council, Inc. and contained differences from the 2018 IPMC.
- B.** Under Chapter 16.005 of the Everett Municipal Code, the 2021 IPMC was automatically adopted by Everett when it became effective.
- C.** Section 16.09.010 of the Everett Municipal Code contains Everett-specific amendments to the IPMC. The purpose of this Ordinance is to repeal and replace EMC 16.09.010, making Everett-specific amendments consistent with the 2021 IPMC.

**NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:**

**Section 1.** Section 16.09.010 of the Everett Municipal Code, as currently written, is repealed in its entirety.

**Section 2.** A new Section 16.09.010 of the Everett Municipal Code is adopted as follows:

- A.** Section 101.1 of the IPMC is hereby replaced with the following:

These regulations shall be known as the International Property Maintenance Code of the City of Everett, hereinafter referred to as “this code.”

- B.** Sections 103.1, 103.2, and 103.3 of the IPMC are hereby replaced with the following:

103.1 Enforcement Procedures. The provisions of this chapter are enforced as provided in Chapter 1.20 of the Everett Municipal Code (“EMC”).

103.2 Enforcement Personnel.

103.2.1 Code Official. Consistent with Chapter 16.005, EMC, the City's "code official," as used by this code, is the City's Building Official. For the purposes of Chapter 1.20, EMC, the City's Building Official is also a "code enforcement officer."

103.2.2 Code Enforcement Unit Supervisor. The Code Enforcement Unit Supervisor shall be the City Building Official's designated agent and shall hold, in common with the Building Official, all authorities, powers, and responsibilities under this code. The Code Enforcement Unit Supervisor is both a code official for the purposes of this code and a code enforcement officer for the purposes of Chapter 1.20, EMC. Notwithstanding any language in this code, the Building Official is authorized to enforce the provisions of this code, and the Code Enforcement Unit Supervisor exercises authority and responsibility under the direction of the Building Official.

103.2.3 Code Enforcement Officers. Day-to-day implementation, administration, and enforcement of this code shall be by the City's Code Enforcement Unit under the oversight and direction of the Code Enforcement Unit Supervisor. Individuals hired to serve as the unit's Code Enforcement Officers shall have the powers delegated to them by the City's Building Official or Code Enforcement Unit Supervisor.

C. Section 105.5 of the IPMC is hereby deleted in its entirety and replaced with the following:

All notices and orders issued under this code shall be in issued as set forth in Chapter 1.20, EMC.

D. Sections 107 and 108 of the IPMC are hereby replaced with the following:

#### SECTION 107 MEANS OF APPEAL

107.1 Means of Appeal. Appeals are governed by the provisions of Chapter 1.20, EMC.

E. Sections 109.2 through 109.5 of the IPMC are hereby deleted in their entirety.

F. Section 111.4 of the IPMC, including Sections 111.4.1 and 111.4.2, is hereby deleted in its entirety.

G. Sections 112.5 and 112.6 of the IPMC are hereby deleted in their entirety.

H. Section 113.1 of the IPMC is hereby replaced with the following:

When, after review of a structure, the code official's judgment is that the structure is vacant, unsecured, and creating a public nuisance or so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary, or otherwise unfit for human habitation or occupancy, the code official shall order the owner of the premises upon which the structure is located, or the owner's authorized agent, as follows:

If the code official's judgment is that it is unreasonable to repair the structure; to demolish and remove such structure; or

If the code official's judgment is that the structure is capable of being made safe by repairs; to repair and make safe and sanitary or to board up and hold for future repair or to demolish and remove at the owner's option; or

If the code official's judgment is that there has been a cessation of normal construction of any structure for a period of more than two years; to demolish and remove such structure, or board up until future use.

Boarding the building up for future repair shall not extend beyond one year, unless approved by the code official.

I. Section 113.2 is hereby deleted in its entirety.

J. The following definition is added to Section 202, "General Definitions," of the IPMC:

**"PUBLIC NUISANCE."** Any condition which annoys, injures, interferes with or endangers the comfort, repose, health or safety of others and affects the rights of a community or neighborhood although the extent of the damage may be unequal.

K. Sections 302.4, 302.6, 302.8, and 302.9 of the IPMC are hereby deleted in their entirety.

L. Section 304.2 of the IPMC is hereby replaced with the following:

When it is discovered that the lack of protective treatment is causing or has caused deterioration to exterior wood or metal surfaces, the code official has the authority to

determine the level of deterioration of the exterior wood or metal surfaces.

M. Section 304.14 of the IPMC is hereby deleted in its entirety.

N. Section 304.17 of the IPMC is hereby deleted in its entirety.

O. Section 404.3 of the IPMC is hereby replaced with the following:

Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a minimum clear ceiling height of 6 feet 8 inches (2033 mm).

**Exceptions:**

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not greater than 6 inches (152 mm) below the required ceiling height.
2. Attic and basement rooms in one- and two-family dwellings having a minimum finished ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts, and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 6 feet 8 inches (2033 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

P. Section 606.2 of the IPMC is hereby updated with the following:

**606.2 Elevators.** In buildings equipped with passenger elevators, not less than one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

Exception: If it can be shown that the building could be constructed under the currently adopted building codes, without requiring an elevator, then an existing elevator would

be allowed to be removed.

Q. Appendix A of the IPMC is adopted in its entirety.

R. Appendix B of the IPMC is not adopted.

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

EMC Amended by this Ordinance	Ordinance History of EMC Amended by this Ordinance
EMC 16.09.010	Part 8, Section 1 of Ordinance 3196-10

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

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

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

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

---

Cassie Franklin, Mayor

ATTEST:

\_\_\_\_\_  
Marista Jorve, City Clerk

PASSED: \_\_\_\_\_

VALID: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

**Project title:** A Resolution Declaring Property Located at 1301 Lombard as Surplus and Establishing Procedures for its Sale and Disposition

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent  
Action 10/30/24  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Resolution

**Department(s) involved:**

Administration  
Legal

**Contact person:**

Scott Pattison

**Phone number:**

425-257-7111

**Email:**

spattison@everettwa.gov

**Initialed by:**

LC

Department head

Administration

Council President

**Project:** 1301 Lombard Disposition and Sale

**Partner/Supplier:** N/A

**Location:** 1301 Lombard

**Preceding action:** Blight condemnation under RCW 35.80A, approved on [8/2/23](#); Rezone decision: [10/23/24](#)

**Fund:** CIP 4

**Fiscal summary statement:** Proceeds from a sale would be returned to the CIP 4 fund.

**Project summary statement:**

The City Council adopted an ordinance on August 2, 2023, to exercise eminent domain to condemn the Waits Motel at 1301 Lombard under the blight condemnation statute, [RCW 35.80A](#). The City took title to the property in January 2024.

Disposition of the 1301 Lombard property is governed by RCW 35.80A and [EMC 3.84](#) (the City's real property disposition code). RCW 35.80A does not restrict property uses but does require that a property transfer be "at not less than its fair market value," taking into account any covenants or other restrictions on the property. RCW 35.80A further states that the City may dispose of property to private persons only under such "reasonable, competitive procedures as it may prescribe."

The purpose of the resolution establishes the basic procedures for a sale of the 1301 Lombard property in accordance with RCW 35.80A and EMC 3.84. In a nutshell, the resolution provides that:

- The Property will be sold for not less than its fair market value, as established by independent appraisal for the Property.
- The City will market and list the Property for sale with a licensed real estate broker in a commercially reasonable manner, with the object of obtaining proposals from interested and experienced developers.
- The Property will be sold to a developer under a Property Disposition Agreement. The Property Disposition Agreement with the developer will be submitted to City Council for approval prior to closing of the sale of the Property. The Property sale will not close without City Council approval of the Property Disposition Agreement. The City Council reserves the right to reject at its sole discretion any proposed Property Disposition Agreement for the Property.
- The Property Disposition Agreement will contain a covenant that will, among other items:
  - require that the purchaser/developer's project on the Property be a townhouse project with a maximum of 16 townhouse units,
  - not to exceed three floors in height,
  - with substantial majority of all roofs with pitch at 6/12 or greater and
  - with all windows facing Lombard Avenue being multi-paned.
- If the City receives multiple proposals, developer selection will not only be based on proposed purchase price, but also based on experience, financial capacity, proposed start date, and proposed commitments to encourage owner occupancy and first-time homebuyers.

**Recommendation (exact action requested of Council):**

Adopt the Resolution declaring property located at 1301 Lombard as Surplus and establishing procedures for its sale and disposition.



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION Declaring Property Located at 1301 Lombard as Surplus and Establishing Procedures for its Sale and Disposition**

**WHEREAS,**

- A. Pursuant to chapter 35.80A RCW, the City in early 2024 acquired real property then commonly known as the Waits Motel. This real property is located at 1301 Lombard Ave., Everett, Washington, Assessor's Parcel Number 29051700301400, with legal description as follows:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE QUARTER CORNER BETWEEN SECTIONS 17 AND 18 OF SAID TOWNSHIP AND RANGE;

THENCE EASTERLY ON CENTER LINE OF SAID SECTION 17, 966.57 FEET TO WEST LINE OF ALLEY BETWEEN BROADWAY AND LOMBARD IN CITY OF EVERETT;

THENCE ANGLE RIGHT 90°36' FOR 28.39 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE ON SAME STRAIGHT LINE FOR 200 FEET;

THENCE ANGLE RIGHT 90°, 120 FEET;

THENCE ANGLE RIGHT 90°, 200 FEET;

THENCE ANGLE RIGHT 90°, 120 FEET TO THE TRUE POINT OF BEGINNING.

This real property, together with all improvements thereon and easement(s) thereto, is referred to as the 'Property' in this Resolution.

- B. The Everett City Council finds and determines that (1) the Property is not required for City purposes and is, therefore, declared to be surplus; (2) the Property should be disposed of in accordance with the procedures stated in this resolution; and (3) City is acting in compliance with the City Charter and the requirements of chapter 35.80A RCW and chapter 3.84 EMC.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

**Section 1.** The "WHEREAS" provisions of this resolution shall constitute findings, determinations, and conclusions of the City Council, which are incorporated by reference as if fully set forth herein. The Property is no longer required for City purposes and sale of the Property is in the best interests of the City, and is, therefore, declared to be surplus property.

**Section 2.** The City Council authorizes the sale of the Property according to the following prescribed reasonable competitive procedures, which the City Council deems appropriate and in the best public interest:

- a) The Property will be sold for not less than its fair market value, as established by written independent appraisal for the Property.
- b) The City will market and list the Property for sale with a licensed real estate broker in a commercially reasonable manner, with the object of obtaining proposals from interested and experienced developers.
- c) The Property will be sold to a developer under a Property Disposition Agreement. The Property Disposition Agreement with the developer will be submitted to City Council for approval prior to closing of the sale of the Property. The Property sale will not close without City Council approval of the Property Disposition Agreement. The City Council reserves the right to reject at its sole discretion any proposed Property Disposition Agreement for the Property.
- d) The Property Disposition Agreement will contain a covenant that will, among other items, require that the purchaser/developer's project on the Property be a townhouse project with a maximum of 16 townhouse units, not to exceed three floors in height, with substantial majority of all roofs with pitch at 6/12 or greater and with all windows facing Lombard Avenue being multi-paned.
- e) If the City receives multiple proposals from developers, selection between them will not only be based on proposed purchase price, but also based on developer experience, financial capacity, proposed start date, proposed commitments to encourage owner occupancy and first-time homebuyers, and other relevant factors, all in accordance with applicable law.

**Section 3.** The Property has certain associated easements (including those recorded under Auditor's File No. 8209130157 and under Auditor's File No. 8302220223) that are no longer needed for the Property. The City's Real Property Manager is authorized to release those easements to the underlying landowner(s) in accordance with applicable law separately from the transaction(s) described in the Section 2 above.

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Councilmember introducing resolution

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2024.

---

Council President



RESOLUTION



## City Council Agenda Item Cover Sheet

**Project title:** South Everett Economic Development Strategic Plan Update

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing 10/30/24

Proposed action

Consent

Action

Ordinance

Public hearing

Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

X Yes No

**Attachments:**

Initial findings

**Department(s) involved:**

Economic Development

**Contact person:**

Dan Eernisse, Director  
Economic Development

**Phone number:**

425-257-8681

**Email:**

deernisse@everettwa.gov

**Initialed by:**

DME

Department head

Administration

Council President

**Project:** South Everett Economic Development Strategic Plan

**Partner/Supplier:** EconNW Consultant Team

**Location:** South Everett, including portions of unincorporated Snohomish County

**Preceding action:** Approval to use ARPA funding

**Fund:** Covid Relief Program: Fund 155, Subfund 325

**Fiscal summary statement:**

In 2023 Council designated the use of \$200,000 of ARPA funding for this project.

**Project summary statement:**

South Everett is home to the largest manufacturing facility in the world, the newest commercial airport in the state, the highest concentration of Spanish-speaking residents in Snohomish County, and among the lowest urban housing costs in the greater Seattle metroplex. Sound Transit's Everett Link Extension is planning to invest billions of dollars in South Everett, further transforming the area's economy and landscape with four light rail stations and Sound Transit's massive north operation and maintenance facility.

While these factors will bring unprecedented economic opportunities to South Everett residents and business owners, enthusiasm is mixed with significant concerns about displacement and change. The city recognized the need to help shape the economic future of South Everett to be as equitable and sustainable as possible. To support that goal, Council authorized use of ARPA funds to contract with a consulting team to assist in crafting a South Everett Economic Development Strategic Plan. Since January 2024, EconNW has led the consulting team that is working closely with city staff to shape actionable recommendations that help shape this generational opportunity facing South Everett.

To date, the EconNW team has mined available data, conducted original research, conferred with city staff, explored infrastructure needs, and sought input from stakeholder groups to gain a clear understanding of South Everett's strengths, opportunities, deficiencies, and obstacles. Today's briefing will provide Council with a mid-process update to facilitate Council understanding of the work to date.

**Recommendation:**

No formal recommendation or action will be requested. The briefing is for information only.



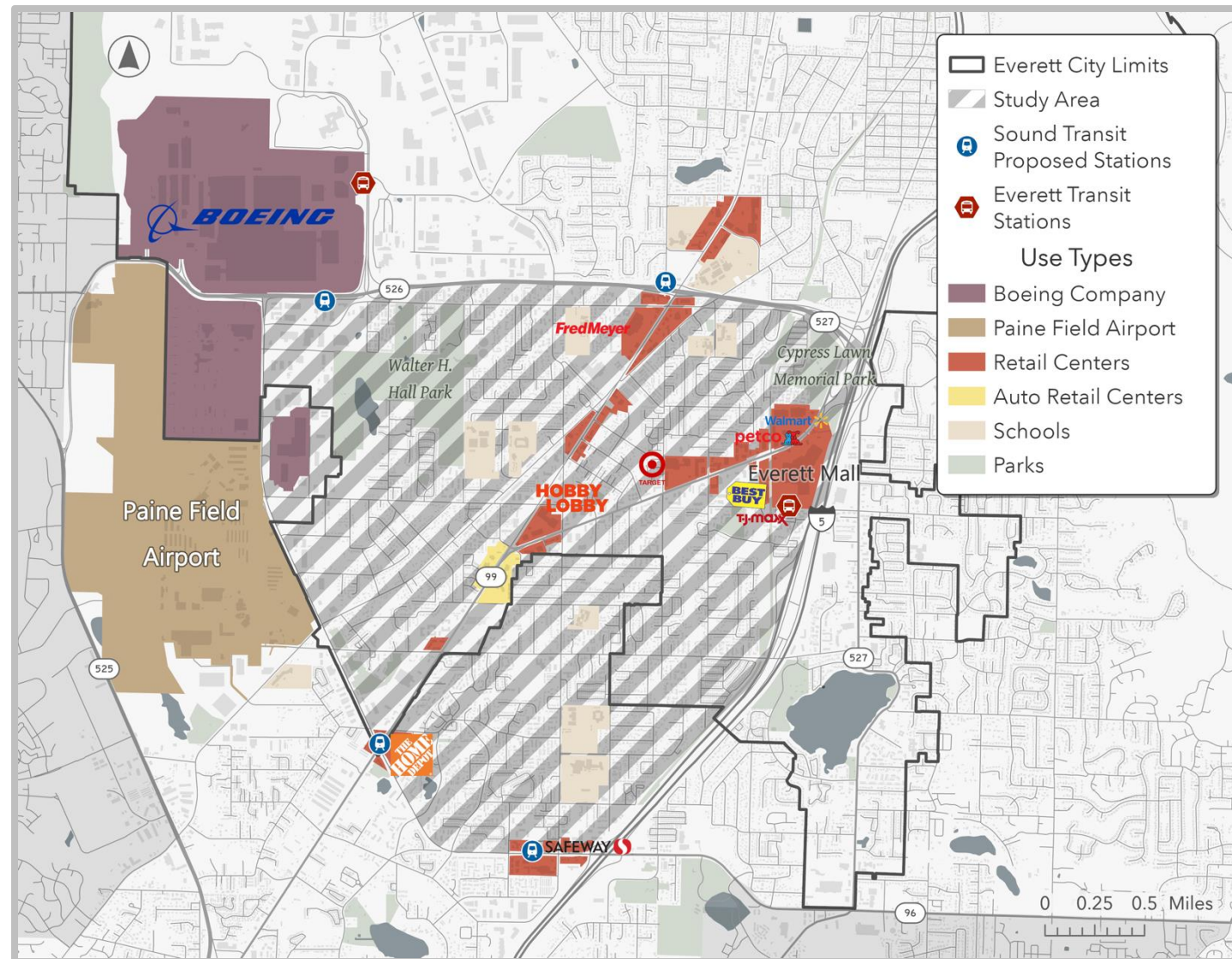
# South Everett Economic Development Study

Existing Conditions

October 2024



# Focus Area: Casino Road, Evergreen, Airport Rd



# Goals: Diverse, Resilient Economy



Promote inclusive economic growth that benefits all residents of South Everett.



Create pathways for high-wage employment opportunities in the region.

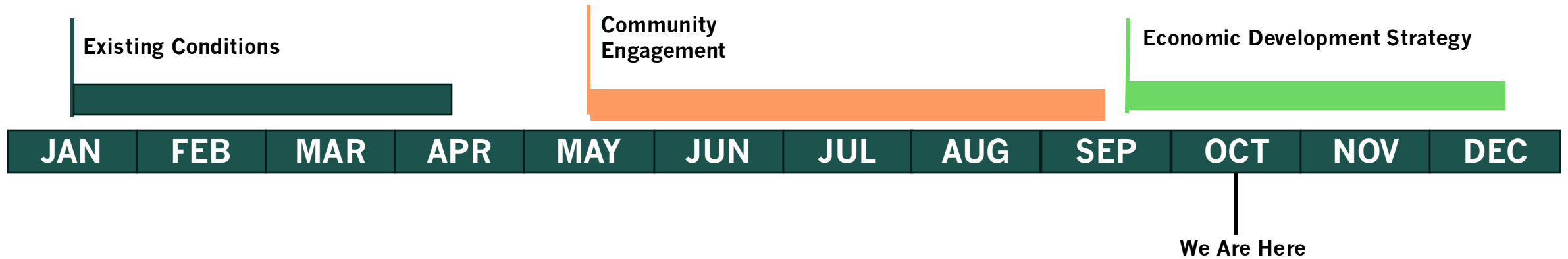


Address and mitigate potential displacement risks due to transit expansion.



Explore opportunities to optimize the use of public land for equitable development.

# Timeline: Turning Analysis to Actions



## Goals



## **What Does the Data Tell Us?**

# More Diverse, Lower Income

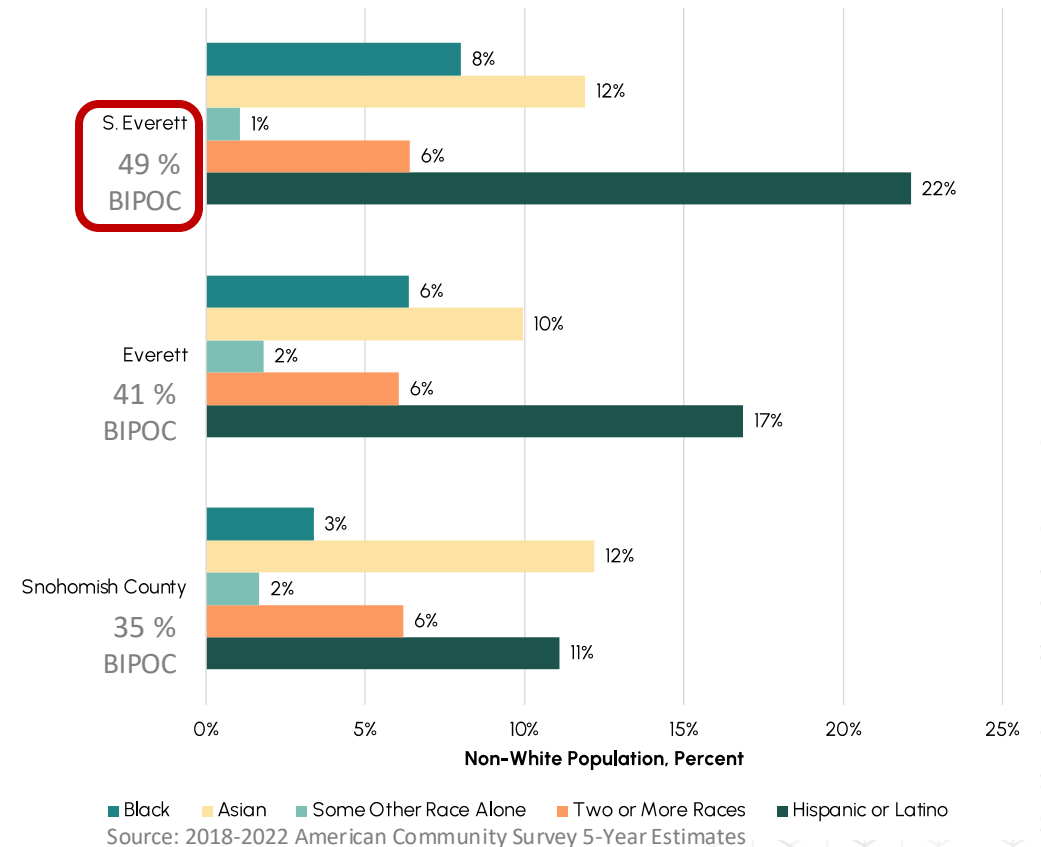
## Median Household Income **\$67,195**

Snohomish County: \$104,083, Everett: \$77,806

	Snohomish County	Everett City	S. Everett
Population	828,337	110,847	48,723
Households	307,643	43,840	20,018
Average Household Size	2.66	2.44	2.42
Owner-occupied Homes	210,931	21,267	7,160
Percent Owner-Occupied Homes	69%	49%	36%
Renter-Occupied Homes	96,712	22,573	12,858
Percent Renter-Occupied Homes	31%	51%	64%
Per Capita Income	\$49,215	\$40,215	\$34,711

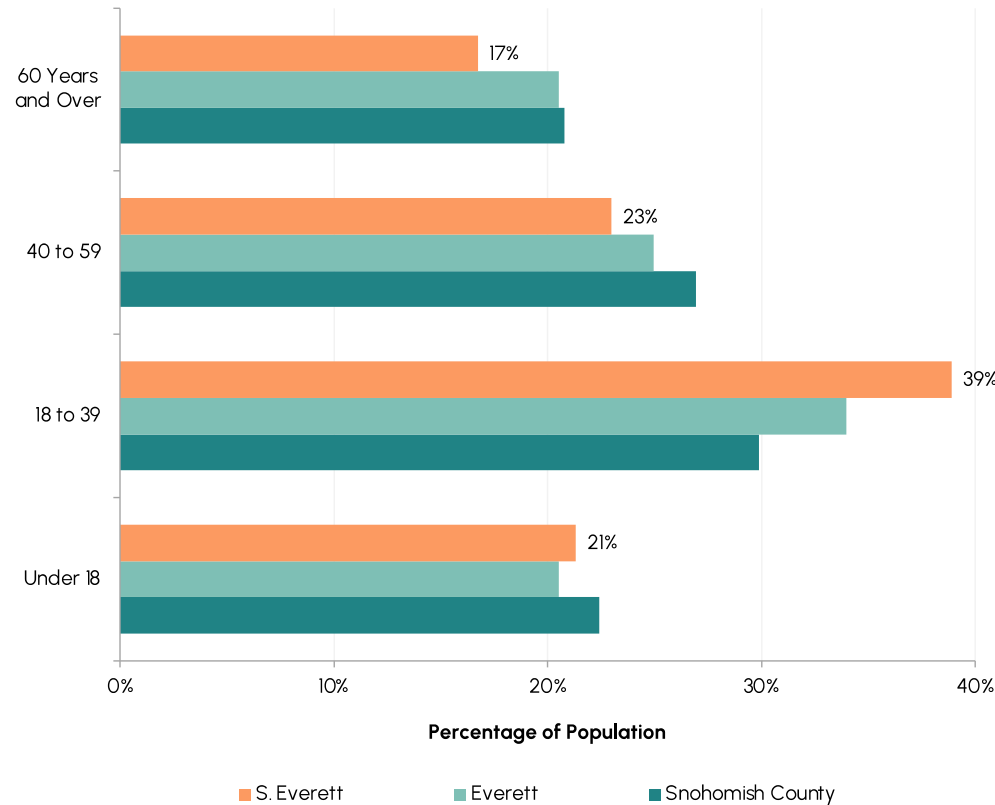
Source: 2018-2022 American Community Survey 5-Year Estimates

## Composition of BIPOC population



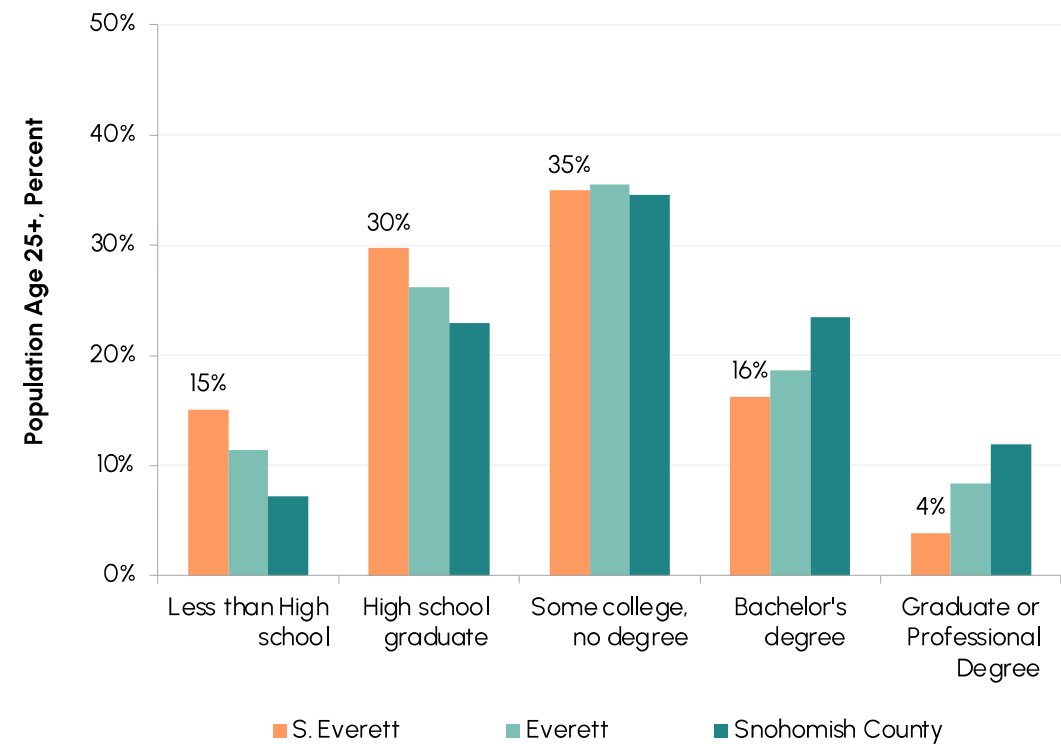
# Younger Population, Less Educated

**39%** of the S. Everett population is between age 18-39



Source: 2018-2022 American Community Survey 5-Year Estimates

**20%** of the S. Everett population achieved a Bachelor's degree or more



# More Service Workers, Less Manufacturing

## Unemployment Rate

# 7.4%

Snohomish County: 3.6%, Everett: 3.9%

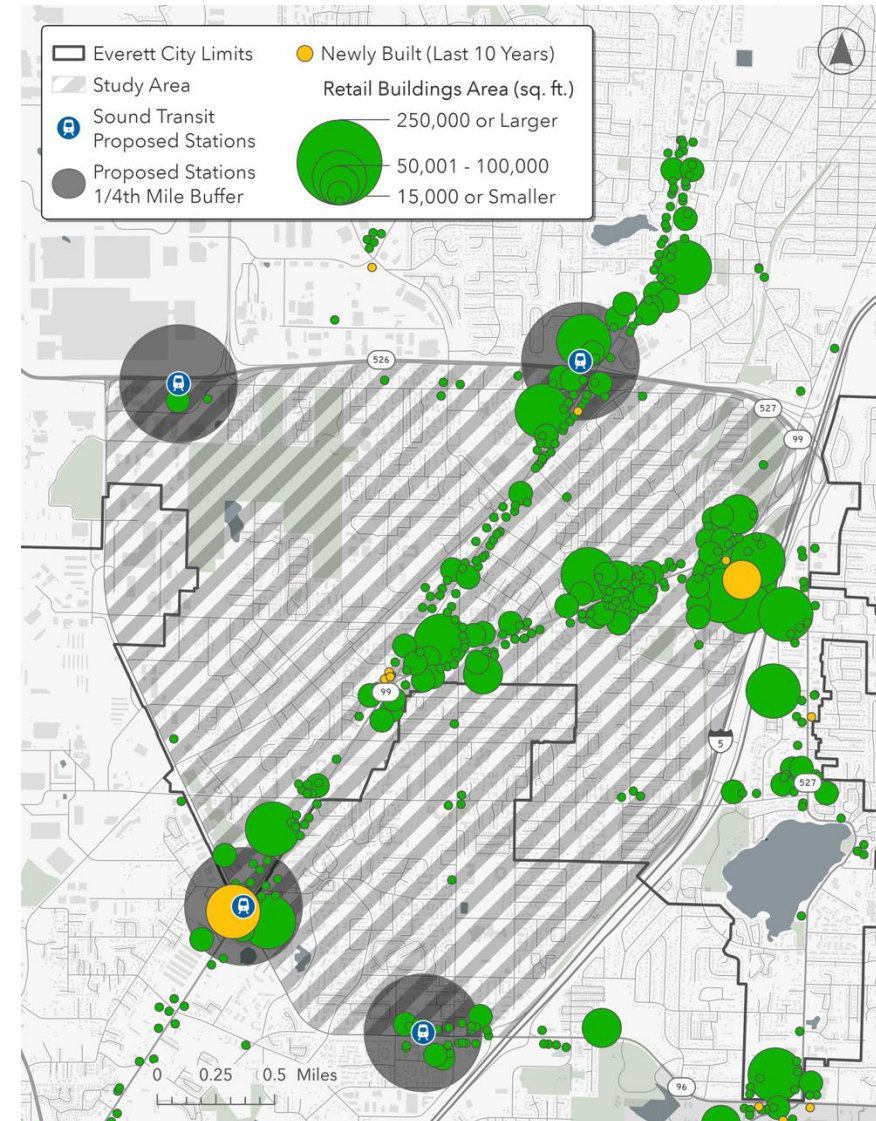
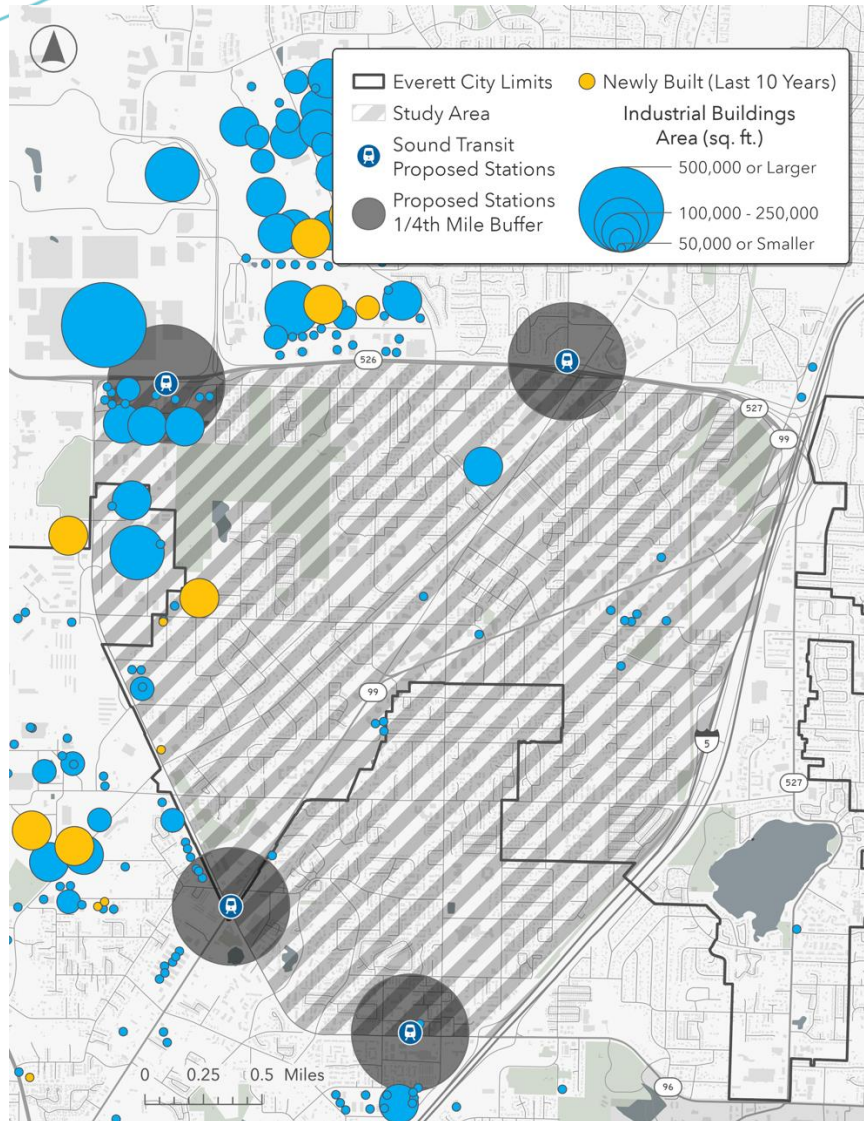
### South Everett Employment

Industry	# Jobs	% of Jobs
<b>Good Producing</b>	<b>855</b>	<b>6%</b>
Construction and Resources	718	5%
Manufacturing	137	1%
<b>Service Producing</b>	<b>14,228</b>	<b>94%</b>
Finance, Insurance, and Real Estate	482	3%
Retail	3,530	23%
Services	6,080	40%
Wholesale Trade, Transportation, and Utilities	1,318	9%
Government	676	4%
Education	2,142	14%
<b>Total</b>	<b>15,083</b>	<b>100%</b>

### Everett Employment

Industry	# Jobs	% of Jobs
<b>Good Producing</b>	<b>34,517</b>	<b>38%</b>
Construction and Resources	3,329	4%
Manufacturing	31,188	35%
<b>Service Producing</b>	<b>55,600</b>	<b>62%</b>
Finance, Insurance, and Real Estate	2,521	3%
Retail	7,039	8%
Services	28,805	32%
Wholesale Trade, Transportation, and Utilities	7,012	8%
Government	5,560	6%
Education	4,663	5%
<b>Total</b>	<b>90,117</b>	<b>100%</b>

# Industrial Employers vs. Retail Corridors



# More Affordable (but not by much for renters)

AVERAGE RENT

**\$1,840**

CITY OF EVERETT

**\$1,910**

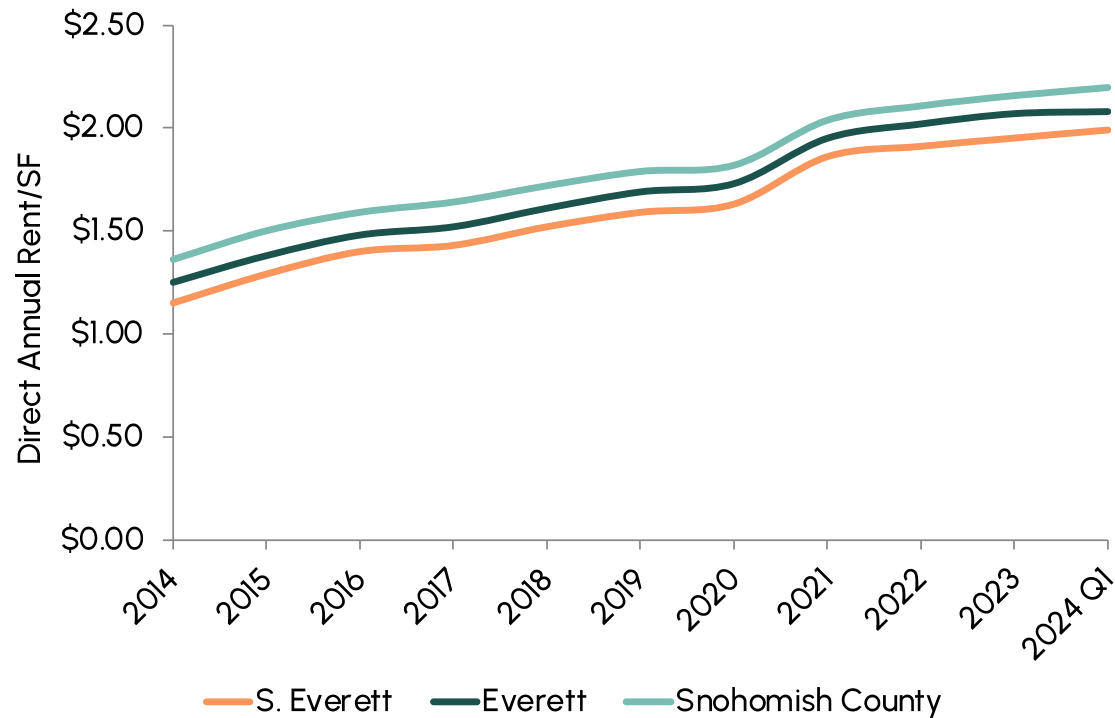
MEDIAN SALE PRICE

**\$400,000**

CITY OF EVERETT

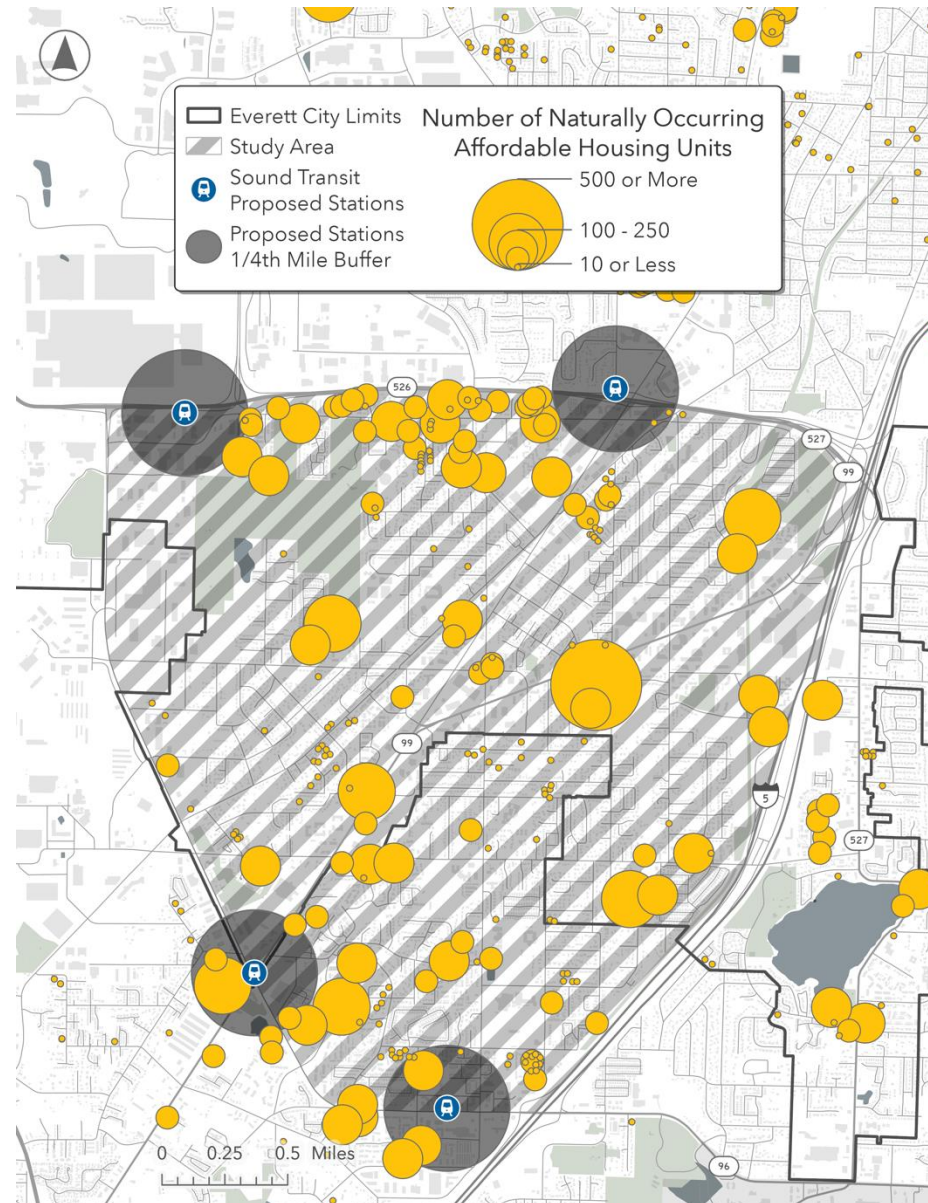
**\$600,000**

## MULTIFAMILY RENTS



- Currently, **56%** of Everett householders are renters while **44%** are homeowners.
- Just under half of all Everett households are cost-burdened with nearly one-quarter paying over half of their income to rent.

# Naturally Occurring Affordable Housing Exists, For Now



# Centre Pointe Greens: A Common Case Study

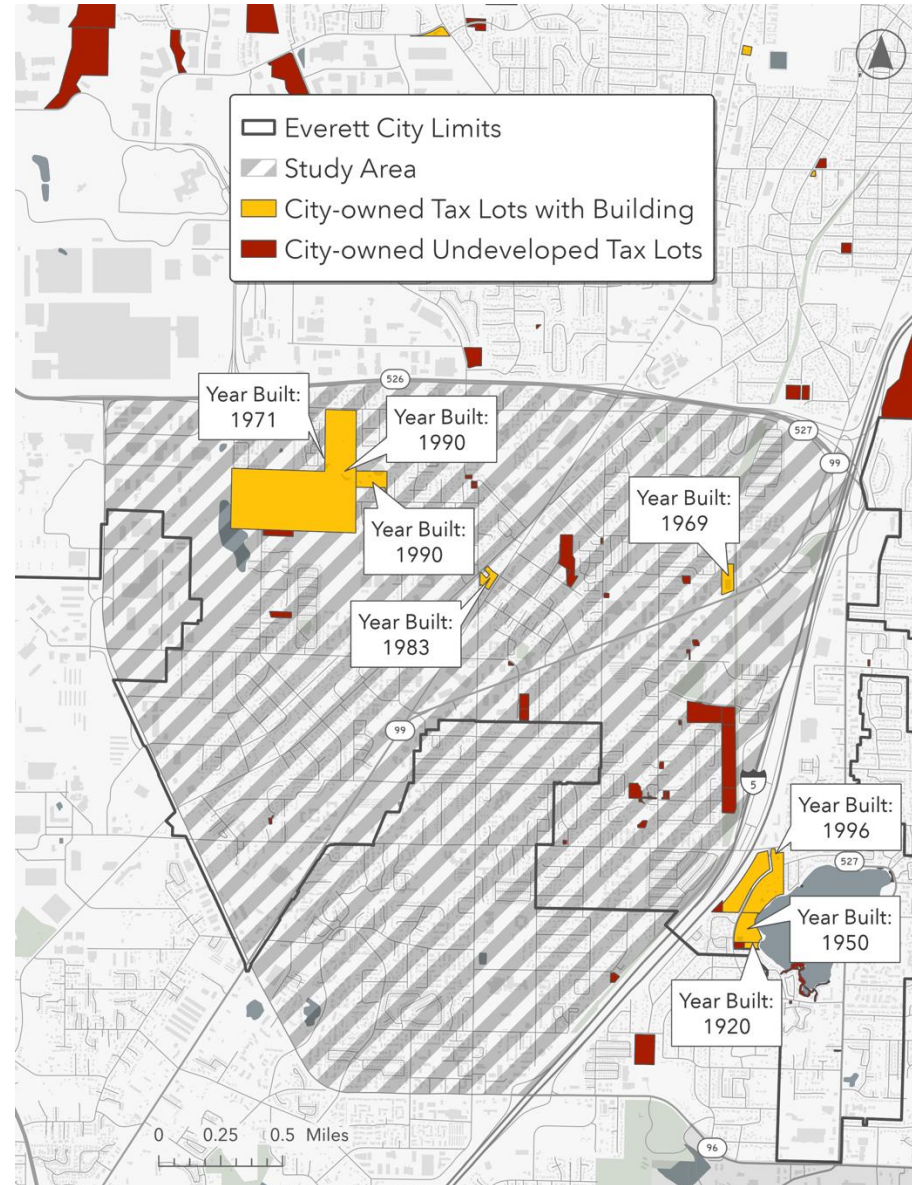
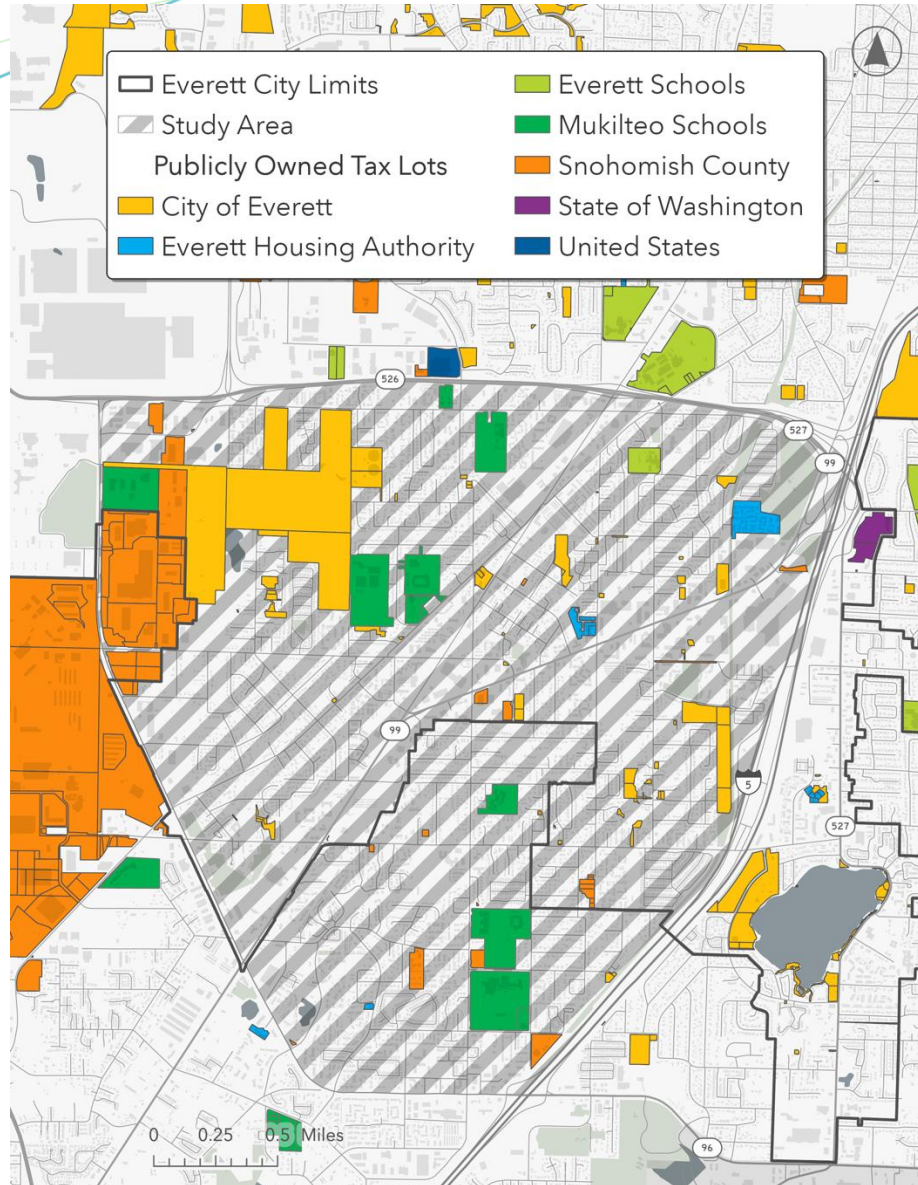
- ***“Currently, no projects exceeding 100 units are under construction in Everett, positioning the property to benefit from a projected supply shortage over the next five years,’ said CBRE’s Hanacek.”***



- **Property:** 186-unit garden-style multifamily in Everett, WA
- **Buyer:** Undisclosed
- **Status:** Recent sale. The majority of the units at Centre Pointe Greens have been updated and are achieving rent premiums.
- **Location:** 8600 18th Ave. W
- **Built:** 1990; Features updated one-, two-, and three-bedroom units (avg. 835 sq. ft.)
- **Amenities:** Renovated fitness center, clubhouse, indoor pool/spa, playground, dog park
- **Surroundings:** Adjacent to Kasch Park and Walter E. Hall Park and Golf Course

Source: [https://www.connectcre.com/stories/cbre-facilitates-sale-of-186-unit-everett-mf-property/?utm\\_medium=email&\\_hsmi=324606903&utm\\_content=324606903&utm\\_source=hs\\_email](https://www.connectcre.com/stories/cbre-facilitates-sale-of-186-unit-everett-mf-property/?utm_medium=email&_hsmi=324606903&utm_content=324606903&utm_source=hs_email)

# City Assets: Publicly Owned Parcels



## **What Did People Tell Us?**

## Takeaways:

- **Automation & Upskilling**: Employers emphasize the need for automation preparedness and hands-on training.
- **On-the-Job Training**: Expanding apprenticeships and alternative training pathways.
- **Collaboration & Coordination**: Greater coordination between employers, workforce programs, and support services is needed.

## Considerations:

- **City as Convener**: Foster employer-program relationships for stronger workforce alignment.
- **City as Connector**: Link new industries with local training programs to build a sustainable employment pipeline.

# Small Business Assistance

## Takeaways:

- **Public Safety Issues:** Vandalism, drug addiction, and break-ins are major concerns for small businesses.
- **Supportive Business Community:** Businesses report a generally positive, stable environment, with good neighboring relationships.
- **Resource Needs:** Businesses seek reliable internet, access to loans, and support with navigating permits.

## Considerations

- **Establish a Business Improvement District or CDC** to address safety, cleanliness, and shared services.
- **Create a Merchant Association or local Chamber** to provide small businesses a central voice and be a conduit to resource providers.

# Inclusive Development in South Everett

## Takeaways:

- **Significant Housing Need:** Strategic redevelopment could help meet South Everett's need for new housing.
- **Underutilized Assets:** Public land is not reaching its full potential in terms of community value, particularly for local residents.
- **Connectivity & Green Space:** Leveraging transit improvements for new mixed-use developments and access to green.

## Considerations:

- **Further Urban Planning Process** to explore feasibility and geographic scope, engage public and create redevelopment guidance.



## Takeaways:

- **Strategic Location & Growth Barriers:** Paine Field and Boeing are key assets, but infrastructure limits growth for certain industries.
- **Workforce Recruitment Challenges:** Local talent is strong but attracting high-end R&D talent is difficult due to cost of living.
- **Need for Faster Processes:** Slow permitting and infrastructure adjustments hinder company expansion.

## Considerations:

- **Build an Innovation Ecosystem:** Create tailored incentives, shared facilities, and support for high-tech R&D sectors.
- **Speed Up Permitting:** Continue to streamline processes for quicker approvals, reducing delays for fast-growing companies.

## Challenges:

- Maintaining affordability
- Pathways to better wage jobs
- Safe small business environment
- Hurdles for high-growth companies

## Assets to Leverage:

- Developable sites in public control
- High-wage employers with existing workforce programs
- Strong small business community
- Premier innovation companies in aviation and energy

# A Four-Pronged Strategy





## EVERETT CITY COUNCIL Public Comment Form

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

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

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

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

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

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

DATE: 10-30-24

NAME (required): Steve Reed

CITY (required): Monroe ZIP (required): 98272

EMAIL (optional): src17601@gmail PHONE (optional): 360-794-9200

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: WATER meter Removal



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DATE: 10-30-24

NAME (required): Ethan Pfeil

CITY (required): GRANITE FALLS ZIP (required): 98252

EMAIL (optional): \_\_\_\_\_ PHONE (optional): \_\_\_\_\_

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

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

☐ During the comment period that will follow the agenda item  
AGENDA ITEM #: 24

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