



Everett City Council Preliminary Agenda

6:30 p.m., Wednesday, January 15, 2025

City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: January 8, 2024

Mayor's Comments: Introduction Of Firefighters: Christopher Barry, Ryan Coston, Ryder Cuddington, Jarrid Griffin, Colton Honey, Corbin Jaksich, Eric Lagerwey, Jesse Langsev, Joel Semingson

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 \$5,450,098.85 For The Period Ending December 8, 2024 Through January 3, 2025.

Documents:

[RES_CLAIMS PAYABLE 1.3.25.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$6,431,229.93 For The Period Ending December 28, 2024.

Documents:

[RES_2025 RESOLUTION FOR PAYROLL PAY PERIOD 01.PDF](#)

(3) Approve The Purchase And Sale Agreement And Authorization Of The Purchase Of Property At 1st And Lenora For The Lexington-Broadway Stormwater Improvements Project.

Documents:

[2024 REAL PROPERTY PSA - 5500 1ST AVENUE LLC.PDF](#)

(4) Approve The Purchase And Sale Agreement And Authorization Of The Purchase Of

Property At 9900 18th Ave. W. For The Site Of Stormwater Facilities As Part Of The 100th Street Stormwater Improvements Project.

Documents:

[2024 REAL PROPERTY PURCHASE AND SALE AGREEMENT_9900 18TH AVE W.PDF](#)

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

Documents:

[SNOPUD DISTRIBUTION EASEMENT AT COLLEGE STATION.PDF](#)

(6) Authorize The Mayor To Sign The 2024 Water Quality Grant Agreement Amendment 1 With The Washington State Department Of Ecology In The Amount Not To Exceed \$3,765,954.75.

Documents:

[WSDOE-2024 WATER QUALITY PGSF GRANT-AMEND1.PDF](#)

(7) Authorize The Mayor To Award And Sign The Timber Snag Creation Contract To Sam's Tree Care In The Amount Of \$66,240.

Documents:

[SAMS TREE CARE-CHAPLAIN GAP 2024 SNAG CREATION-AGREEMENT.PDF](#)

BRIEFING:

(8) Everett Public Library Annual Report

Documents:

[LIBRARY ANNUAL REPORT.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

- Participate remotely via Zoom by registering to speak at everettwa.gov/speakerform. You must register no later than 30 minutes prior to the meeting. You may contact the Council office 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.
- 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 or call the Council offices at 425.257.8703.

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:

That the payroll of the employees of the City of Everett as of December 28, and checks issued January 03, 2025, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	13,165.60	15,871.47
003	Legal	89,572.78	38,235.43
004	Administration	53,041.43	26,220.47
005	Municipal Court	68,831.87	44,075.24
007	Personnel	55,032.72	40,387.06
010	Finance	110,581.72	66,510.57
015	Information Technology	113,423.88	59,867.58
018	Communications and Marketing	22,043.89	9,440.27
021	Planning & Community Dev	118,185.88	48,046.18
024	Public Works	214,548.72	113,560.99
026	Animal Shelter	62,016.63	38,456.98
030	Emergency Management	9,864.81	5,341.02
031	Police	1,678,096.80	694,262.59
032	Fire	1,191,111.50	300,188.24
038	Facilities/Maintenance	98,159.73	59,010.53
101	Parks & Recreation	121,651.57	85,819.11
110	Library	111,581.25	55,144.03
112	Community Theatre	8,654.24	6,875.38
120	Street	73,791.23	53,383.20
153	Emergency Medical Services	651,379.91	155,439.84
197	CHIP	7,701.51	4,394.21
198	Community Dev Block	3,839.53	3,633.65
401	Utilities	938,125.50	533,288.01
425	Transit	509,696.45	288,058.02
440	Golf	24,620.56	10,762.93
501	Equip Rental	82,510.22	47,264.52
		<u>\$6,431,229.93</u>	<u>\$2,803,537.52</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2025.

Council President

Project title: Purchase and Sale Agreement and Authorization of the Purchase of Property at 1st and Lenora for the Lexington-Broadway Stormwater Improvements Project

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 1/15/2025
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Purchase and Sale Agreement

Department(s) involved:
Real Property
Public Works
Legal

Contact person:
Bob Leonard

Phone number:
425-257-8335

Email:
bleonard@everettwa.gov

Initialed by:
RML
Department head

Administration

Council President

Project: Purchase and Sale Agreement for property at 1st and Lenora

Partner/Supplier: 5500 S. 1st Avenue, LLC

Location: 1st and Lenora

Preceding action: N/A

Fund: 336

Fiscal summary statement:

The City has negotiated for the purchase of a vacant property at the intersection of 1st and Lenora for the site of stormwater facilities as part of the Lexington-Broadway Stormwater Improvements project. The property acquisition for the project is funded in part by a grant from the Washington Department of Ecology.

Project summary statement:

A vacant property located at 1st and Lenora was identified as a potential site for stormwater facilities as part of the Lexington-Broadway Stormwater Improvements project in 2022. After site investigation and due diligence, the City began negotiations to purchase the property and reached an agreement that is memorialized in the attached Purchase and Sale Agreement. The effective date of the Purchase and Sale Agreement is upon execution by both parties. Per the agreement, the Mayor may sign to establish the effective date and the closing of the transaction is subject to City Council approval and authorization of the sale.

Recommendation (exact action requested of Council):

Approve the Purchase and Sale Agreement and authorization of the Purchase of Property at 1st and Lenora for the Lexington-Broadway Stormwater Improvements Project.



REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this “**Agreement**”) is effective as of the date of last signature below (“**Effective Date**”), between the City of Everett, a Washington municipal corporation (“**Buyer**”), and the Seller identified below in the Basic Provisions (“**Seller**”), (individually a “**Party**” and collectively the “**Parties**”). Seller desires to sell the Property as defined below, Buyer desires to purchase such Property, and, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. BASIC PROVISIONS. The following definitions and provisions apply and are part of this Agreement:

Seller Address	5500 S. 1st Avenue, LLC
	7500 Roosevelt Way NE
	Seattle, WA 98115
	gordon@rpaseattle.com
Purchase Price	\$ 500,000
Deposit	\$ 25,000
Real Property	The Seller is the owner of the real property at Snohomish County Parcel No. 00500302800600, which is at the intersection of S. 1st Avenue and Lenora Street in Everett. The legal description of real property is attached as <u>Exhibit A</u> and incorporated herein by this reference. If the parties determine that a drawing of the real property is necessary, it will also be included as part of <u>Exhibit A</u> .
Title Company and Closing Agent	Old Republic Title, Ltd. 1604 Hewitt Avenue, Suite 701, Everett, WA 98201 Email: cs.wa@ortc.com
Feasibility Study Period	There is no Feasibility Study Period in this Agreement.
Buyer Address	Real Property Manager City of Everett 802 E. Mukilteo Blvd. Everett, WA 98203
Buyer Email Address	realproperty@everettwa.gov

<p>City Council Approval (must select one)</p>	<p><input type="checkbox"/> The Everett City Council has already approved this Agreement and authorized the purchase of the Property.</p> <p><input checked="" type="checkbox"/> Everett City Council action has not yet occurred. This Agreement terminates if the Everett City Council has not by the Closing Date approved this Agreement and authorized the purchase of the Property. If such approval and authorization for any reason does not occur by the Closing Date, then this Agreement shall terminate, the Deposit shall be returned to Buyer upon demand, and Seller and Buyer shall have no further rights or obligations hereunder except for those rights or obligations that expressly survive termination.</p>
<p>Additional Provisions</p>	<p>Seller is also the owner of nearby Snohomish County Parcel Number 00500303000100 (the "Neighboring Parcel"). The Neighboring Parcel is leased by Seller to a commercial tenant ("Seller's Tenant") pursuant to a lease between Seller and Seller's Tenant (the "Neighboring Parcel Lease"). The Seller's Tenant's employees currently park on the Real Property.</p> <p>In addition to all other representations and warranties in this Agreement, Seller warrants that, as of the Closing, the Property is not subject in any way to the Neighboring Parcel Lease.</p> <p>The Buyer will provide the Standard License to Use City Property attached to this Agreement as <u>Exhibit C</u> (the "License"), which will allow the Seller's Tenant's employees to park on the Real Property at no charge for up to two years after Closing, subject to the terms and conditions of the License. As set forth in the License, Buyer shall also provide parking space for up to eight (8) standard vehicles prior to and during construction activity on the Real Property.</p> <p>Following completed construction of City facilities on the Real Property, the Buyer shall provide renewable permits at no charge for so long as the Seller's Tenant's employees desire to continue to park in the right of way north of the improved portion of Lenora Avenue and directly to the south of the Real Property.</p> <p>Each Party will deliver a fully executed counterpart of the License as an escrow deposit under Section 8 of this Agreement.</p>

2. PROPERTY. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement, the following:

(a) Real Property. The real property located in Snohomish County, Washington, legally described as set forth on Exhibit A attached hereto, together with all Seller's right, title and interest in and to any rights, licenses, privileges, reversions and easements pertinent to the real property, including, without limitation all development rights, air rights, and water rights relating to the real property, and all rights to utilities serving the property, as well as any other easements, rights of way or appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the "**Real Property**").

(b) Tangible Personal Property. All tangible personal property owned by Seller and located on, within, over or under the Real Property that is attached or otherwise affixed to the Real Property, including without limitation all fixtures.

(c) Intangible Personal Property. All intangible personal property owned by Seller and used in the ownership, financing, operation or maintenance of the Real Property or the tangible personal property, or any portion of either. The intangible personal property includes, but is not limited to, licenses and permits issued by any federal, state, or local authorities relating to the use, maintenance, occupancy or operation of the Real Property, reports and studies, including but not limited to physical and engineering inspections, soil studies, utility and zoning studies, traffic studies, environmental assessment reports, government correspondence, orders or data relating to any hazardous materials on the Real Property and any other documented information relating exclusively to the Real Property.

The Real Property, the tangible personal property, and the intangible personal property are collectively referred to in this Agreement as the “**Property**.”

3. PURCHASE PRICE. The total purchase price (the “**Purchase Price**”) for the Property is the Purchase Price set forth in the Basic Provisions. The Purchase Price, less the credit for the Deposit paid under Section 4, shall be paid to Seller in cash or immediately available funds through escrow upon Closing

4. DEPOSIT. Within ten days after the Effective Date of this Agreement, Buyer shall deposit with Closing Agent (as defined in Section 5.1 and as set forth in the Basic Provisions) check or wire transfer of immediately available funds in the amount set forth as the Deposit in the Basic Provisions as an earnest money deposit (the “**Deposit**”). The Deposit shall be placed in an interest-bearing account and credited against the Purchase Price at Closing. All interest earned will become part of the Deposit. The Deposit shall be applied to the Purchase Price at closing. If this Agreement or the transaction described herein is terminated prior to Closing pursuant to any section hereof granting Buyer the right to terminate or any section stating that, on termination the Deposit shall be refunded to Buyer, then Closing Agent is instructed to and shall, within three (3) business days after receipt of written notice from Buyer demanding the Deposit, deliver the Deposit to Buyer (less any amount due for cancellation of escrow and/or title order). If this Agreement is terminated due to Buyer’s default or pursuant to any section hereof stating that upon termination the Deposit shall be delivered to Seller, then Closing Agent is instructed to and shall within three (3) business days after receipt of written notice from Seller demanding the Deposit, deliver the Deposit to Seller (less any amount due for cancellation of escrow and/or title order).

5. CONVEYANCE OF TITLE. At closing, Seller shall convey to Buyer fee simple title to the Real Property by duly executed and acknowledged statutory warranty deed (the “**Deed**”), conveying good and marketable title to the Property to Buyer, free and clear of all defects and encumbrances and subject only to those exceptions that Buyer approves pursuant to Section 6 below (“**Permitted Exceptions**”). The form of Deed shall be substantially as attached hereto as Exhibit B and incorporated herein by this reference.

6. TITLE INSURANCE.

(a) Preliminary Commitment. Within ten (10) business days after the Effective Date of this Agreement (or such longer time as Seller and Buyer's Real Property Manager or designee may agree in writing), Buyer will obtain a preliminary commitment for owner's standard coverage policy of title insurance issued by the Title Company set forth in the Basic Provisions naming Buyer as the insured in the amount of the Purchase Price, together with a copy of all instruments listed as exceptions in the commitment. Buyer shall notify Seller, by written notice, what exceptions to title, if any, are disapproved by Buyer ("**Disapproved Exceptions**") within ten (10) business days after receipt of the commitment or supplement, as applicable, and legible copies of exceptions to shown in the commitment or supplement.

(i) Seller will have five (5) business days after receipt of Buyer's notice to give Buyer notice that Seller will remove Disapproved Exceptions or Seller elects not to remove Disapproved Exceptions. If Seller fails to give Buyer notice before the expiration of the five (5) business day period, Seller will be deemed to have elected not to remove Disapproved Exceptions.

(ii) If the time period for delivery of any notice extends beyond the Closing Date, such period shall expire on the Closing Date; provided, however, that if a new exception first appears at any time within ten (10) days prior to the scheduled Closing Date, and if Buyer objects thereto and Seller gives notice of its election to remove the same, then at Seller's option, if necessary, the Closing Date shall be extended for up to ten (10) additional business days (or such longer time as Seller and Buyer's Real Property Manager or designee may agree in writing) to permit Seller to take the actions necessary to cause the Title Company to deliver the Title Policy at Closing without such new exception.

(b) Monetary Encumbrances. Buyer shall not be required to object to, and Seller hereby agrees to remove, any exceptions to title arising out of financial or monetary encumbrances such as deeds of trust, liens, judgments, mortgages and past due taxes and assessments.

(c) Seller Non-Removal of Disapproved Exceptions. If Seller elects not to remove any nonmonetary Disapproved Exceptions, Buyer may elect to either proceed with the purchase of the Property subject to those exceptions or to terminate this Agreement. If Seller gives notice that it will cause one or more nonmonetary Disapproved Exceptions to be removed but fails to remove them from title on or before the Closing Date, or fails to remove from title any monetary encumbrance on or before the Closing Date, Buyer will have the right to either elect to (i) terminate this Agreement or (ii) proceed with the purchase, with a credit against the Purchase Price equal to the actual cost of removing those exceptions from title and to take the Property subject to those exceptions with such exceptions deemed Permitted Exceptions. If Buyer elects to terminate this Agreement under this subsection, the escrow will be terminated, the Deposit shall be returned immediately to Buyer, all documents and other funds will be returned to the party who deposited them, and (if this Agreement or a memorandum hereof was recorded) a notice of termination shall be recorded, after which all rights and obligations of Seller and Buyer under this Agreement shall terminate and be of no further force or effect.

(d) Surveys. Seller shall provide to Buyer and Title Company any survey of the Property in Seller's possession or control. If the Buyer chooses to obtain an extended coverage policy and a new survey is required, the Buyer may obtain such survey at Buyer's expense.

(e) Title Not Insurable. If title is not insurable at Closing subject only to the Permitted Exceptions determined in accordance with this Agreement, Buyer may (i) elect to proceed to Closing despite such non-insurability, thereby accepting any such matters as Permitted Exceptions, or (ii) terminate this Agreement and receive a refund of the Deposit.

(f) Title Policy. Seller shall cause Title Company at Seller's expense to issue to Buyer at closing a standard owner's policy of title insurance insuring Buyer's title to the Real Property in the full amount of the Purchase Price, subject only to the Permitted Exceptions (the "**Title Policy**"). The Title Policy must be dated as of the closing date. If Buyer requires an extended coverage title insurance policy, then the term "Title Policy" in this Agreement shall refer to such extended policy and Buyer will pay the additional premium for an extended policy as set forth in Section 8 below.

7. PROPERTY DOCUMENTATION / CONTINGENCIES.

(a) Property Documentation. Within ten (10) business days after the Effective Date, Seller shall deliver to Buyer or make available for inspection the following documents to the extent in Seller's possession or control:

- i. all reports or other materials related to the physical condition of the Property, including without limitation report related to hazardous materials investigations, engineering reports, soils reports, or environmental assessment with respect to the Real Property;
- ii. any appraisals related to the Real Property;
- iii. all existing and proposed easements, covenants, licenses, restrictions or access rights affecting the Real Property;
- iv. all surveys relating to the Real Property;
- v. all leases, service contracts, repair contracts, service contracts, maintenance contracts, or equipment leases relating to the Property;
- vi. all notices regarding any existing or threatened litigation affecting the Property;
- vii. all building permits or other government permits or approvals obtained or held by Seller and relating to the construction or remodeling of the Property.

Buyer waives the requirement that Seller deliver to Buyer a Real Property Disclosure Statement as required by RCW 64.06.013 (the "**Disclosure Statement**"); provided, however, that if the answers to any of the questions in the section entitled "Environmental" would be "yes," Buyer does not waive receipt of the "Environmental" section of the Disclosure Statement, and Seller

shall deliver to Buyer the "Environmental" section of the Disclosure Statement fully completed within five (5) business days after the Effective Date.

(b) [Not Used].

(c) Buyer's Contingencies. Buyer's obligation to purchase the Property is expressly contingent on upon the following:

- i. The Everett City Council has approved this Agreement, authorizing the purchase of the Property;
- ii. Buyer's receipt of Title Company's firm commitment to issue, upon closing, the Title Policy;
- iii. All Seller's representations and warranties contained in or made pursuant to this Agreement being true and correct as of the Closing Date;
- iv. Seller shall have delivered all of Seller's escrow deposits to Closing Agent on or before the Closing Date;
- v. Seller's timely performance of all Seller's obligations under this Agreement;
- vi. No material change in the condition of the Property between the Effective Date and the Closing Date;
- vii. No litigation or other court action shall have been commenced seeking to obtain an injunction or other relief from such court to enjoin the consummation of the transaction described in this Agreement, and no preliminary or permanent injunction or other order, decree, or ruling shall have been issued by a court of competent jurisdiction or by any governmental authority, that would make illegal or invalid or otherwise prevent the consummation of the transaction described in this Agreement; and
- viii. No law, statute, rule, or regulation shall have been enacted that would make illegal or invalid or otherwise prevent the consummation of the transaction described in this Agreement.

(d) Seller's Contingencies. Seller's obligation to sell the Property is expressly contingent on upon the following:

- i. Buyer shall have deposited the Purchase Price in escrow with Closing Agent with written direction to disburse the same to Seller at Closing;
- ii. Buyer shall have delivered all of Buyer's escrow deposits to Closing Agent on or before the Closing Date; and
- iii. The representations and warranties of Buyer, if any, in this Agreement shall be true and correct in all material respects as of

the Closing (or as of such other date to which such representation or warranty expressly is made).

8. CLOSING.

(a) Time for Closing. The sale shall be closed in the office of the Closing Agent set forth in the Basic Provisions ("**Closing Agent**") on or before January 17, 2025 which date may be extended in writing by the Seller and Buyer's Real Property Manager or designee. At least one (1) business day prior to closing, Buyer and Seller shall deposit in escrow with Closing Agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. As used herein, "**closing**" or "**date of closing**" or "**Closing Date**" means the date on which all appropriate documents are recorded, proceeds of sale are available for disbursement to Seller, and all actions have been completed as necessary for the Title Company to deliver the Title Policy to the Buyer in the normal course of the Title Company's business. If closing does not occur on or before January 17, 2025 or before any later date mutually agreed to in writing by the Seller and Buyer's Real Property Manager or designee, Closing Agent shall immediately terminate the escrow, forward the Deposit to the party entitled to receive it as provided in this Agreement and return all documents to the party that deposited them.

(b) Seller's Escrow Deposits. On or before the Closing Date, Seller shall deposit into escrow the following:

- i. the duly executed and acknowledged Deed;
- ii. a duly executed and completed Real Estate Excise Tax affidavit in the form required by law;
- iii. a nonforeign affidavit pursuant to Section 1445 of the Internal Revenue Code;
- iv. a bill of sale and assignment of contracts, if requested by Buyer, for tangible and intangible personal property in a form as reasonably provided by Buyer;
- v. any other documents, instruments, records, correspondence and agreements consistent with the terms of this Agreement as may be required by Closing Agent or the Title Company to close this transaction;
- vi. keys to the Property, if any.

(c) Buyer's Escrow Deposits. On or before the Closing Date, Buyer shall deposit into escrow the following:

- i. cash or immediately available funds in an amount sufficient to pay the Purchase Price, plus Buyer's share of closing costs, with credit for the Deposit and any other items of credit agreed to in writing by Seller or as provided in this Agreement;
- ii. a duly executed and completed Real Estate Excise Tax affidavit in the form required by law;

- iii. a nonforeign affidavit pursuant to Section 1445 of the Internal Revenue Code; and
- iv. any other documents, instruments, records, correspondence and agreements consistent with the terms of this Agreement as may be required by Closing Agent or the Title Company to close this transaction.

(d) Additional Instruments and Documentation. Seller and Buyer shall each deposit any other instruments and documents that are reasonably required by Closing Agent or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with this Agreement.

(e) Closing Costs. On closing, Seller shall pay real estate excise taxes; sales tax, if any; half of the Closing Agent's escrow fee; and shall pay the premium for a standard coverage owner's policy of title insurance. Buyer shall pay half Closing Agent's escrow fee and shall also pay the cost of the additional premium for an extended coverage title insurance policy (if required by Buyer) and recording fee for the deed. Additionally, Seller shall pay applicable prorated items as set forth in below. Buyer and Seller shall prepare a real estate excise tax affidavit as required to close the sale. Each Party will pay for their own attorneys' and consultants' fees.

(f) Prorations. All normal and customarily pro-ratable items, including without limitation real estate and personal property taxes and utility bills, shall be prorated as of the date of closing, on the basis of a 365-day year, with Seller being charged and credited for all of same up to the closing date and Buyer being charged and credited for all of same on and after such date. If the actual amounts to be prorated are not known as of the closing, the prorations shall be made on the basis of the best evidence then available, and thereafter, when actual figures are received, a cash settlement will be made between Seller and Buyer. The parties acknowledge that Buyer is exempt from all taxes and special assessments of city, county, state or any political subdivision thereof ("**Taxes**") pursuant to RCW 35.82.210(1), therefore, Seller will pay all Taxes, in each case, in connection with the Property and Seller may seek reimbursement for any overpayment from the applicable taxing authority directly pursuant to RCW 84.60.050, and Buyer shall not be obligated to pay any amounts related to any Taxes at Closing.

(g) Possession. Buyer shall be entitled to possession on closing.

(h) Certification of Warranties and Representations. By closing the purchase of the Property, Buyer certifies and reaffirms that as of the Closing Date that all of Buyer's representations and warranties under this Agreement are true and correct. By closing the sale of the Property, Seller certifies and reaffirms that as of the Closing Date that all of Seller's representations and warranties under this Agreement are true and correct.

(i) Escrow Instructions. Each of the Parties may provide Closing Agent with additional closing instructions, provided that such instructions do not contradict the terms of this Agreement. In absence of and/or in addition to any such instructions, the provisions of this Agreement are intended by Seller and Buyer to constitute their joint closing instructions to Closing Agent. Escrow instructions may be signed on behalf of Seller by Seller's attorney or other

Seller authorized representative and on behalf of Buyer by Buyer's attorney or by Buyer's Real Property Manager or designee.

9. SELLER'S ACTIVITIES PRIOR TO CLOSING. After the Effective Date until the closing:

(a) Maintenance. Except as otherwise approved by the Buyer in writing, Seller shall operate and maintain the Property in accordance with Seller's current practices, including performing all necessary repairs and maintenance to preserve the Property in at least as good a condition as exists on the Effective Date.

(b) No Alterations. Except as otherwise approved by the Buyer in writing, Seller shall not alter the Property in any material manner.

(c) No Tenants. Seller shall not permit any tenants to occupy the Real Property. For the purposes of clarity, this does not prohibit employees of the Seller's Tenant from continuing to park on the Real Property until Closing (with after-Closing parking governed by the License)..

10. SELLER'S REPRESENTATIONS AND WARRANTIES. In addition to other representations herein, Seller represents and warrants to Buyer as of the date hereof and as of the date of closing that:

(a) Seller has full power and authority to convey the Property to Buyer

(b) Seller has not received notice of any special assessments or condemnation proceedings affecting the Property.

(c) Seller is not a foreign person, non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the Income Tax Regulations promulgated thereunder. At Closing, Seller shall deliver to Buyer a certificate of non-foreign status in form required by the Income Tax Regulations and reasonably acceptable to Buyer.

(d) Seller has received no notice of any failure of Seller to comply with applicable laws and regulations relating to the Property, such as building, zoning, environmental, fire, or health and safety laws and regulations.

(e) The Property is not subject to any leases or service contracts that will be in effect after the Closing Date.

(f) This Agreement will not result in default by Seller under any other contract to which Seller is a party or violate any law to which Seller is subject, by which Seller may be barred fully performing its obligations under this Agreement.

(g) Seller has no knowledge of any pending special assessments, improvement districts or condemnation actions except as may be shown on the preliminary commitment.

(h) To the best of Seller's knowledge, the Property is in compliance in all material respects with all applicable zoning, land-use and building regulations.

(i) To the best of Seller's knowledge, there is no litigation pending or threatened against Seller with respect to the Property.

(j) Seller has received no written notice of any attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending or threatened against Seller, nor are any contemplated by Seller.

(k) Seller has no actual knowledge of the release or presence of Hazardous Materials on, in, from or onto the Real Property.

(l) To the best of Seller's knowledge, no underground tanks used for the storage of any Hazardous Materials (including without limitation fuel oil) are present or were at any time present on the Property.

All of the representations and warranties of Seller contained herein shall survive the Closing Date.

"Hazardous Materials" means any waste, pollutant, contaminant, chemical, petroleum product, pesticide, fertilizer, substance, or material that is defined, classified, or designated as hazardous, toxic, radioactive, dangerous, or other comparable term or category under any Environmental Laws (as defined below), including, but not limited to, gasoline, oil or any byproducts or fractions thereof, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, paints, solvents, lead, cyanide, radioactive material, or any other materials which have adverse effects on the environment or the health and safety of persons.

"Environmental Laws" means all federal, state, and local laws, statutes, rules, regulations, ordinances, and codes, and any judicial or administrative interpretation thereof or requirement thereunder, now or hereafter in effect, relating, to the regulation or protection of human health, safety, the environment and natural resources, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. §§ 5101 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001 et seq.), and any similar or comparable state or local laws, including without limitation, the Model Toxics Control Act (Chapter 70A.030 RCW, formerly codified at Chapter 70.105D RCW) and the Hazardous Waste Management Act (Chapter 70A.029 RCW, formerly codified at Chapter 70.105 RCW).

11. CASUALTY LOSS/EMINENT DOMAIN. Risk of physical loss to the Property shall be borne by Seller prior to the Closing Date and by Buyer thereafter. Seller shall immediately give notice to Buyer: (i) after the occurrence of any event causing material damage to the Property or any portion of the Property or (ii) after the receipt by Seller of any notice of eminent domain proceedings with respect to the Property or any portion of the Property. Buyer may, by delivery of written termination notice within ten (10) business days after receipt of such notice from Seller, terminate this Agreement, in which case the Deposit shall be refunded to Buyer.

12. DEFAULT AND REMEDIES.

(a) Default by Seller. If Seller breaches or otherwise fails to perform any of its obligations under this Agreement, then Buyer will be entitled (i) to receive specific performance,

in addition to all other remedies available at law and at equity; or (ii) to terminate this Agreement by written notice and to receive refund of the entire Deposit.

(b) Default by Buyer. IN THE EVENT OF A DEFAULT BY BUYER UNDER ANY OF ITS COVENANTS, REPRESENTATIONS, WARRANTIES OR OTHER AGREEMENTS SET FORTH IN THIS AGREEMENT SELLER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT AND RECEIVE THE DEPOSIT AS LIQUIDATED DAMAGES, AS ITS SOLE REMEDY. THE PARTIES AGREE IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUSTAINED BY SELLER IN THE EVENT OF BUYER'S FAILURE TO COMPLETE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT AND THAT, UNDER THE CIRCUMSTANCES EXISTING AND KNOWN AS OF THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES SELLER WILL INCUR IN SUCH EVENT AND NOT A PENALTY. THE FOREGOING WILL NOT LIMIT ANY RIGHTS OF SELLER TO BE INDEMNIFIED BY BUYER, OR TO RECEIVE ATTORNEY'S FEES AND COSTS AS PROVIDED IN THIS AGREEMENT WITH RESPECT TO THE BREACH BY BUYER OF ANY EXPRESS OBLIGATION TO INDEMNIFY SELLER EXPRESSED IN THIS AGREEMENT. THE PARTIES HAVE ENTERED THEIR INITIALS OR SIGNATURE IN THE SPACE HERE PROVIDED TO FURTHER EVIDENCE THEIR READING, APPROVAL OF AND AGREEMENT WITH THE FOREGOING STATEMENT.



Seller's Signature or Initials



Buyer's Signature or Initials

13. NOTICES/TIME.

(a) Notices. All notices shall be in writing and shall be (i) personally delivered, or (ii) sent by U.S. Mail to the addressee's mailing address set forth below, or (iii) sent to the addressee's email address(es) set forth in the Basic Provisions. Either party hereto may, by proper notice to the other, designate any other address for the giving of notice. Any notice shall be deemed effective upon earlier of actual receipt or three (3) days after mailing or emailing, unless such notice is a notice of disapproval under Section 7(b), in which case such notice is always deemed effective on the day sent.

(b) Calculation of Time Periods. Time is of the essence of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday, as defined in RCW 1.16.050. The final day of any such period shall be deemed to end at 5 p.m., Pacific Standard or Daylight time, as applicable.

14. GENERAL. This is the entire agreement of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers hereunder must be in writing. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement shall be governed by the laws of the State of Washington. Exclusive venue for any dispute arising out of this Agreement is Snohomish County Superior Court. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and binds the heirs,

personal representatives, successors and assigns of the parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement was negotiated, and the language in all parts will be given its fair meaning and will not strictly for or against either party. The Exhibits hereto are made a part of and incorporated into and made an express part of this Agreement.

15. AMENDMENTS. Any amendment of this Agreement must be in writing and signed by the Parties. Any amendment must be signed by an authorized representative of Seller and, unless otherwise expressly provided herein, by the Mayor of the City of Everett for Buyer.

16. SURVIVAL OF PROVISIONS. The terms, covenants, representations, agreements, provisions and warranties contained herein shall not merge in the deed of conveyance, but shall survive closing.

17. REAL ESTATE BROKER OR AGENT COMMISSIONS. Buyer represents to Seller that it has engaged no broker or real estate agent in connection with the negotiations leading to this Agreement. Seller shall be solely responsible for any fees to any broker or real estate agent in connection with the negotiations leading to this Agreement and shall indemnify and hold harmless the Buyer from any such broker's fee or real estate commissions. The obligations of the Parties under this Section shall survive Closing.

18. COUNTERPARTS/SIGNATURES. The Parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. A facsimile or electronic mail transmission shall be binding on the Party or parties whose signatures appear thereon. If so executed, each counterpart is to be deemed an original for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart. A Party's signature may also be by DocuSign or AdobeSign, which is fully binding.

[signatures on following pages(s)]

IN WITNESS WHEREOF THE PARTIES hereto have executed this Agreement.

BUYER:

**CITY OF EVERETT
WASHINGTON**



Cassie Franklin, Mayor

ATTEST

12/23/2024

Date



Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JANUARY 12, 2024

SELLER:

5500 S. 1st Avenue, LLC

Signature: *Gordon Stephenson*

Name of Signer: GORDON STEPHENSON

Title of Signer: Managing Member

EXHIBIT A
LEGAL DESCRIPTION

LOTS 6, 7 AND 8, BLOCK 28, PLAT OF TOWN OF LOWELL, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS ON PAGE 11, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THAT PORTION GRANTED TO ST. PAUL, MINNEAPOLIS AND MANITOBA RAILWAY COMPANY BY DEED RECORDED IN VOLUME 24 OF DEEDS ON PAGE 378, AUDITOR'S FILE NO. 17588.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**EXHIBIT B
FORM OF STATUTORY WARRANTY DEED**

Recording requested by and
when recorded mail to:

Real Property Manager
City of Everett
802 E. Mukilteo Blvd.,
Everett, WA 98203

Grantor:	5500 S 1 st Avenue, LLC
Grantee:	City of Everett, a Washington municipal corporation
Legal Description:	(Abbreviated. Full Legal Description below) TOWN OF LOWELL BLK 028 D-00 - LOTS 6-7-8 LESS GN R/W
Assessor's Tax Parcel ID#	00500302800600
Reference Nos. of Documents Released or Assigned:	N/A

STATUTORY WARRANTY DEED

5500 S 1st Avenue, LLC, a Washington Limited Liability Company, as GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, conveys and warrants to the CITY OF EVERETT, a Washington municipal corporation, as GRANTEE, the real property situated in the County of Snohomish, State of Washington legally described as follows:

LOTS 6, 7 AND 8, BLOCK 28, PLAT OF TOWN OF LOWELL, AS PER PLAT RECORDED
IN VOLUME 1 OF PLATS ON PAGE 11, RECORDS OF SNOHOMISH COUNTY,
WASHINGTON;

EXCEPT THAT PORTION GRANTED TO ST. PAUL, MINNEAPOLIS AND MANITOBA
RAILWAY COMPANY BY DEED RECORDED IN VOLUME 24 OF DEEDS ON PAGE
378, AUDITOR'S FILE NO. 17588.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

[DELETE IF NOT APPLICABLE] [This conveyance is subject to the exceptions identified on Exhibit A attached hereto and incorporated herein by this reference.]

DATED: _____,

5500 S 1st Avenue, LLC,
a Washington limited liability company

By: _____

Name: _____

Its: _____

[APPROPRIATE ACKNOWLEDGEMENT AND APPROPRIATE EXHIBIT A TO BE INSERTED]

EXHIBIT C
FORM OF STANDARD LICENSE TO USE CITY PROPERTY



This Standard License to Use City Property ("**License**") is made as of the Effective Date in Part A below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the person identified as Licensee in Part A below ("**Licensee**"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Licensee agree as follows:

A. SPECIFIC LICENSE PROVISIONS

The following definitions and provisions apply and are part of this License:

Licensee	5500 S. 1st Avenue, LLC
	7500 Roosevelt Way NE
	Seattle, WA 98115
	gordon@rpaseattle.com
Effective Date	The Effective Date of this License is the date of the closing of the sale of the Licensed Property from the Licensee to the City.
Term	Two years starting on the Effective Date of this License, subject to rights of termination set forth below.
Licensed Property	Snohomish County Parcel No. 00500302800600, which is at the intersection of S. 1st Avenue and Lenora Street in Everett.
Rent	None
Approved Use	<p>Licensee is the owner of nearby Snohomish County Parcel Number 00500303000100 (the "Neighboring Parcel"). The Neighboring Parcel is leased by Licensee to a commercial tenant ("Licensee's Tenant").</p> <p>The Approved Use of this License is as follows: Licensee may allow the employees of the Licensee's Tenant to park their vehicles on the Licensed Property.</p> <p>Parking may be limited to space for eight (8) vehicles and is subject to relocation from time to time to accommodate construction on the Real Property. City shall provide up to date information regarding the location of reserved parking.</p>

City Notice Address	Real Property Manager City of Everett 2930 Wetmore Ave., Suite 8A Everett, WA 98201
Additional Provisions	At Licensee request after the Effective Date of this License, the City will provide parking permits at no charge for parking in the right of way abutting the Licensed Property. These permits terminate when this Licensee terminates. These permits are for parking by the employees of the Licensee's Tenant.

B. GENERAL LICENSE CONDITIONS

Unless specifically provided otherwise in the Specific License Provisions, the following provisions apply:

1. LICENSED PROPERTY. The City licenses to Licensee the Licensed Property. Licensee has examined the Licensed Property and is in all respects familiar with the Licensed Property and the improvements in the Licensed Property. Licensee accepts the Licensed Property and its improvements in their "as is" condition.

2. TERM. The Term of this License is as set forth in Part A, unless terminated earlier as set forth in this License.

3. TERMINATION. The City may terminate this License at any time and for any reason effective upon 30-days prior written notice to Licensee. The City may also terminate this License effective upon written notice to Licensee in the event of material breach of this License. These rights are in addition to any other rights at law or in equity.

4. RENT. During the term of this License, Licensee shall pay the Rent stated in Part A by the first day of each calendar month of the Term to:

Treasurer
City of Everett
2930 Wetmore Avenue
Everett, WA 98201

or such other place as the City may from time to time designate in writing. This amount includes Leasehold Excise Tax, if applicable.

5. USE. Licensee shall use the Licensed Property only for the Approved Use stated in Part A. Licensee shall not use or permit the use of the Licensed Property for any other use without the prior written consent of the City, which may be withheld at the City's sole discretion. The Approved Use shall not interfere in any way with any the City use of the Licensed Property, including without limitation utilities and travel.

6. COMPLIANCE WITH LAW. Licensee shall not do anything or permit anything to be done in or about the Licensed Property which will in any way violate or conflict with any

applicable federal, state or local law. Unless otherwise agreed in writing by the City, Licensee must at Licensee's sole cost acquire all permits required by law or regulation necessary for the Approved Use.

7. INSPECTION AND RIGHT-OF-ENTRY. The City and its agents shall have the right, but not the duty, to inspect the Licensed Property at any time to determine whether Licensee is complying with the terms of this License.

8. CARE OF LICENSED PROPERTY. Licensee shall use care to avoid damaging or destroying the City property. Any damage to the Licensed Property caused by use of the Licensed Property under this License shall be promptly repaired or replaced by Licensee.

9. THE CITY'S ACCESS FOR REPAIRS. The City reserves the right to make repairs, alterations, connections or extensions to the Licensed Property as the City deems necessary, and Licensee shall permit the City to enter the Licensed Property for this purpose at any time.

10. ALTERATIONS; SIGNS. Licensee shall not make or permit to be made any alterations, additions, improvements or installations in or to the Licensed Property (including telecommunication facilities), or place signs or other displays visible from outside of the Licensed Property, without first obtaining the written consent of the City, which may be withheld in the City's sole discretion. Prior to any alteration of the Licensed Property, the Licensee will supply the City with a drawing and any necessary specifications relating to its proposed alteration of the Licensed Property. The City's review, comments, and approval shall not create any City liability for any action or inaction relating to such review, and Licensee shall remain wholly responsible for the safety, adequacy, suitability, utility, and constructability of its alteration.

11. SUBLETTING AND ASSIGNMENT. This License is personal to the Licensee and may not be transferred, assigned, subletted, conveyed, pledged, inherited, encumbered, or hypothecated.

12. SURRENDER OF LICENSED PROPERTY. Licensee shall, at the expiration or earlier termination of this License, surrender and deliver the Licensed Property to the City (i) in as good condition as when received by Licensee from the City or as later improved, reasonable use and wear excepted, and (ii) free from any occupancy by any person.

13. INDEMNIFICATION.

(a) Indemnity. Licensee shall indemnify, defend and hold harmless the City against and from any and all claims, actions, damages, liability, costs and expenses, including attorney's fees, arising out of or relating to (a) Licensee's or Licensee's Tenant's use of the Licensed Property or from the conduct of Licensee's or Licensee's Tenant's business or from any activity, work, or other things done or permitted by Licensee in or about the Licensed Property, (b) any breach or default in the performance of any obligation on Licensee's part to be performed under the terms of this License, (c) any act or omission, negligence or willful misconduct of Licensee, or any officer, agent, employee, guest, or invitee of Licensee or Licensee's Tenant, and from all costs, damages, attorneys' fees and liabilities incurred in defense of any such claim in any action or proceeding brought thereon. Licensee, as a material part of the consideration to the City, hereby assumes all risk of damage to property or injury to persons in, upon or about the

Licensed Property from any cause other than and to the extent of the City's gross negligence or willful misconduct. Licensee shall give prompt notice to the City in case of casualty or accident in the Licensed Property. This Section shall survive the expiration or termination of this License. For the purposes of this License, the claims, actions, damages, liability and expenses for which Licensee must indemnify, defend and hold harmless the City are referred to as "**Covered Claims**".

(b) Concurrent Fault. This Section does not purport to indemnify the City against liability for Covered Claims caused by or resulting from the sole gross negligence or willful misconduct of the City, its officers, employees and agents. If Covered Claims are caused by or result from the concurrent negligence of (i) the City, its officers, employees or agents, and (ii) Licensee, its agents, servants, employees, officers, subcontractors, sublicensees, sublicensees, successors or assigns, then this Section will provide the City the maximum indemnification permitted by law.

(c) Washington Law. This Section is specifically and expressly intended to constitute a waiver of Licensee's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the full extent necessary to provide the City with a full and complete indemnity from claims made by Licensee and its employees, to maximum extent allowed by law. THE CITY AND LICENSEE ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

(d) Waiver and Release. The City shall not be liable to Licensee, or its directors, officers, shareholders, agents, employees, invitees, sublicensees, tenants, contractors or licensees, for any loss, injury or damage to Licensee or any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, unless, and then only to the extent, it is caused by or results from the gross negligence or willful misconduct of the City or its employees without contributory negligence on the part of Licensee or any of its directors, officers, shareholders, employees, agents, invitees, sublicensees, tenants, licensees or contractors. As a material part of the consideration to the City for this License, Licensee hereby waives and releases all claims against the City with respect to all matters for which the City has disclaimed liability pursuant to the provisions of this License.

14. INSURANCE/WAIVER OF SUBROGATION.

(a) Licensee Insurance. Licensee shall, throughout the Term, at its own expense, keep and maintain in full force and effect the following policy, which shall be endorsed as needed to provide that the insurance afforded by the policy is primary and that all insurance or self-insured retention carried or maintained by the City is strictly excess and secondary and shall not contribute with Licensee's liability insurance:

A policy of commercial general liability insurance insuring against claims of bodily injury and death or property damage or loss with a combined single limit at the Effective Date of this License of not less than Two Million Dollars (\$2,000,000.00) per occurrence. Licensee shall include the City as an additional insured.

The insurance policy required under this Section shall be with companies having a rating according to Best's Insurance Key Rating Guide for Property – Casualties of no less than A- Class

VIII. The policy shall provide that it is not subject to cancellation, lapse or reduction in coverage except after thirty (30) days' written notice to the City. Licensee shall deliver to the City, prior to the commencement of its occupation of the Licensed Property and from time to time thereafter, at the City's request, certificates evidencing the existence and amounts of such policy and copies of such insurance policy. Receipt by the City or the City's designee of any certificate or other insurance document showing less coverage than required is not a waiver of Licensee's obligations to fulfill the requirements of this Section. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Licensee's obligations to fulfill the requirements of this Section.

(b) Waiver of Subrogation. Licensee intends that its property loss risks shall be borne by reasonable insurance carriers to the extent above provided, and Licensee hereby agrees to look solely to, and seek recovery only from, its respective insurance carriers in the event of a property loss to the extent that such coverage is agreed to be provided hereunder. Licensee hereby waives all rights and claims for such losses, and waives all rights of subrogation of its respective insurers, provided such waiver of subrogation shall not affect the rights to the insured to recover thereunder. Licensee agrees that its respective insurance policies are now, or shall be, endorsed such that the waiver of subrogation shall not affect the right of the insured to recover thereunder, so long as no material additional premium is charged therefor.

15. HAZARDOUS MATERIALS.

(a) Licensee shall not cause or permit any storage, use, sale, release, generation or disposal of any Hazardous Materials (as defined below) in, on or about the Licensed Property; provided, however, Licensee shall be permitted without notice or the City's written consent to handle, store, use or dispose of products containing small quantities of Hazardous Materials, such as ordinary cleaning and ordinary maintenance products used by Licensee for cleaning and maintenance in the reasonable and prudent conduct of the Approved Use on the Licensed Property. Licensee further covenants and agrees that at all times during the Term of this License, Licensee shall comply with all applicable Environmental Laws (as defined below), now or hereafter in effect, regulating Licensee's occupation and/or operation and/or use of the Licensed Property.

(b) **"Hazardous Materials"** means any waste, pollutant, contaminant, chemical, petroleum product, pesticide, fertilizer, substance, or material that is defined, classified, or designated as hazardous, toxic, radioactive, dangerous, or other comparable term or category under any Environmental Laws (as defined below), including, but not limited to, gasoline, oil or any byproducts or fractions thereof, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, paints, solvents, lead, cyanide, radioactive material, or any other materials which have adverse effects on the environment or the health and safety of persons.

(c) **"Environmental Laws"** means all federal, state, and local laws, statutes, rules, regulations, ordinances, and codes, and any judicial or administrative interpretation thereof or requirement thereunder, now or hereafter in effect, relating, to the regulation or protection of human health, safety, the environment and natural resources, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42

U.S.C. §§ 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. §§ 5101 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001 et seq.), and any similar or comparable state or local laws, including without limitation, the Model Toxics Control Act (Chapter 70A.030 RCW, formerly codified at Chapter 70.105D RCW) and the Hazardous Waste Management Act (Chapter 70A.029 RCW, formerly codified at Chapter 70.105 RCW).

(d) All portions of this Section shall survive the expiration or termination of this License.

16. MISCELLANEOUS

(a) Notices. All notices to be given by the parties shall be in writing and may either be served personally, delivered by overnight courier (such as UPS or Fed Ex) or deposited in the United States mail, postage prepaid, by either registered or certified mail to the notice addresses provided in Part A of this License. A party may change its notice address effective on written notice to the other party. All such notices shall be deemed delivered and effective on the earlier of (i) the date received or refused for delivery, or (ii) five (5) calendar days after having been deposited in the United States Postal Service, postage prepaid. In lieu of the foregoing, the City may deliver any notice to the Licensee's email address in Part A, in which case the notice shall be deemed delivered and effective upon sending.

(b) No Waiver of Covenants. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. The subsequent acceptance of Rent by the City shall not be deemed to be a waiver of any preceding breach by Licensee of any agreement, condition or provision of this License, other than the failure of Licensee to pay the particular Rent so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such Rent. One or more waivers of any breach of any covenant, term, or condition of this License shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

(c) No Consequential Damages. Notwithstanding any contrary provision herein, the City shall not be liable under any circumstances for injury or damage to, or interference with, Licensee's business, or for any consequential, incidental or special damages, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

(d) Joint and Several Liability. If Licensee is composed of more than one signatory to this License, each signatory shall be jointly and severally liable with each other signatory for payment and performance according to this License. The act of, notice to, notice from, refund to or signature of, any signatory to this License (including, without limitation, modifications of this License made by fewer than all such signatories) shall bind every other

signatory as though every other signatory had so acted, or received or given the notice or refund, or signed.

(e) Nature of License. The City does not warrant its title or ownership of the Licensed Property. This License is not exclusive. The City is not prohibited from granting permission to others to occupy or use portions of the Licensed Property where such uses are not inconsistent with this License. No possessory interest is granted to Licensee in the License Property. The City reserves all rights not expressly granted by this License. This License does not create any rights in any third party.

(f) Risk of Loss to Licensee's Property. Licensee bears all risk of any and all damage and loss to Licensee's or Licensee's Tenant's property being on the Licensed Property.

(g) Entire Agreement; Amendment. This License represents the entire agreement between the parties relating to the Licensed Property and supersedes all other agreements and representations made prior hereto. No amendment hereof shall be binding on either party unless and until approved in writing by both parties, with the Mayor signing on behalf of the City and a representative of Licensee signing on behalf of Licensee.

(h) Severability. If any provision of this License or any application hereof shall be found to be invalid or unenforceable, for any reason, such provisions shall be enforceable to the maximum extent permitted by law and the remainder of this License and any other application of such provision shall not be affected thereby.

(i) Choice of Law and Venue. This License shall be administered and interpreted under the laws of the State of Washington. Exclusive venue for litigation arising from or relating to this License shall be in Snohomish County, Washington.

(j) Additional Provision(s). The parties will comply with any Additional Provision(s) in Part A. If an Additional Provision contains an obligation concerning events or conduct after the termination of this License, then the obligation survives the termination.

(k) Survivability. All clauses of this License that require performance beyond the expiration of termination of the License shall survive such termination or expiration.

(l) No Third Party Beneficiary. This Lease is executed for the exclusive benefit of the signatory parties and their respective successors and assigns. Nothing herein shall be construed as creating any enforceable right, interest, claim or cause of action in or for any third-party.

(m) Regulatory Authority Reserved. Licensee expressly acknowledges that the City is a municipal corporation organized under the laws of the state of Washington and has executed this Lease in its capacity as owner of the Licensed Property. Nothing in this Lease shall be construed as waiving, abridging or otherwise limiting the City of Everett's regulatory authority, police power and/or legislative discretion, which are hereby expressly reserved in full. Without prejudice to the foregoing, nothing in this License shall be construed as entitling Licensee to receive any permit, license or other regulatory approval, or as waiving or excusing Licensee's compliance with any applicable regulatory process.

(n) Public Records Disclosure. Licensee expressly acknowledges that the City is an “agency” as defined by Chapter 42.56 RCW, and is fully subject to the provisions governing the disclosure of public records codified in that statute. To the extent required or otherwise authorized by said statutes or other applicable law:

➤ Any public records submitted to or generated by City in connection with this License are potentially subject public to inspection and copying upon request. Licensee expressly waives any claim or cause of action against City arising out of such disclosure.

➤ Licensee shall fully cooperate with and assist City with respect to any request for public records received by City and related to any public records generated, produced, created and/or possessed by City and related to this License. Upon written demand by City, Licensee shall furnish City with full and complete copies of any such records within ten business days. Licensee’s failure to timely provide such records upon demand shall be deemed a breach of this License. To the extent that City incurs any monetary penalties, attorneys’ fees, and/or any other expenses as a result of such breach, Licensee shall fully indemnify and hold harmless City therefor.

For purposes of this subsection, the term “public records” shall have the same meaning as defined Chapter 42.56 RCW, as such chapter has been construed by Washington courts. The provisions of this subsection shall survive the expiration or termination of this Lease.

(o) Counterparts / Signatures. This License may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single License. Both parties agree that electronic signatures, copies of signatures by photocopy, email, pdf or fax shall be considered equivalent to handwritten signatures executed on paper. Scanned copies of a signature will be considered the same as a handwritten signature. AdobeSign signatures are fully binding.

[signatures on following page(s)]

IN WITNESS WHEREOF, the City and Licensee have executed this License.

**CITY OF EVERETT
WASHINGTON**

5500 S. 1st Avenue, LLC

Cassie Franklin, Mayor

Signature: _____

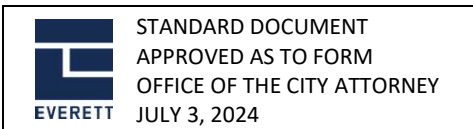
Name of Signer: GORDON STEPHENSON

Title of Signer: Managing Member

Date

ATTEST

Office of the City Clerk



Project title: Purchase and Sale Agreement and Authorization of the Purchase of Property at 9900 18th Ave. W. for the 100th Street Stormwater Improvements Project

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 1/15/2025
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Purchase and Sale Agreement

Department(s) involved:
Real Property
Public Works
Legal

Contact person:
Bob Leonard

Phone number:
425-257-8335

Email:
bleonard@everettwa.gov

Initialed by:
RML
Department head

Administration

Council President

Project: Purchase and Sale Agreement for property at 9900 18th Ave. W.

Partner/Supplier: Stanley and Deanna Peterson

Location: 9900 18th Ave. W., Everett, WA 98204

Preceding action: N/A

Fund: 336

Fiscal summary statement:

The City has negotiated for the purchase of property at 9900 18th Ave. W. for the site of stormwater facilities as part of the 100th Street Stormwater Improvements Project. The cost of the acquisition is paid from the Water & Sewer System Improvements Fund.

Project summary statement:

Property located at 9900 18th Ave. W. was identified as a potential site for stormwater facilities as part of the Lexington-Broadway Stormwater Improvements Project in 2022. After site investigation and due diligence, the City began negotiations to purchase the property and reached an agreement that is memorialized in the attached Purchase and Sale Agreement. The effective date of the Purchase and Sale Agreement is upon execution by both parties. Per the agreement, the Mayor may sign to establish the effective date and the closing of the transaction is subject to City Council approval and authorization of the sale.

Recommendation (exact action requested of Council):

Approve the Purchase and Sale Agreement and authorization of the Purchase of Property at 9900 18th Ave. W. for the site of stormwater facilities as part of the 100th Street Stormwater Improvements Project.



REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this “**Agreement**”) is effective as of the date of last signature below (“**Effective Date**”), between the City of Everett, a Washington municipal corporation (“**Buyer**”), and the Seller identified below in the Basic Provisions (“**Seller**”), (individually a “**Party**” and collectively the “**Parties**”). Seller desires to sell the Property as defined below, Buyer desires to purchase such Property, and, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. BASIC PROVISIONS. The following definitions and provisions apply and are part of this Agreement:

Seller Address	Stanley Peterson and Deanna Peterson
	9900 18th Ave. W.
	Everett, WA 98204
	srpeterson113@gmail.com
Purchase Price	\$ 1,277,805
Deposit	\$ \$12,000 (if “0” or left blank, then there is no deposit)
Real Property	The Seller is the owner of the real property located at 9900 18th Ave. W., Everett, WA 98204. The legal description of real property is attached as <u>Exhibit A</u> and incorporated herein by this reference. If the parties determine that a drawing of the real property is necessary, it will also be included as part of <u>Exhibit A</u> .
Title Company and Closing Agent	Rainier Title & Escrow of Everett
Feasibility Study Period	Feasibility Study Period expires n/a calendar days after the Effective Date.
Buyer Address	Real Property Manager City of Everett 802 E. Mukilteo Blvd., Everett, WA 98203
Buyer Email Address	realproperty@everettwa.gov

Additional Provisions	<p>As part of the closing, the parties will execute and deliver the residential lease in the form attached hereto as Exhibit C (the "Lease"), under which the Premises (as defined in the Lease) will at closing be leased by the Seller to the Buyer.</p> <p>Seller shall allow access to City for continued survey work and any other work related to the City's anticipated use of the property. Seller to pay all utilities and maintain the property in reasonable condition.</p> <p>Buyer is buying and Seller is selling the Property under an imminent threat of the exercise of eminent domain as defined under WAC 458-61A-206. Buyer is a governmental entity authorized and empowered to condemn property for a public purpose pursuant to chapter 8.12 RCW. It is the specific intent of the parties that the provisions of this Agreement shall constitute the formal written notice required by WAC 458-61A-206(3)(a) that the Buyer has an intent to exercise its power of eminent domain to acquire the Property, if necessary</p>
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2. PROPERTY. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement, the following:

(a) Real Property. The real property located in Snohomish County, Washington, legally described as set forth on Exhibit A attached hereto, together with all Seller's right, title and interest in and to any rights, licenses, privileges, reversions and easements pertinent to the real property, including, without limitation all development rights, air rights, and water rights relating to the real property, and all rights to utilities serving the property, as well as any other easements, rights of way or appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the "**Real Property**").

(b) Tangible Personal Property. All tangible personal property owned by Seller and located on, within, over or under the Real Property that is attached or otherwise affixed to the Real Property, including without limitation all fixtures.

(c) Intangible Personal Property. All intangible personal property owned by Seller and used in the ownership, financing, operation or maintenance of the Real Property or the tangible personal property, or any portion of either. The intangible personal property includes, but is not limited to, licenses and permits issued by any federal, state, or local authorities relating to the use, maintenance, occupancy or operation of the Real Property, reports and studies, including but not limited to physical and engineering inspections, soil studies, utility and zoning studies, traffic studies, environmental assessment reports, government correspondence, orders or data relating to any hazardous materials on the Real Property and any other documented information relating exclusively to the Real Property.

The Real Property, the tangible personal property, and the intangible personal property are collectively referred to in this Agreement as the "**Property**."

3. PURCHASE PRICE. The total purchase price (the "**Purchase Price**") for the Property is the Purchase Price set forth in the Basic Provisions. The Purchase Price, less the credit for the

Deposit paid under Section 4, shall be paid to Seller in cash or immediately available funds through escrow upon Closing

4. DEPOSIT. Within ten days after the Effective Date of this Agreement, Buyer shall deposit with Closing Agent (as defined in Section 5.1 and as set forth in the Basic Provisions) check or wire transfer of immediately available funds in the amount set forth as the Deposit in the Basic Provisions as an earnest money deposit (the “**Deposit**”). The Deposit shall be placed in an interest-bearing account and credited against the Purchase Price at Closing. All interest earned will become part of the Deposit. The Deposit shall be applied to the Purchase Price at closing. If this Agreement or the transaction described herein is terminated prior to Closing pursuant to any section hereof granting Buyer the right to terminate or any section stating that, on termination the Deposit shall be refunded to Buyer, then Closing Agent is instructed to and shall, within three (3) business days after receipt of written notice from Buyer demanding the Deposit, deliver the Deposit to Buyer (less any amount due for cancellation of escrow and/or title order). If this Agreement is terminated due to Buyer’s default or pursuant to any section hereof stating that upon termination the Deposit shall be delivered to Seller, then Closing Agent is instructed to and shall within three (3) business days after receipt of written notice from Seller demanding the Deposit, deliver the Deposit to Seller (less any amount due for cancellation of escrow and/or title order).

5. CONVEYANCE OF TITLE. At closing, Seller shall convey to Buyer fee simple title to the Real Property by duly executed and acknowledged statutory warranty deed (the “**Deed**”), conveying good and marketable title to the Property to Buyer, free and clear of all defects and encumbrances and subject only to those exceptions that Buyer approves pursuant to Section 6 below (“**Permitted Exceptions**”). The form of Deed shall be substantially as attached hereto as Exhibit B and incorporated herein by this reference.

6. TITLE INSURANCE.

(a) Preliminary Commitment. Within ten (10) business days after the Effective Date of this Agreement (or such longer time as Seller and Buyer’s Real Property Manager or designee may agree in writing), Buyer will obtain a preliminary commitment for owner’s standard coverage policy of title insurance issued by the Title Company set forth in the Basic Provisions naming Buyer as the insured in the amount of the Purchase Price, together with a copy of all instruments listed as exceptions in the commitment. Buyer shall notify Seller, by written notice, what exceptions to title, if any, are disapproved by Buyer (“**Disapproved Exceptions**”) within ten (10) business days after receipt of the commitment or supplement, as applicable, and legible copies of exceptions to shown in the commitment or supplement.

(i) Seller will have five (5) business days after receipt of Buyer’s notice to give Buyer notice that Seller will remove Disapproved Exceptions or Seller elects not to remove Disapproved Exceptions. If Seller fails to give Buyer notice before the expiration of the five (5) business day period, Seller will be deemed to have elected not to remove Disapproved Exceptions.

(ii) If the time period for delivery of any notice extends beyond the Closing Date, such period shall expire on the Closing Date; provided, however, that if a new

exception first appears at any time within ten (10) days prior to the scheduled Closing Date, and if Buyer objects thereto and Seller gives notice of its election to remove the same, then at Seller's option, if necessary, the Closing Date shall be extended for up to ten (10) additional business days (or such longer time as Seller and Buyer's Real Property Manager or designee may agree in writing) to permit Seller to take the actions necessary to cause the Title Company to deliver the Title Policy at Closing without such new exception.

(b) Monetary Encumbrances. Buyer shall not be required to object to, and Seller hereby agrees to remove, any exceptions to title arising out of financial or monetary encumbrances such as deeds of trust, liens, judgments, mortgages and past due taxes and assessments.

(c) Seller Non-Removal of Disapproved Exceptions. If Seller elects not to remove any nonmonetary Disapproved Exceptions, Buyer may elect to either proceed with the purchase of the Property subject to those exceptions or to terminate this Agreement. If Seller gives notice that it will cause one or more nonmonetary Disapproved Exceptions to be removed but fails to remove them from title on or before the Closing Date, or fails to remove from title any monetary encumbrance on or before the Closing Date, Buyer will have the right to either elect to (i) terminate this Agreement or (ii) proceed with the purchase, with a credit against the Purchase Price equal to the actual cost of removing those exceptions from title and to take the Property subject to those exceptions with such exceptions deemed Permitted Exceptions. If Buyer elects to terminate this Agreement under this subsection, the escrow will be terminated, the Deposit shall be returned immediately to Buyer, all documents and other funds will be returned to the party who deposited them, and (if this Agreement or a memorandum hereof was recorded) a notice of termination shall be recorded, after which all rights and obligations of Seller and Buyer under this Agreement shall terminate and be of no further force or effect.

(d) Surveys. Seller shall provide to Buyer and Title Company any survey of the Property in Seller's possession or control. If the Buyer chooses to obtain an extended coverage policy and a new survey is required, the Buyer may obtain such survey at Buyer's expense.

(e) Title Not Insurable. If title is not insurable at Closing subject only to the Permitted Exceptions determined in accordance with this Agreement, Buyer may (i) elect to proceed to Closing despite such non-insurability, thereby accepting any such matters as Permitted Exceptions, or (ii) terminate this Agreement and receive a refund of the Deposit.

(f) Title Policy. Seller shall cause Title Company at Seller's expense to issue to Buyer at closing a standard owner's policy of title insurance insuring Buyer's title to the Real Property in the full amount of the Purchase Price, subject only to the Permitted Exceptions (the "**Title Policy**"). The Title Policy must be dated as of the closing date. If Buyer requires an extended coverage title insurance policy, then the term "Title Policy" in this Agreement shall refer to such extended policy and Buyer will pay the additional premium for an extended policy as set forth in Section 8 below.

7. BUYER'S CONTINGENCIES/SELLER'S CONTINGENCIES.

(a) Feasibility Materials. Within ten (10) business days after the Effective Date, Seller shall deliver to Buyer or make available for inspection the following documents to the extent in Seller's possession or control (the "**Feasibility Materials**"):

- i. all reports or other materials related to the physical condition of the Property, including without limitation report related to hazardous materials investigations, engineering reports, soils reports, or environmental assessment with respect to the Real Property;
- ii. any appraisals related to the Real Property;
- iii. all existing and proposed easements, covenants, licenses, restrictions or access rights affecting the Real Property;
- iv. all surveys relating to the Real Property;
- v. all leases, service contracts, repair contracts, service contracts, maintenance contracts, or equipment leases relating to the Property;
- vi. all notices regarding any existing or threatened litigation affecting the Property;
- vii. all building permits or other government permits or approvals obtained or held by Seller and relating to the construction or remodeling of the Property.

Buyer waives the requirement that Seller deliver to Buyer a Real Property Disclosure Statement as required by RCW 64.06.013 (the "**Disclosure Statement**"); provided, however, that if the answers to any of the questions in the section entitled "Environmental" would be "yes," Buyer does not waive receipt of the "Environmental" section of the Disclosure Statement, and Seller shall deliver to Buyer the "Environmental" section of the Disclosure Statement fully completed within five (5) business days after the Effective Date.

(b) Feasibility Study Period. On or before the expiration of the Feasibility Study Period as set forth in the Basic Provisions (the "**Feasibility Study Period**"), Buyer shall conduct a review with respect to the Property to review the condition of the Property and all other matters related to the Property that the Buyer may consider in its sole discretion relevant, including without limitation its suitability for Buyer's intended use (the "**Feasibility Study**"). Seller and Buyer's Real Property Manager or designee may agree in writing to extend the Feasibility Study Period. The Feasibility Study may include all inspections and studies Buyer deems necessary or desirable in its sole discretion. Buyer and Buyer's agents, representatives, consultants, and inspectors have the right, from time to time after the Effective Date, to enter upon the Real Property and conduct inspections and tests to ascertain the condition and suitability of the Property. Such inspections and tests shall be non-destructive unless otherwise agreed by the Seller and Buyer's Real Property Manager or designee in writing. **If Buyer delivers to Seller written notice effective on or before the expiration of the Feasibility Study Period that Buyer disapproves the Property, then the Deposit will be returned to Buyer, Buyer shall return**

to Seller all Feasibility Materials to Seller, this Agreement terminates, and Seller and Buyer will be released from all further obligation or liability under the Agreement. Buyer's determination to so disapprove is at Buyer's sole and absolute discretion.

(c) Buyer's Contingencies. Buyer's obligation to purchase the Property is expressly contingent on upon the following:

- i. Buyer not delivering notice of disapproval of the Property prior to expiration of the Feasibility Study Period;
- ii. Buyer's receipt of Title Company's firm commitment to issue, upon closing, the Title Policy;
- iii. All Seller's representations and warranties contained in or made pursuant to this Agreement being true and correct as of the Closing Date;
- iv. Seller shall have delivered all of Seller's escrow deposits to Closing Agent on or before the Closing Date;
- v. Seller's timely performance of all Seller's obligations under this Agreement;
- vi. No material change in the condition of the Property between the Effective Date and the Closing Date;
- vii. No litigation or other court action shall have been commenced seeking to obtain an injunction or other relief from such court to enjoin the consummation of the transaction described in this Agreement, and no preliminary or permanent injunction or other order, decree, or ruling shall have been issued by a court of competent jurisdiction or by any governmental authority, that would make illegal or invalid or otherwise prevent the consummation of the transaction described in this Agreement; and
- viii. No law, statute, rule, or regulation shall have been enacted that would make illegal or invalid or otherwise prevent the consummation of the transaction described in this Agreement.

(d) Seller's Contingencies. Seller's obligation to sell the Property is expressly contingent on upon the following:

- i. Buyer shall have deposited the Purchase Price in escrow with Closing Agent with written direction to disburse the same to Seller at Closing;
- ii. Buyer shall have delivered all of Buyer's escrow deposits to Closing Agent on or before the Closing Date; and
- iii. The representations and warranties of Buyer, if any, in this Agreement shall be true and correct in all material respects as of

the Closing (or as of such other date to which such representation or warranty expressly is made).

8. CLOSING.

(a) Time for Closing. The sale shall be closed in the office of the Closing Agent set forth in the Basic Provisions ("**Closing Agent**") on or before **January 31, 2025**. The Closing Date may be extended in writing by the Seller and Buyer's Real Property Manager or designee. At least one (1) business day prior to closing, Buyer and Seller shall deposit in escrow with Closing Agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. As used herein, "**closing**" or "**date of closing**" or "**Closing Date**" means the date on which all appropriate documents are recorded, proceeds of sale are available for disbursement to Seller, and all actions have been completed as necessary for the Title Company to deliver the Title Policy to the Buyer in the normal course of the Title Company's business. If closing does not occur on or before **January 31, 2025**, or on or before any later date mutually agreed to in writing by the Seller and Buyer's Real Property Manager or designee, Closing Agent shall immediately terminate the escrow, forward the Deposit to the party entitled to receive it as provided in this Agreement and return all documents to the party that deposited them.

(b) Seller's Escrow Deposits. On or before the Closing Date, Seller shall deposit into escrow the following:

- i. the duly executed and acknowledged Deed;
- ii. a duly executed and completed Real Estate Excise Tax affidavit in the form required by law;
- iii. a nonforeign affidavit pursuant to Section 1445 of the Internal Revenue Code;
- iv. a bill of sale and assignment of contracts, if requested by Buyer, for tangible and intangible personal property in a form as reasonably provided by Buyer;
- v. any other documents, instruments, records, correspondence and agreements consistent with the terms of this Agreement as may be required by Closing Agent or the Title Company to close this transaction;
- vi. The Lease, in the form attached hereto as Exhibit C, duly executed and acknowledged by Seller.

(c) Buyer's Escrow Deposits. On or before the Closing Date, Buyer shall deposit into escrow the following:

- i. cash or immediately available funds in an amount sufficient to pay the Purchase Price, plus Buyer's share of closing costs, with credit for the Deposit and any other items of credit agreed to in writing by Seller or as provided in this Agreement;

- ii. a duly executed and completed Real Estate Excise Tax affidavit in the form required by law;
- iii. a nonforeign affidavit pursuant to Section 1445 of the Internal Revenue Code; and
- iv. any other documents, instruments, records, correspondence and agreements consistent with the terms of this Agreement as may be required by Closing Agent or the Title Company to close this transaction.
- v. The Lease, in the form attached hereto as Exhibit C, duly executed and acknowledged by Buyer.

(d) Additional Instruments and Documentation. Seller and Buyer shall each deposit any other instruments and documents that are reasonably required by Closing Agent or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with this Agreement.

(e) Closing Costs. On closing, Seller shall pay real estate excise taxes; sales tax, if any; half of the Closing Agent's escrow fee; and shall pay the premium for a standard coverage owner's policy of title insurance. Buyer shall pay half Closing Agent's escrow fee and shall also pay the cost of the additional premium for an extended coverage title insurance policy (if required by Buyer) and recording fee for the deed. Additionally, Seller shall pay applicable prorated items as set forth in below. Buyer and Seller shall prepare a real estate excise tax affidavit as required to close the sale. Each Party will pay for their own attorneys' and consultants' fees.

(f) Prorations. All normal and customarily pro-ratable items, including without limitation real estate and personal property taxes and utility bills, shall be prorated as of the date of closing, on the basis of a 365-day year, with Seller being charged and credited for all of same up to the closing date and Buyer being charged and credited for all of same on and after such date. If the actual amounts to be prorated are not known as of the closing, the prorations shall be made on the basis of the best evidence then available, and thereafter, when actual figures are received, a cash settlement will be made between Seller and Buyer. The parties acknowledge that Buyer is exempt from all taxes and special assessments of city, county, state or any political subdivision thereof ("**Taxes**") pursuant to RCW 35.82.210(1), therefore, Seller will pay all Taxes, in each case, in connection with the Property and Seller may seek reimbursement for any overpayment from the applicable taxing authority directly pursuant to RCW 84.60.050, and Buyer shall not be obligated to pay any amounts related to any Taxes at Closing.

(g) Possession. Subject to the Lease, Buyer shall be entitled to possession on closing.

(h) Certification of Warranties and Representations. By closing the purchase of the Property, Buyer certifies and reaffirms that as of the Closing Date that all of Buyer's representations and warranties under this Agreement are true and correct. By closing the sale

of the Property, Seller certifies and reaffirms that as of the Closing Date that all of Seller's representations and warranties under this Agreement are true and correct.

(i) Escrow Instructions. Each of the Parties may provide Closing Agent with additional closing instructions, provided that such instructions do not contradict the terms of this Agreement. In absence of and/or in addition to any such instructions, the provisions of this Agreement are intended by Seller and Buyer to constitute their joint closing instructions to Closing Agent. Escrow instructions may be signed on behalf of Seller by Seller's attorney or other Seller authorized representative and on behalf of Buyer by Buyer's attorney or by Buyer's Real Property Manager or designee.

9. SELLER'S ACTIVITIES PRIOR TO CLOSING. After the Effective Date until the closing:

(a) Maintenance. Except as otherwise approved by the Buyer in writing, Seller shall operate and maintain the Property in accordance with Seller's current practices, including performing all necessary repairs and maintenance to preserve the Property in at least as good a condition as exists on the Effective Date.

(b) No Alterations. Except as otherwise approved by the Buyer in writing, Seller shall not alter the Property in any material manner.

(c) No Tenants. Except as otherwise agreed under Additional Provisions, Seller shall not permit any tenants to occupy the Real Property.

10. SELLER'S REPRESENTATIONS AND WARRANTIES. In addition to other representations herein, Seller represents and warrants to Buyer as of the date hereof and as of the date of closing that:

(a) Seller has full power and authority to convey the Property to Buyer

(b) Seller has not received notice of any special assessments or condemnation proceedings affecting the Property.

(c) Seller is not a foreign person, non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the Income Tax Regulations promulgated thereunder. At Closing, Seller shall deliver to Buyer a certificate of non-foreign status in form required by the Income Tax Regulations and reasonably acceptable to Buyer.

(d) Seller has received no notice of any failure of Seller to comply with applicable laws and regulations relating to the Property, such as building, zoning, environmental, fire, or health and safety laws and regulations.

(e) The Property is not subject to any leases or service contracts that will be in effect after the Closing Date.

(f) This Agreement will not result in default by Seller under any other contract to which Seller is a party or violate any law to which Seller is subject, by which Seller may be barred from fully performing its obligations under this Agreement.

(g) Seller has no knowledge of any pending special assessments, improvement districts or condemnation actions except as may be shown on the preliminary commitment.

(h) To the best of Seller's knowledge, the Property is in compliance in all material respects with all applicable zoning, land-use and building regulations.

(i) To the best of Seller's knowledge, there is no litigation pending or threatened against Seller with respect to the Property.

(j) Seller has received no written notice of any attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending or threatened against Seller, nor are any contemplated by Seller.

(k) Seller has no actual knowledge of the release or presence of Hazardous Materials on, in, from or onto the Real Property.

(l) To the best of Seller's knowledge, no underground tanks used for the storage of any Hazardous Materials (including without limitation fuel oil) are present or were at any time present on the Property.

All of the representations and warranties of Seller contained herein shall survive the Closing Date.

"Hazardous Materials" means any waste, pollutant, contaminant, chemical, petroleum product, pesticide, fertilizer, substance, or material that is defined, classified, or designated as hazardous, toxic, radioactive, dangerous, or other comparable term or category under any Environmental Laws (as defined below), including, but not limited to, gasoline, oil or any byproducts or fractions thereof, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, paints, solvents, lead, cyanide, radioactive material, or any other materials which have adverse effects on the environment or the health and safety of persons.

"Environmental Laws" means all federal, state, and local laws, statutes, rules, regulations, ordinances, and codes, and any judicial or administrative interpretation thereof or requirement thereunder, now or hereafter in effect, relating, to the regulation or protection of human health, safety, the environment and natural resources, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. §§ 5101 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001 et seq.), and any similar or comparable state or local laws, including without limitation, the Model Toxics Control Act (Chapter 70A.030 RCW, formerly codified at Chapter 70.105D RCW) and the Hazardous Waste Management Act (Chapter 70A.029 RCW, formerly codified at Chapter 70.105 RCW).

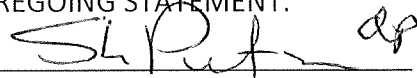
11. CASUALTY LOSS/EMINENT DOMAIN. Risk of physical loss to the Property shall be borne by Seller prior to the Closing Date and by Buyer thereafter. Seller shall immediately give notice to Buyer: (i) after the occurrence of any event causing material damage to the Property or any portion of the Property or (ii) after the receipt by Seller of any notice of eminent domain proceedings with respect to the Property or any portion of the Property. Buyer may, by delivery

of written termination notice within ten (10) business days after receipt of such notice from Seller, terminate this Agreement, in which case the Deposit shall be refunded to Buyer.

12. DEFAULT AND REMEDIES.

(a) Default by Seller. If Seller breaches or otherwise fails to perform any of its obligations under this Agreement, then Buyer will be entitled (i) to receive specific performance, in addition to all other remedies available at law and at equity; or (ii) to terminate this Agreement by written notice and to receive refund of the entire Deposit.

(b) Default by Buyer. IN THE EVENT OF A DEFAULT BY BUYER UNDER ANY OF ITS COVENANTS, REPRESENTATIONS, WARRANTIES OR OTHER AGREEMENTS SET FORTH IN THIS AGREEMENT SELLER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT AND RECEIVE THE DEPOSIT AS LIQUIDATED DAMAGES, AS ITS SOLE REMEDY. THE PARTIES AGREE IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUSTAINED BY SELLER IN THE EVENT OF BUYER'S FAILURE TO COMPLETE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT AND THAT, UNDER THE CIRCUMSTANCES EXISTING AND KNOWN AS OF THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES SELLER WILL INCUR IN SUCH EVENT AND NOT A PENALTY. THE FOREGOING WILL NOT LIMIT ANY RIGHTS OF SELLER TO BE INDEMNIFIED BY BUYER, OR TO RECEIVE ATTORNEY'S FEES AND COSTS AS PROVIDED IN THIS AGREEMENT WITH RESPECT TO THE BREACH BY BUYER OF ANY EXPRESS OBLIGATION TO INDEMNIFY SELLER EXPRESSED IN THIS AGREEMENT. THE PARTIES HAVE ENTERED THEIR INITIALS IN THE SPACE HERE PROVIDED TO FURTHER EVIDENCE THEIR READING, APPROVAL OF AND AGREEMENT WITH THE FOREGOING STATEMENT.



Seller's Signature or Initials

Buyer's Signature or Initials

13. NOTICES/TIME.

(a) Notices. All notices shall be in writing and shall be (i) personally delivered, (ii) sent by U.S. Mail to the addressee's mailing address set forth below, or (iii) sent to the addressee's email address(es) set forth in the Basic Provisions. Either party hereto may, by proper notice to the other, designate any other address for the giving of notice. Any notice shall be deemed effective upon earlier of actual receipt or three (3) days after mailing or emailing, unless such notice is a notice of disapproval under Section 7(b), in which case such notice is always deemed effective on the day sent.

(b) Calculation of Time Periods. Time is of the essence of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday, as defined in RCW 1.16.050. The final day of any such period shall be deemed to end at 5 p.m., Pacific Standard or Daylight time, as applicable.

14. GENERAL. This is the entire agreement of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers hereunder

must be in writing. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement shall be governed by the laws of the State of Washington. Exclusive venue for any dispute arising out of this Agreement is Snohomish County Superior Court. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and binds the heirs, personal representatives, successors and assigns of the parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement was negotiated, and the language in all parts will be given its fair meaning and will not strictly for or against either party. The Exhibits hereto are made a part of and incorporated into and made an express part of this Agreement.

15. AMENDMENTS. Any amendment of this Agreement must be in writing and signed by the Parties. Any amendment must be signed by an authorized representative of Seller and, unless otherwise expressly provided herein, by the Mayor of the City of Everett for Buyer.

16. SURVIVAL OF PROVISIONS. The terms, covenants, representations, agreements, provisions and warranties contained herein shall not merge in the deed of conveyance, but shall survive closing.

17. REAL ESTATE BROKER OR AGENT COMMISSIONS. Buyer represents to Seller that it has engaged no broker or real estate agent in connection with the negotiations leading to this Agreement. Seller shall be solely responsible for any fees to any broker or real estate agent in connection with the negotiations leading to this Agreement and shall indemnify and hold harmless the Buyer from any such broker's fee or real estate commissions. The obligations of the Parties under this Section shall survive Closing.

18. SIGNATURE. This Agreement may be signed in counterparts. This Agreement may be signed with AdobeSign or in ink, either of which is fully binding. Scanned copies of a signature are fully binding.

[signatures on following pages(s)]

IN WITNESS WHEREOF THE PARTIES hereto have executed this Agreement.

BUYER:

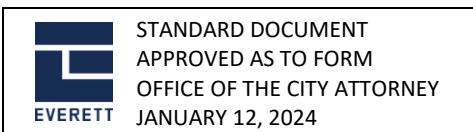
**CITY OF EVERETT
WASHINGTON**

Cassie Franklin, Mayor

ATTEST

Date

Office of the City Clerk



SELLER:

STANLEY PETERSON

Signature: Sh Peterson

Name of Signer: Stanley Peterson

Title of Signer: Seller

DEANNA PETERSON

Signature: Dee Peterson

Name of Signer: Deanna Peterson

Title of Signer: Seller

**EXHIBIT A
LEGAL DESCRIPTION**

Parcel No. 00480600101903

Lot 19, Intercity Garden Tracts, according to the plat thereof recorded in Volume 13 of Plats, page 43, records of the Auditor of the County of Snohomish, State of Washington.

EXCEPT the East 345 feet thereof.

TOGETHER WITH an easement for water line over the Westerly 3 feet of Lot 7, Bloomfield Park, according to the plat thereof recorded in Volume 22 of Plats, page 10, records of the Auditor of the County of Snohomish, State of Washington.

Commonly known as 9900 18th Ave. W., Everett, WA 98204

AND

Parcel No. 00480600102001

The West 299 feet, as measured along the North line of Tract 20, Intercity Garden Tracts, according to the plat thereof recorded in volume 13 of plats, page 43, records of the Auditor of the County of Snohomish, State of Washington.

TOGETHER with an easement for ingress, egress and utilities over, under and across the North 20 feet of the following described property: Lot 20, Intercity Garden Tracts, according to the plat thereof recorded in volume 13 of plats, page 43, records of Snohomish County, State of Washington, except the West 299 feet, as measured along the north line of Tract 20, Intercity Garden Tracts, according to the plat thereof recorded in volume 13 of plats, page 43, records of Snohomish County, Washington.

**EXHIBIT B
FORM OF STATUTORY WARRANTY DEED**

Recording requested by and
when recorded mail to:

Real Property Manager
City of Everett
802 E. Mukilteo Blvd.
Everett, WA 98203

Grantor:	STANLEY R. PETERSON and DEANNA PETERSON, Husband and Wife
Grantee:	City of Everett, a Washington municipal corporation
Legal Description:	INTERCITY GARDEN TRS BLK 001 D-03 LOT 19 LESS E 345FT THOF; and INTERCITY GARDEN TRS BLK 001 D-01 W 299FT AS MEAS ALG N LN OF TR 20.
Assessor's Tax Parcel ID#	00480600101903 and 00480600102001
Reference Nos. of Documents Released or Assigned:	N/A

STATUTORY WARRANTY DEED

STANLEY R. PETERSON AND DEANNA PETERSON, Husband and Wife, as GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, conveys and warrants to the CITY OF EVERETT, a Washington municipal corporation, as GRANTEE, to the same extent and purpose as if the rights herein granted had been acquired under the Eminent Domain statute of the State of Washington, the real property situated in the County of Snohomish, State of Washington legally described as follows:

Parcel No. 00480600101903

Lot 19, Intercity Garden Tracts, according to the plat thereof recorded in Volume 13 of Plats, page 43, records of the Auditor of the County of Snohomish, State of Washington.

EXCEPT the East 345 feet thereof.

TOGETHER WITH an easement for water line over the Westerly 3 feet of Lot 7, Bloomfield Park, according to the plat thereof recorded in Volume 22 of Plats, page 10, records of the Auditor of the County of Snohomish, State of Washington.

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DATED: _____,

STANLEY R. PETERSON

DEANNA PETERSON

[APPROPRIATE ACKNOWLEDGEMENT AND APPROPRIATE EXHIBIT A TO BE INSERTED]

EXHIBIT C
FORM OF LEASE AGREEMENT



RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT ("**Lease**") is entered into by Stanley Peterson and Deanna Peterson (collectively "**Tenant**") and the City of Everett, a Washington municipal corporation ("**Landlord**" or "**City**"). Contemporaneously with this Lease, the City is purchasing the real property described in Exhibit A hereto and the improvements thereon under the terms of the parties' Purchase and Sale Agreement for the Property dated on or about December 31, 2024. As part of the consideration for the City's purchase of the Property, the City has agreed to leaseback to Tenant the house and two detached buildings on such real property until February 28, 2027. The parties therefore agree to the following Lease terms and conditions:

SPECIFIC TERMS

1. DATE OF LEASE:	February 1, 2025
2. TENANT:	Stanley Peterson and Deanna Peterson
3. PROPERTY/PREMISES:	PROPERTY: The real property legally described on attached <u>Exhibit A</u> PREMISES: 9900 18th Ave. W., Everett, WA 98204. The Premises includes a primary residence with approximately 1824 square feet and two detached buildings for storage and garage space. The Premises is located on a portion of Property.
4. LEASE TERM:	The term begins on the date of closing of the sale of the Property to the City. The term ends on February 28, 2027.
5. RENT:	There is no rent under this Lease because this Lease is part of the consideration to the Tenant for the City's purchase of the Property.
6. REFUNDABLE SECURITY DEPOSIT:	N/A
7. NONREFUNDABLE CLEANING FEE:	N/A
8. APPLICATION / SCREENING FEE	N/A
9. ADDRESS FOR NOTICE	City of Everett Attn: Real Property 802 E. Mukilteo Blvd. Bldg. 100 Everett, WA 98203
10. OTHER PROVISIONS	Tenant shall maintain and repair at Tenant's cost the Premises in the same condition as the Premises exists as of the date of closing of the sale of the Property to the City, reasonable wear and tear excepted.

To maximum extent allowed by law, Tenant agrees that the City has no obligation to repair or maintain the Premises. To the maximum extent allowed by law, Tenant agrees that, if maintenance or repair of the Premises is needed and Tenant does not complete the needed work, then the City may provide Tenant written notice of the needed work. If the Tenant does not complete the needed work within 90 days of the City's notice, then the City may terminate this Lease effective upon delivery to Tenant of a written termination notice.

No material alterations may be made to the Premises or Property without prior written authorization from the City.

Tenant acknowledges and agrees that the City has the right to access and enter onto Property from time to time for survey and other work related to City's future use of the Property. The City will provide 48 hours' notice to Tenant before entry onto Property.

Tenant may terminate the Lease at any time with 30 days prior written notice.

Landlord may terminate the Lease with no less than six months' notice.

GENERAL TERMS

1. LEASE OF PREMISES. Landlord agrees to lease to Tenant the "**Premises**," which is located at the Premises Address in Section 3 of the Specific Terms. The Premises is located on a portion of the real property further described in Exhibit A (the "**Property**").

2. NOT USED.

3. UTILITIES. Tenant shall pay for all utilities, including, but not limited to electric, gas, water and sewer for the Premises during the term of this Lease. If the bills for any utilities are delivered to Landlord, Landlord shall forward the bill to Tenant and Tenant shall pay such bills in full prior to the date that each is due. Failure by Tenant to pay the amounts due for any utility three (3) times during any twelve (12) month period, shall be a breach of this Lease entitling Landlord to exercise all of its rights and remedies available under law for such breach, including, without limitation, the right to terminate this Lease.

4. REPLACEMENT KEYS. A \$50.00 fee will be charged to replace keys.

5. NOT USED.

6. NOT USED.

7. NOT USED.

8. NOT USED.

9. TERMINATION OF TENANCY

9.1 The term of this Lease shall expire on the ending date of the Lease Term in Section 4 of the Specific Terms or by written notice as provided in the "Other Provisions" in the Specific Terms. If Landlord does not consent to Tenant holding over after the expiration of the initial Lease Term, Tenant shall vacate the Premises no later than midnight on the last day of the initial Lease Term. If Landlord consents to Tenant holding over after the expiration of the initial Lease Term, such tenancy shall be deemed to be on a month-to-month basis on the same terms as this Lease and such tenancy may be terminated according to Washington law at the end of a calendar month by Landlord or Tenant upon at

least 20 days' prior written notice to the other. If either party issues notice of termination, Tenant shall vacate the Premises no later than midnight on the last day of the applicable calendar month.

9.2 Landlord may give the following notices as circumstances may warrant:

- a) Three day notice to vacate the Premises for committing waste upon the Premises, setting up or carrying on any unlawful activity or business, or permitting or maintaining a nuisance on or about the Premises.
- b) Ten day notice to comply with any of the terms of this Lease or vacate the Premises.

9.3 Any notice given by either party shall be in writing, either delivered personally or sent by U.S. Mail prepaid or by email. Notice to Tenant shall be delivered to the address of the Premises, or Tenant's last-known address. Notice to Landlord shall be delivered to Landlord at the Address for Rent in Section 9 of the Specific Terms.

10. TENANT'S OBLIGATIONS. Tenant agrees as follows:

10.1 To pay all amounts, if any, due to Landlord under this Lease and to pay all utilities.

10.2 To keep the floor coverings, window coverings, countertops, furnishings, patios, parking spaces, and appliances in good working order and in a clean sanitary condition, including emptying the lint trap in the dryer between laundry loads.

10.3 To provide timely notice to the Landlord of any windows, doors, or other fixtures damaged or broken by Tenant or Tenant's guests, invitees, or licensees during occupancy. Tenant agrees to pay all costs, expenses, and fees expended or incurred by Landlord to repair or replace such damaged or broken items.

10.4 To take precaution against freezing or stopping of water or waste pipes; the cost of repairing pipes damaged by Tenant or Tenant's guests, invitees, or licensees during occupancy, including damage caused by failure to take precautions against freezing, and the cost of clearing stopped pipes, shall be at Tenant's sole expense.

10.5 To promptly notify Landlord of any substantial damage, breakage, or non-operation of pipes, toilets, appliances, furnaces, or other aspects of the Premises, including, without limitation, water leaks and water damage of any kind.

10.6 To properly dispose of all garbage and other waste at reasonable and regular intervals and to follow all required recycling and composting procedures, and to assume all costs of extermination and fumigation for infestation arising during Tenant's occupancy.

10.7 To have no garage, yard or other sales on the Premises or Property, or to have guests visit for any commercial purpose without Landlord's written consent.

10.8 Not to keep on the Premises any item of a dangerous, toxic, flammable, or explosive character or any item that will increase any property or liability insurance of Landlord.

10.9 To comply with all federal, state and local laws, regulations, and ordinances, with special emphasis placed on Landlord's prohibition on the use of the Premises for drug manufacture/possession/sale, prostitution, or any felony, misdemeanor, or other illegal use.

10.10 Not to permit any person to occupy the Premises other than Tenant; Landlord consent is required for guests visiting longer than 7 days in any 4-week period. All unauthorized occupants shall result in a charge to Tenant of \$100 per day.

10.11 To ensure that Tenant and Tenant's guests, invitees and licensees maintain order in and around the Premises and the Property, and refrain from any loud or disruptive noises.

10.12 Tenant is responsible for snow removal on the Premises.

10.13 Upon termination of the Lease, in addition to any other requirements in the Lease, Tenant shall comply with the following:

10.19.1 Tenant shall have removed all personal property not affixed to the Property.

10.19.2 Tenant shall deliver to Landlord all keys and garage door openers to buildings on the Premises.

10.19.3 Not Used.

10.19.4 Not Used.

10.19.5 Tenant shall have complied with all the provisions of this Lease.

10.19.6 Not Used.

11. USE. Tenant agrees that the Premises are to be used and occupied by Tenant as a private dwelling and for no other purpose. Any adult residing in the Premises for other than visitation must be named above as a "Tenant." Adding any adult as a "Tenant" is at Landlord's sole discretion and at minimum will require the adult to complete a background check.

12. ACCEPTANCE. Because Tenant owned and occupied the Property and Premises immediately prior to commencement of this Lease, Tenant represents and warrants that Tenant is thoroughly familiar with the Premises and the Property and that the Premises and Property are in good order, repair, and in a safe, clean, and tenantable condition. If there is an inspection report completed prior to the commencement of this Lease, the parties will initial and exchange that report by email or other agreed means.

13. LIABILITY

14.1 Tenant agrees that all personal property in the Premises shall be at the risk of Tenant. Except as provided by Washington law, Landlord shall not be liable in any manner for damage or loss of Tenant's personal property or the personal property of Tenant's guests, invitees or licensees due to theft, vandalism, fire, water, rain, smoke, explosions, earthquake, or other causes whatsoever unless the damage or loss is due solely to Landlord's gross negligence or intentional misconduct.

14.2 Except as provided by Washington law, Landlord shall not be liable for, and Tenant shall indemnify, defend, and hold Landlord harmless from and against, any claims, demands, causes of action, judgments, attorneys' fees, costs and expenses arising from or connected with Tenant's use or occupancy of the Premises or the Property, as well as claims, demands, causes of action, judgments, attorneys' fees, costs and expenses for property damage, bodily injuries or death suffered or caused in or about the Premises or the Property, resulting directly or indirectly from the acts or negligence of Tenant or Tenant's guests, invitees or licensees. Tenant also agrees to indemnify, defend, and hold Landlord harmless from and against any and all loss, liability, claims, demands, causes of action, judgments, attorneys' fees, costs and expenses arising out of or relating to Tenant's violation of the promises and agreements contained in this Lease.

14. RENTER'S INSURANCE. Tenant understands that Landlord's insurance does not cover Tenant's personal property or Tenant's personal liability arising from the acts or omissions, negligence, intentional misconduct or use of the Premises of or by Tenant or Tenant's guests or invitees. Accordingly, Tenant acknowledges that Landlord has encouraged Tenant to obtain renter's insurance, liability insurance and such other insurance as may be necessary to adequately protect Tenant and its property. Tenant has knowingly and intentionally made decisions concerning such insurance as Tenant deems to be in Tenant's best interest and is not relying on Landlord to provide any insurance or other similar protection in connection with Tenant's manufactured home, personal property or potential liability.

15. IMPROVEMENTS BY LANDLORD. Landlord may, at its option, install certain additional improvements on the Premises during Tenant's occupancy. Landlord shall respect Tenant's privacy, shall provide Tenant with at least two days' advance notice of its intention to perform any such work, and shall attempt to schedule and perform such work in a manner that reasonably minimizes disturbance to Tenant.

16. ACCESS. Tenant shall allow Landlord access at all reasonable times to the Premises for the purposes of inspection, to show the Premises to any other person having a legitimate interest therein, or to make necessary repairs or improvements. Landlord shall, unless impracticable, give Tenant two days' prior notice of its intention to enter the Premises. In case of emergency or abandonment, Landlord may enter the Premises without notice to Tenant.

17. Not Used.

18. REMOVAL OF PROPERTY. In the event of abandonment, Landlord may immediately enter the Premises and take possession of any property left by Tenant. Landlord shall store the same in a secure place and mail a notice to Tenant's last-known address stating the location and address of the stored property. After 45 days from the date the notice of such sale or disposal is mailed or personally delivered to Tenant, Landlord may sell or dispose of such property and may apply any income derived therefrom against monies due the Landlord, including moving and storage fees. Any excess income derived from the sale of such property shall be held by Landlord for the benefit of Tenant for a period of one year from the date of the sale. If no claim is made or action commenced by Tenant for the recovery thereof prior to the expiration of that period of time, the balance, including interest, shall become the property of Landlord.

19. ASSIGNMENT. Tenant shall not assign this Lease nor sublet the Premises or any part thereof. An assignment or subletting without Landlord's prior written consent shall be absolutely null and void and shall, at Landlord's option, terminate this Lease. Landlord may assign this Lease without Tenant's consent.

20. LEASE PROVISIONS, POLICIES AND PROCEDURES. Tenant agrees that Landlord may, upon 30 days' written notice, make such reasonable changes or additions to this Lease as are reasonably necessary to protect the Premises from waste and destruction. All other provisions of this Lease shall remain in full force and effect regardless of any change in rules or regulations.

21. SMOKE DETECTORS; CARBON MONOXIDE DETECTORS.

_____ The Premises are equipped with smoke and carbon monoxide detection devices designed, manufactured and installed inside the Premises in conformance with federal and state standards. Pursuant to RCW 43.44.110, Tenant is responsible to maintain these devices in
Initials proper operating condition, including the replacement of batteries when required for proper operation.

_____ If, at any time during the term of this Lease, it appears any smoke or carbon monoxide detection device is not in operation, Tenant shall immediately notify Landlord of the need to replace the
Initials device. By state law, failure to comply with these provisions shall be punished by a fine of not more than \$200.00.

22. MOLD.

_____ Tenant acknowledges receipt of the publication entitled "Got Mold? Frequently Asked Questions About Mold," as required by RCW 59.18.060(12) and attached as **EXHIBIT B**.

Initials _____ Tenant further acknowledges that Tenant's everyday activities may promote or allow mold, mildew or fungi to exist on the Premises, and Tenant waives and releases any and all rights to bring claims for personal injuries or property damage against Landlord, its agents and assigns arising out of, resulting from, or contributed by, directly or indirectly, or in any way related to

mold, mildew or fungi existing within the Premises. Tenant agrees to take reasonable action to prevent mold, such as opening a window to keep adequate ventilation.

23. LEAD PAINT.

Tenant acknowledges receipt of the Disclosure of Information on Lead-Based Paint, attached as

Initials **EXHIBIT C.** Tenant also acknowledges receipt of the pamphlet entitled "Protect Your Family from Lead Paint in Your Home."

24. NON-WAIVER. Neither the failure nor any delay by any party in exercising any right or privilege under this Lease will operate as a waiver of such right or privilege, and no single or partial exercise of any right or privilege will preclude any other or further exercise of such right or privilege.

25. LANDLORD RIGHT TO CURE. Landlord is permitted to take any action to cure any breach or default hereunder by Tenant and any expenses incurred by Landlord in so doing shall be at Tenant's expense and must be reimbursed by Tenant upon demand.

26. DEFAULT INTEREST. All amounts due Landlord hereunder that are not paid when due shall, in addition to any late fees, incur interest at annual interest rate of 12% or the greatest interest rate permitted by law, whichever is less.

27. ATTORNEYS' FEES. Tenant agrees to pay all costs, expenses and attorneys' fees, as allowed by law, expended or incurred by Landlord by reason of any default or breach by Tenant of any of the terms of this Lease, including attorneys' fees on any appeal.

28. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and that this Lease may not be modified, changed, altered, or amended in any way except through a written amendment signed by both parties.

29. SEVERABILITY. If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the remaining provisions of this Lease shall remain in full force and effect.

30. BINDING EFFECT. Each of the Tenants executes this Lease as a principal and not as a surety and the Tenants are each jointly and severally liable for all of the obligations of the Tenant under this Lease. Landlord is not required to join all of the Tenants in any action under this Lease and may proceed against all or any of the Tenants. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns; provided that Tenant shall not assign this Lease without Landlord's prior written consent.

31. GOVERNING LAW. This Agreement shall be governed, construed and interpreted pursuant to the laws of the State of Washington.

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[Signatures on following page]

EXECUTED BY Landlord and by Tenant as of the day and year first above written.

LANDLORD:

TENANT:

CITY OF EVERETT

Stanley Peterson

MAYOR

Deanna Peterson

ATTEST:

OFFICE OF THE CITY CLERK

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

LANDLORD

STATE OF WASHINGTON

} ss.

COUNTY OF SNOHOMISH

This record was acknowledged before me on _____, 2025 by Cassie Franklin as the Mayor of the City of Everett, a Washington municipal corporation.

[Stamp Below]

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires _____

TENANT

STATE OF WASHINGTON

} ss.

COUNTY OF SNOHOMISH

This record was acknowledged before me on _____, 2025 by Stanley Peterson and Deanna Peterson.

[Stamp Below]

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires _____

EXHIBIT A

PROPERTY DESCRIPTION

Parcel No. 00480600101903

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EXCEPT the East 345 feet thereof.

TOGETHER WITH an easement for water line over the Westerly 3 feet of Lot 7, Bloomfield Park, according to the plat thereof recorded in Volume 22 of Plats, page 10, records of the Auditor of the County of Snohomish, State of Washington.

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EXHIBIT B

GOT MOLD? FREQUENTLY ASKED QUESTIONS ABOUT MOLD

What are molds?
What makes molds grow in my home?
Can I be exposed to mold?
Do molds affect my health?
When is mold a problem?
When should I sample for mold?
Can I control mold growth in my home?
What cleans up mold?
What cleans up moldy furniture?
Should I paint over mold?
Must landlords tell tenants about mold?

What are molds?

Molds are tiny microscopic organisms that digest organic matter and reproduce by releasing spores. Molds are a type of fungi and there are over 100,000 species. In nature, mold helps decompose or break-down leaves, wood and other plant debris. Molds become a problem when they go where they are not wanted and digest materials such as our homes.

What makes molds grow in my home?

Mold enters your home as tiny spores. The spores need moisture to begin growing, digesting and destroying. Molds can grow on almost any surface, including; wood, ceiling tiles, wallpaper, paints, carpet, sheet rock, and insulation. The mold grows best when there is lots of moisture from a leaky roof, high humidity, or flood. There is no way to get rid of all molds and mold spores from your home. But you can control mold growth by keeping your home dry.

Can I be exposed to mold?

When molds are disturbed, they release spores into the air. You can be exposed by breathing air containing these mold spores. You can also be exposed through touching moldy items, eating moldy food or accidental hand to mouth contact.

Do molds affect my health?

Most molds do not harm healthy people. But people who have allergies or asthma may be more sensitive to molds. Sensitive people may experience skin rash, running nose, eye irritation, cough, nasal congestion, aggravation of asthma or difficulty breathing. People with an immune suppression or underlying lung disease, may be at increased risk for infections from molds.

When is mold a problem?

You know you have mold when you smell the "musty" odor or see small black or white specks along your damp bathroom or basement walls. Some mold may be hidden growing behind wall coverings or ceiling tiles. Even dry, dead mold can cause health problems, so always take precautions when you suspect mold.

Mold is often found in areas where water has damaged building materials and furniture after flooding or plumbing leaks. Mold can also be found growing along walls where warm moist air condenses on cooler wall surfaces, such as inside cold exterior walls, behind dressers, headboards, and in closets where articles are stored against walls. Mold often grows in rooms with both high water use and humidity, such as kitchens, bathrooms, laundry rooms, and basements. If you notice mold or know of water damaged areas in your home, it is time to take action to control its growth.

When should I sample for mold?

You don't need to sample for mold because in most cases you can see or smell mold. Even a clean, dry house will have some mold spores, but not enough to cause health problems. If you smell mold it may be hidden behind wallpaper, in the walls or ceiling or under the carpet. If you suspect you have hidden mold be very careful when you investigate, protect yourself from exposure in the same manner as you would for a clean-up. See clean-up chart below:

Can I control mold growth in my home?

Yes you can. **Dry out the House** and fix any moisture problems in your home:

- Stop water leaks, repair leaky roofs and plumbing. Keep water away from concrete slabs and basement walls.
- Open windows and doors to increase air flow in your home, especially along the inside of exterior walls. Use a fan if there are no windows available.
- Make sure that warm air flows into all areas of the home. Move large objects a few inches away from the inside of exterior walls to increase air circulation.
- Install and use exhaust fans in bathrooms, kitchens, and laundry rooms.
- Ventilate and insulate attic and crawl spaces. Use heavy plastic to cover earth floors in crawl spaces.
- Clean and dry water damaged carpets, clothing, bedding, and upholstered furniture within 24 to 48 hours, or consider removing and replacing damaged furnishings.
- Vacuum and clean your home regularly to remove mold spores.
- Check around your windows for signs of condensation and water droplets. Wipe them up right away so mold can't start to grow.

What cleans mold?

Clean up mold and take care of the problem by keeping your home dry and keeping mold out.

Act fast! Mold damages your home as it grows. Clean it up as soon as possible.

Size the moldy area	Decide if you have a large or small area of mold. A small area is less than about ten square feet, or a patch three feet by three feet square. To clean a small area, follow the advice below. You may use a cotton face mask for protection. If you have a lot of mold damage (more than ten square feet) consider hiring a cleaning professional. If the moldy area has been contaminated by sewage or is in
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	hidden places hire a professional. To find a professional, check under "Fire and Water Damage Restoration" in your Yellow Pages. If you decide to clean up on your own, follow the guidance below.
Use protection	Wear goggles, gloves, and breathing protection while working in the area. For large consolidated areas of mold growth, you should wear an Occupational Safety and Health Administration (OSHA) approved particle mask.
Seal the area	Seal off area from the rest of your home. Cover heat registers or ventilation ducts/grills. Open a window before you start to clean up.
Remove items	Remove all your furnishings to a mold-free area. Clean the surrounding moldy area then follow cleaning directions below for the items you removed and the new space.
Bag moldy trash	Bag all moldy materials and tie off the top of the bag. Bring them outdoors and place in your garbage container right away.
Scrub surfaces	Scrub hard surfaces: First wash with a mild detergent solution, such as laundry detergent and warm water. Allow to dry. (Optional step) Then wipe with a solution of ¼ cup bleach to one quart of water. Wait 20 minutes and repeat. Wait another 20 minutes. Last apply a borate-based detergent solution and don't rinse. This will help prevent mold from growing again. A borate-based laundry or dish washer detergent has "borate" listed on the ingredients label.
Clean and wash	Give the entire area a good cleaning, vacuum floors, and wash any exposed bedding or clothing.
Monitor	Check regularly to make sure mold has not returned to the clean-up area.

What cleans-up moldy furniture?

How to clean your moldy furniture depends on how it reacts to water. See chart below:

Reaction to Water	Items	Recommendations
Doesn't absorb water and is washable	Wood, metal, plastic, glass, and ceramics objects.	Wipe with a solution of lukewarm water and laundry detergent.
Absorbs water and is washable	Clothes and bedding.	Wash in laundry.

Absorbs water but not washable	Beds, sofas and other furniture.	These items may have to be discarded. Or, try to save by vacuuming well and allowing to air out. If there is no odor it may be okay. Mold can come back, so watch for any mold growth or mold related health problems. Discard the item if you suspect mold is growing inside or outside the item.
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Should I paint over mold?

No. Don't paint or caulk over mold. The mold will grow under the paint and the paint will peel.

Must landlords tell tenants about mold?

Yes! In 2005, the Washington State legislature approved Engrossed Senate Bill ([ESB\) 5049 \(See especially Section 2.12\)](http://www.leg.wa.gov/pub/billinfo/2005-06/Htm/Bills/Senate%20Bills/5049.E.htm) (<http://www.leg.wa.gov/pub/billinfo/2005-06/Htm/Bills/Senate%20Bills/5049.E.htm>) that requires landlords to notify their tenants about mold.

Who can I contact for more information?

For more information, see the [DOH Web page](#) or contact a staff member below:

Laura White (360) 236-3090

Paul Marchant (360) 236-3363

For persons with disabilities this document is available on request in other formats. To submit a request, please call 1-800-525-0127 (voice) or 1-800-833-6388 (TTY/TDD).

EXHIBIT C
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- (ii) ☒ *Landlord* has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the *Landlord* (check (i) or (ii) below):

- (i) *Landlord* has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- (ii) ☒ *Landlord* has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

(c) _____ *Tenant* has received copies of all information listed above.

(d) _____ *Tenant* has received the pamphlet *Protect Your Family from Lead in Your Home*.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord/Agent

Date

Tenant

Date

Tenant

Date

Project title: Distribution Easement to Public Utility District No. 1 of Snohomish County at College Station

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 1/15/2025
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Distribution Easement

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 College Station

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

Location: College Station

Preceding action: N/A

Fund: N/A

Fiscal summary statement:

None.

Project summary statement:

The City of Everett seeks to install inductive charging pads for Everett Transit buses at College Station (2108 Tower Street). The project will require installation of transformers by Snohomish County PUD. The proposed distribution easement will provide Snohomish County PUD the necessary access to install and maintain the transformer equipment.

Recommendation (exact action requested of Council):

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

AFTER RECORDING, PLEASE RETURN TO:

Public Utility District No. 1 of Snohomish County
Attn: H Waxham M/S O1
Real Estate Services
P.O. Box 1107
Everett, WA 98206-1107

E-_____
WO#100137439 N#10000203583

DISTRIBUTION EASEMENT

Grantor ("Owner"): City of Everett, a municipal corporation
Grantee: Public Utility District No. 1 of Snohomish County
Short Legal Description: Portion NW ¼ NW ¼ Section 17, Township 29 N, Range 05E, W.M.
Tax Parcel Nos: 00593816201401

THIS DISTRIBUTION EASEMENT ("Easement") is made this ____ day of _____ 202__, by and between the **City of Everett**, a municipal corporation of the State of Washington ("Owner"), 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"):

The East half of Lots 14, 15, 16, and 17, Block 162, Swalwell's Fourth Addition, according to the plat thereof recorded in Volume 7 of Plats, Page 44, records of Snohomish County, situate in the county of Snohomish, State of 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 patrol, construct, erect, reconstruct, alter, improve, extend, repair, operate, and maintain overhead and/or underground electric distribution lines and facilities, Grantee-owned communication wires and cables, and other necessary or

convenient appurtenances, across, over, under, through and upon the following portion of Owner's Property (hereinafter "Easement Area"):

That portion of the above-described property being a strip of land ten feet (10') in width having five feet (5') of such width on each side of the centerline of the electrical facilities as constructed, to be constructed, extended or relocated within the above-described real property. The exterior boundaries of said easement being widened accordingly to provide Grantee 8 feet of easement area adjoining all sides of Grantee's ground mounted transformers, switch cabinets, and/or vaults.

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 electric distribution lines and facilities, communication wires and cables, and other appurtenances. The Owner shall not construct or permit to be constructed any structures of any kind in the Easement Area 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 Property which in the opinion of Grantee constitute a hazard to said lines and facilities, communication wires and cables, and other appurtenances or the Grantee's access thereto. Trees, brush or other growth shall be deemed hazardous to the lines or facilities 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 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. 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

By: _____ Its: _____

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington

County of _____

I certify that I know or have satisfactory evidence that _____
signed this instrument, on oath stated that _____ (he/she/they) (was/were) authorized
to execute the instrument and acknowledged it as the _____ of the City of Everett,
a municipal corporation of the State of Washington, 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 _____, 202____

(Seal or Stamp)

Signature of
Notary Public _____
Print Name: _____
Residing at: _____

My appointment expires _____

Project title: Authorize 2024 Water Quality Grant Agreement Amendment 1

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 01/15/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Agreement

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

425-257-8967

Email:

jmarrrs@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: 2024 Water Quality Grant Agreement Amendment 1

Project: Port Gardner Storage Facility

Partner/Supplier: Washington State Department of Ecology

Location: West Marine View Drive

Preceding action: Authorize 2024 Water Quality Grant Agreement, [03/13/2024](#)

Fund: Fund 336 – Water & Sewer System Improvements Fund

Fiscal summary statement: The amount funded by the 2024 Water Quality Grant Agreement for Port Gardner Storage Facility stormwater design tasks is \$3,765,954.75. Information on total project cost and the City's cost share follows.

Total Project Cost:	\$4,430,535.00
Ecology Share (85%):	\$3,765,954.75
City of Everett Share (15%):	\$664,580.25

Project summary statement: The former Kimberley-Clark Wastewater Treatment Plant is being repurposed to serve as the City's future Port Gardner Storage Facility. Once constructed, the Port Gardner Storage Facility will provide temporary detention and treatment of regional stormwater flows and temporary detention of combined sewer flows bringing the City's existing Puget Sound Outfalls number 4 through 7 into regulatory compliance.

Public Works applied for and received a 2024 Ecology Water Quality Grant to fund stormwater infrastructure design for the Port Gardner Storage Facility Project. The grant agreement was executed on 4/5/24. Grant funds are being used to fully design regional stormwater conveyance infrastructure to the site and stormwater treatment and pumping infrastructure on site.

Public Works seeks Amendment 1 to the grant agreement to modify the project scope to expedite the design process and prepare for construction to begin at the earliest date possible. Scope modifications include adding sub tasks and deliverables to Task 3 Design Plans and Specifications. The overall grant budget and expiration date remain the same.

Recommendation (exact action requested of Council): Authorize the Mayor to sign the 2024 Water Quality Grant Agreement Amendment 1 with the Washington State Department of Ecology in the amount not to exceed \$3,765,954.75.



AMENDMENT NO. 1
TO AGREEMENT NO. WQC-2024-EverPW-00027
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Everett

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Everett (RECIPIENT) for the City of Everett Port Gardner Water Quality Program – Phase 1 Design (PROJECT).

This amendment will modify the PROJECT scope of work to expedite the design process and prepare for construction at an earlier date than the RECIPIENT originally expected. Scope modifications include adding sub tasks and deliverables to Task 3, Design Plans and Specifications. The budget and expiration date remain the same.

The following language is added to Task 3:

C. The RECIPIENT will submit a Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. Allow 15 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Final Bid Package Acceptance Letter prior to advertising the project.

D. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Guidance for CQAP development is located in the Stormwater Deliverables Guidance document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.

E. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.

F. The RECIPIENT will submit a project schedule prior to the start of construction and whenever major changes occur.

The following deliverables are added to Task 3:

- 3.8 - Final Bid Package.
- 3.9 - Responses to ECOLOGY Final Bid Package comments.
- 3.10 - Ecology Final Bid Package Acceptance Letter.
- 3.11 - Bid Documents (e.g. bid announcement, bid tabulations, and bid award).
- 3.12 - Construction Quality Assurance Plan.
- 3.13 - Pre-Construction Conference Meeting Minutes.

3.14 - Project Schedule. Submit prior to construction and when changes occur.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

CHANGES TO SCOPE OF WORK

Task Number: 3 **Task Cost:** \$4,253,107.00

Task Title: Design Plans and Specifications

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Deliverables for Stormwater Projects with Ecology Funding Document. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

A. The RECIPIENT will submit a Design Report to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

1. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed design using the methods outlined in the Stormwater Deliverables Document.

B. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding to Final Bid Package.

C. The RECIPIENT will submit a Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes project plans, specifications, engineer’s opinion of cost including a schedule of eligible costs, and project construction schedule. Allow 15 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Final Bid Package Acceptance Letter prior to advertising the project.

D. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Guidance for CQAP development is located in the Stormwater Deliverables Guidance document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.

E. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.

F. The RECIPIENT will submit a project schedule prior to the start of construction and whenever major changes occur.

Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

Deliverables

Number	Description	Due Date
3.1	Contract documents, if procuring services for design. The contract must include ECOLOGY’s standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
3.2	Design Report . Upload to EAGL and notify ECOLOGY.	
3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY.	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.5	90 Percent Design Package . Upload to EAGL and notify ECOLOGY.	

3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.8	Final Bid Package. Upload to EAGL and notify ECOLOGY.	
3.9	Responses to ECOLOGY Final Bid Package comments. Upload to EAGL and notify ECOLOGY.	
3.10	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.11	Bid Documents (e.g. bid announcement, bid tabulations, and bid award). Upload to EAGL and notify ECOLOGY.	
3.12	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
3.13	Pre-Construction Conference Meeting Minutes. Upload to EAGL and notify ECOLOGY.	
3.14	Project Schedule. Submit prior to construction and when changes occur. Upload to EAGL and notify ECOLOGY.	

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 11/05/2024.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Everett

By: _____

Vincent McGowan, P.E. _____ Date _____

Water Quality _____

Program Manager _____

By: _____

Angelique Thompson Date

Capital Program Fund Manager

Tim Benedict

Deputy City Attorney Date

Cassie Franklin

Mayor _____ Date _____

Marista Jorve

City Clerk

Date

Template Approved to Form by
Attorney General's Office

Project title: Award and authorize the Chaplain Gap 2024 Snag Creation contract.

Council Bill #

Project: Chaplain Gap 2024 Snag Creation Project

Partner/Supplier: Sam's Tree Care

Location: Lake Chaplain Tract

Preceding action: n/a

Fund: 401 Water and Sewer Utility Fund

Agenda dates requested:

Briefing

Proposed action

Consent 01/15/25

Action

Ordinance

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Proposed Contract

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

(425) 257-8967

Email:

jmarrs@everettwa.gov

Fiscal summary statement:

The City of Everett seeks a Timber Snag Creation Contract with Sam's Tree Care with a total compensation amount not to exceed \$66,240. Source of funds for this contract will be 401 – Water & Sewer Utility Fund.

Project summary statement:

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

The award of the Chaplain Gap 2024 Snag Creation contract will continue to accomplish the habitat objectives approved in the Safe/Harbor Cooperative Habitat Enhancement Agreement.

This project involves creating 288 snags from live standing conifer trees for wildlife habitat. Based on bids received on November 20, 2024, the low bidder was Sam's Tree Care with a bid of \$66,240.

Recommendation (exact action requested of Council):

Award the Timber Snag Creation Contract to Sam's Tree Care in the amount of \$66,240 and authorize the Mayor to sign the snag creation contract.

Initialed by:

RLS

Department head

Administration

Council President

TIMBER SNAG CREATION CONTRACT

THIS CONTRACT is dated and effective as of the date of last signature below and is by and between the City of Everett, a Washington municipal corporation (the "City"), and the Contractor shown below in the Basic Provisions. This Contract includes and incorporates the Basic Provisions, the attached General Provisions, the attached Specifications, and the attached Maps and Figures.

BASIC PROVISIONS	
Project Name/ WO Number	Chaplain Gap 2024 Snag Creation / WO # 401-5-200124923410
Contractor	Sam's Tree Care
	8204 21st Ave NE Seattle, WA 98115
	sampsawright@gmail.com
City Contract Administrator	Anna Thelen
	City of Everett -- Public Works 3200 Cedar St. Everett, WA 98201
	athelen@everettwa.gov
Project	The Contractor will furnish all labor, tools, materials, equipment, and supplies required to complete all work as set forth in this Contract. The entire work set forth in the Contract is referred to herein as either the "Work" or the "Project."
Contract Time	The Project shall be physically complete in all respects within 120 calendar days from the date of issuance of a Notice to Proceed. The Contractor shall not start the Work until receipt of Notice to Proceed from the City. If a purchase order is issued for the Work, it is only a Notice to Proceed. The purchase order's pre-printed terms and conditions are not part of the Contract
Contract Price	The amount of this Contract is the Contract Price, which is \$66,240.00. The basis for final payment will be the actual amount of Work performed in accordance with the Contract. In no event shall the total amount paid to Contractor exceed the Contract Price unless the Contract amount has been increased by one or more change orders signed by the City.

Contractor Insurance Contact Information	Nanci Gonzalez
	(206) 956-1600
	Nanci.Gonzalez@bbrown.com

IN WITNESS WHEREOF, the City and Contractor have executed this Contract, which includes the above Basic Provisions, the attached General Provisions, the attached General Provisions, the attached Specifications, and the attached Maps and Figures.

**CITY OF EVERETT
WASHINGTON**

SAM'S TREE CARE

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Sampsa Wright

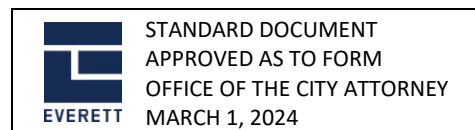
Signer's Email Address: sampsawright@gmail.com

Title of Signer: Owner

Date

ATTEST

Office of the City Clerk



ATTACHMENT TO CONTRACT
(GENERAL PROVISIONS)

1. Contract Procedures

- A. Safety. The Contractor shall take all necessary precautions for the safety of employees on the worksite and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.
- B. Correction of Defects/Warranty. If, during the course of the Contract, the Work rendered does not meet the requirements set forth in the Contract Documents, the Contractor shall correct or modify the Work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such Work until it meets the requirements of the Contract. In addition, the Contractor shall be responsible for correcting all defects in the Work discovered within one year after the date the completion of the Work. If a longer warranty period is specified elsewhere in the Contract, then that longer period applies. All warranties in the Contract are cumulative; if warranties contained in the Contract are different or conflict with each other, then the most stringent on the Contractor applies.
- C. Change Orders. Changes to the Work, if any, will be formalized in change orders signed by the Contractor and the City. The Mayor will sign all change orders on behalf of the City.
- D. Contract Claims. The Contractor shall provide written notice to the City of any contract claim against the City relating to differing site conditions, protests, work orders, revision of work orders, damages, expenses, costs, extra work, or anything else arising out of this Contract. To the maximum extent allowed by law, a contract claim is forever waived if such notice is not delivered to the City by the earlier of (A) the date that is thirty (30) days after the discovery of the basis of such contract claim or (B) the date that is thirty (30) days after completion of the Work at issue in the contract claim.

2. Method of Payment.

- A. To obtain payment, Contractor shall file its request for payment with the City Contract Administrator. Contractor shall be paid no more often than once every thirty days.
- B. All requests for payment should be sent to the City Contract Administrator Address in the Basic Provisions or to an address designated by the City Contract Administrator in writing.

3. Indemnification/Waiver of Industrial Insurance Immunity (RCW 4.24.115).

- A. Except as otherwise provided in this section, the Contractor hereby agrees to save, hold harmless, defend, and indemnify the City, its officers, employees, and agents from any and all loss, claims, demands, suits, damage, or liability of any kind whatsoever, whether or not reduced to judgment or arbitration award, in connection with, or arising out of, this Contract, or resulting from Contractor's (or its subcontractor's or supplier's) performance of, or failure to perform, its express and implied obligations under the Contract. Contractor shall pay any judgment that may be obtained against the City, its officers, employees, agents, or third persons in such suit. The Contractor's obligations under this section shall not apply to loss, claims, demands, suits, damage, or liability caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular loss, claim, demand, suit, damage, or liability, and (2) such loss, claim, demand, suit, damage, or liability is caused by or results from the concurrent negligence of (a) the Contractor, its employees, subcontractors/subconsultants or agents and (b) the City or its agents or employees, then the Contractor's obligations under this section shall apply only to the extent of Contractor's negligence. The City shall give Contractor reasonable notice of such claim. The City retains the right to approve claims investigation and counsel assigned to said claim, and all investigation and legal work regarding said claim shall be performed under a fiduciary relationship to the City. This section survives any termination, completion or expiration of this Contract.
- B. Contractor waives any right of contribution against the City. It is agreed and mutually negotiated that in any and all claims against the City, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under industrial worker's compensation acts, disability benefit acts, or other employees' benefit acts. Solely for the purpose of indemnification and defense as provided in this Contract, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW. The Contractor expressly acknowledges that this waiver of immunity under Title 51 RCW was the subject of mutual negotiation and was specifically entered into pursuant to the provisions of RCW 4.24.115.

4. Everett Business License (EMC 3.19.025). The Contractor must maintain a City of Everett Business License.

5. General Compliance with Law and Equal Opportunity. The Contractor shall comply with all federal, state, and local laws and regulations applicable to the work to be done under this Contract. Without limiting the foregoing, Contractor shall not discriminate against

any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, national origin, or other circumstance prohibited by applicable federal, state, or local law or ordinance. The Contractor shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.

6. Insurance Requirements.

- A. The Contractor shall comply with the following conditions and procure and keep in force during the term of this Contract, at the Contractor's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
 - 1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence.
 - 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate.
 - 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile.
- B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without thirty (30) days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this Contract.
- C. Prior to the Contractor performing any Work, Contractor shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. The Contractor shall provide the City with endorsement(s) for the CGL and auto policies naming the City of Everett, its officers, employees, and agents as Additional Insureds. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill these requirements.
- D. The Contractor shall require subcontractors to provide coverage that complies with the requirements stated herein.

7. Independent Contractor. Contractor is and shall be at all times during the term of this Contract an independent contractor and not an employee of the City. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City.

8. Contract Termination.

- A. Termination for Default. The City may terminate the Contract upon written notice to Contractor and its surety whenever the Contractor is deemed to be in default or fails to fulfill, in a timely and proper manner, one or more Contract obligations or is in violation of any provisions or covenants of the Contract. Termination shall be effective upon receipt of such notice by the Contractor.
- B. Termination for Convenience. Without prejudice to any other remedy it may have under law or and/or the provisions of the Contract, the City may terminate this Contract for convenience, with or without cause, in whole or in part, at any time by giving written notice to the Contractor. Termination will be effective upon receipt of such notice by the Contractor. The Contractor shall immediately discontinue Work and take all reasonable steps with its suppliers and subcontractors to minimize cancellation charges and other costs. After termination for convenience, payment to the Contractor shall only be for Work completed through the termination date. To the extent not paid for by the Contract Price for completed Work, the City will pay as part of an adjustment of Contract Price those direct costs necessarily and actually incurred by the Contractor in reasonable anticipation of performing the Work that has been deleted or terminated. No claim for damages of any kind for loss of anticipated profits or consequential damages will be allowed because of termination for convenience. In no event will the total payment to the Contractor exceed the total Contract Price as modified by approved change orders less those amounts paid to the Contractor before the effective date of the termination

9. Other Provisions.

- A. Any waiver by the City or the breach of any provision of this Contract by the Contractor will not operate or be construed as a waiver of any subsequent breach by the Contractor or prevent the City from enforcing any such provisions thereafter.
- B. This Contract may not be assigned by the Contractor without the written consent of the City, which consent may be withheld in the City's sole discretion.
- C. The Contract Documents contain the complete and integrated understanding and contract between the parties and supersede any understanding, agreement, or negotiation, whether oral or written, not set forth herein.
- D. Unless otherwise directed in writing by the City's Project Manager, notices to the City must be in writing and shall be delivered to the City's Project Manager postage prepaid or delivered by hand. Notices to the Contractor may be delivered to the Contractor by mail or email to the address for Contractor in the Basic Provisions or to any other address reasonably calculated to give the Contractor notice.

- E. This Contract may only be modified by a written change order executed in accordance with the Contract.
 - F. Exclusive venue for any lawsuit arising out of this Contract shall be in the Superior Court of Snohomish County, Washington. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Contract.
12. Effective Date. This Contract is effective as of the date of the last signature. The parties are signing this Contract with AdobeSign, and signatures with AdobeSign are fully binding.

ATTACHMENT TO CONTRACT

(SPECIFICATIONS)

CHAPLAIN GAP SNAG TREE CREATION

1.0 GENERAL REQUIREMENTS

1.1 SCOPE OF WORK

The CONTRACTOR shall, in accordance with the requirements of this Specification, create Snags (standing dead trees) and Decaying Live Trees (DLT; live-topped trees) from live trees in designated units in the vicinity of Lake Chaplain, near Sultan, Washington, as indicated in the attached Table and Figures. The CONTRACTOR shall furnish all labor, equipment, supplies, and transportation necessary to create a total of 288 snag trees scattered throughout nine (9) units in accordance with the requirements of this Specification and as directed by the CITY's authorized representative. **Two (2) Tree Climbers will be required at all times during the performance of the work, for safety reasons.**

1.2 LOCATION OF WORK

The nine work units are located in the vicinity of Lake Chaplain, seven miles north of Sultan, Washington, near the water filtration plant of the City of Everett, Washington (the CITY). The general vicinity of the work area is shown in Figure 2. Figures 3 - 11 show the specific locations of the snags within each unit. The CONTRACTOR will be required to sign in and out at the filtration building each day, and to abide by all rules and requirements pertaining to accessing restricted areas.

1.3 ACCESS TO WORK ASSIGNMENTS

The CITY's Project Manager will provide GPS coordinates and a map showing the work area and will occasionally be on site while the CONTRACTOR is working. Access to all units is via City of Everett watershed roads and access will be secured by the CITY for the CONTRACTOR. Units 1, 7, 8, and 9 are located in the CITY's restricted watershed, which is closed to public access. The CONTRACTOR shall each day check in at the City Filtration Plant prior to entering the units. Upon completion of the day's work, the CONTRACTOR shall check out at the Filtration Plant. Units are accessed via the roads indicated on Figure 2, which may not be open year-round to vehicular access due to weather-related events. Access within the forest is on foot only.

1.4 PROJECT MANAGER

The CITY's Project Manager for this Contract is:

Doug Cochran
City Consulting Forester
Roots Forestry Consulting, LLC
16102 4th Ave NW
Arlington, Washington 98223
360-631-7606 ext. 4
doug@rootsforestry.com

1.5 SAFETY

The CONTRACTOR is responsible for complying with all applicable local, state, and federal safety laws and regulations, including WAC Chapter 296-54 (Safety Standards for Logging Operations), during the performance of work under this Contract. The CONTRACTOR may determine not to create any designated snags for reasons of safety. In such cases, the CITY's Project Manager will then select a replacement tree with similar characteristics to substitute.

In the event that the Washington State Department of Natural Resources (DNR) determines that fire danger poses significant risk, work will be halted until the situation changes and the work restrictions are lifted. The CONTRACTOR is responsible for monitoring Industrial Fire Precaution levels posted by the DNR. (<http://www.dnr.wa.gov/ifpl> Zones 656 & 658). No claim may be made against the CITY for any such work stoppage.

1.6 WATER QUALITY PROTECTION REQUIREMENTS

The CONTRACTOR shall comply with the attached City of Everett Water Quality Protection Specifications while performing all work (Figure 12).

2.0 WORK SCHEDULE

2.1 COMMENCEMENT OF WORK

The CONTRACTOR shall not commence work under this Contract until the CITY issues a written Notice to Proceed. The CONTRACTOR shall notify the CITY's Project Manager at least seven (7) days in advance of commencing work. The foregoing schedule may be revised by mutual agreement between the CITY's authorized representative and the CONTRACTOR, pursuant to a written change order.

2.2 ACCEPTANCE OF WORK

At the end of each work week at a minimum, the CITY's authorized representative and the CONTRACTOR will review the list of trees that were cut to ensure that any discrepancies can be remedied.

3.0 CONTRACT TERMS

3.1 COMPENSATION

The CONTRACTOR may submit its invoice to the CITY upon completion of the work required within each unit or after completing the entire work, for processing payment. Contractor shall be paid no more often than once every thirty days. Total payment by the City will not exceed the Contract Price in the Basic Provisions unless the Contract Price is changed by change order. Data collected by the CONTRACTOR, as detailed in Section 4, will be recorded on an Excel spreadsheet and sent electronically to the CITY's Project Manager along with a draft invoice for review prior to official submission. All appropriate columns must be filled in completely and submitted with the invoice for the given work assignment or period, but no less than monthly, and will be reviewed for completeness and accuracy prior to payments being authorized.

Upon completion of work in each unit, the CITY will accept the unit as complete, or require the Contractor to specifically address any variances from the requirements of this Contract. Compensation for snags created will be calculated based on the accepted lump sum bid price, where each snag created is assigned an equal value (i.e., payment for each snag created = (accepted lump sum bid / 288 total snags). The CITY's Project Manager or other authorized representative shall accompany the CONTRACTOR while any variances are corrected. After the CITY has accepted each portion or the entire project as complete, payment will be made to the CONTRACTOR in accordance with the terms and conditions of the Contract.

3.2 BIDDING AND QUANTITY OF WORK

- A. The CONTRACTOR's lump sum bid price for completing the Project is the Contract Price in the Basic Provisions. The Contract Price shall contain all of the CONTRACTOR's fees, costs, and expenses for, or in connection with the work required herein, including but not limited to labor, equipment, supplies, transportation, maintenance, fuel, upkeep, and repair of the equipment, overhead and profit.
- B. Two (2) tree Climbers will be required at all times during the performance of the work, for safety reasons. Contractor's bid shall take this fully into account.
- C. It is expected than an average of 60 snag trees will be created per week.

4.0 INSTRUCTIONS FOR SNAG CREATION

4.1 SNAG TREE CREATION

Trees to be made into snags are live, sound conifer trees, including Douglas-fir, western hemlock, and western redcedar. Designated trees shall be marked by the CITY prior to Contract initiation. All trees are a minimum of 20-inch in diameter at breast height (DBH), and typically range from 20-30" DBH. Table 1 lists the species and diameter for each tree designated for snag creation as well as the number of trees to be made into snags in each unit. At least 50% of the total number of trees in each unit (minimum of 144 total trees in the project) must be killed and topped at a minimum height of 16 feet to create snags. The remaining trees (up to 144 total but no more than half in any unit) may be live-topped 10 feet above 4 – 5 whorls of live limbs (usually 60' tall) to create decaying live trees (DLTs). Any snag tree in Units 3-8 that has the potential to hit the powerlines or Lake Chaplain Road pavement must be topped as opposed to live-topped. Any proposed changes to number of snags and DLTs created must be approved in writing by the CITY's Project Manager. Tops and limbs of all snags and DLTs shall be left on-site to serve as downed wood.

In the event that the climber determines a specific tree to be unsafe to climb, an alternate tree will be selected and substituted upon approval by the CITY's Project Manager. Snag trees may be swapped for trees of similar size and species upon approval by the City's Project Manager.

4.2 SNAG CREATION METHOD

The CONTRACTOR shall make designated trees into snags in accordance with the following requirements. Table 1 shows the number of snag trees to be created in each of the units.

- A. TREE TOPPING (Snag Creation – at least 50% of the total trees in each unit)
 - 1. Tree trunks shall be severed completely at a minimum height of 20'.
 - 2. All live branches shall have foliage removed and cut to approximately two feet long.
 - 3. As many dead branches should be left on the snag tree as is possible.
 - 4. Several vertical saw cuts two (2) to three (3) inches deep shall be made completely across the cut top of the tree to create a jagged top.
 - 5. If necessary, limbs shall be cut from the underside of the felled tree top such that the felled tree top lies in contact with the ground.

6. All cut foliage, limbs, tree tops, and branches may not be dropped into any waters or wetlands, or in positions where they could enter any such area.
- B. LIVE TREE TOPPING (Decaying Live Tree Creation – up to 50% of trees in each unit)
1. Tree trunks shall be severed completely 10 feet above 4 – 5 whorls of live limbs (typically around 60' in height but at a minimum of 20').
 2. Live branches below the severed top can remain in place.
 3. As many dead branches should be left on the snag tree as is possible.
 4. Several vertical saw cuts two (2) to three (3) inches deep shall be made completely across the cut top of the tree to create a jagged top.
 5. If necessary, limbs shall be cut from the underside of the felled tree top such that the felled tree top lies in contact with the ground.
 6. All cut foliage, limbs, tree tops, and branches may not be dropped into any waters or wetlands, or in positions where they could enter any such area.

4.3 FIELD MARKING AND TALLYING

A numbered metal tag will be nailed to each snag or DLT, with number corresponding to the identification number listed for each tree in Table 1. The following information will be recorded on the field data form (Figure 1) for each:

- A. Tag/tree number
- B. Tree species
- C. DBH
- D. Approximate height of snag (rounded to the nearest 5')
- E. Whether a snag or DLT was created at that location

4.4 TALLY SHEET AND RECORDING

A completed tally sheet as shown in Figure 1 shall be submitted to the CITY Project Manager for each unit after it is completed.

ATTACHMENT TO CONTRACT
(MAPS AND FIGURES)

Figure 1- Sample Tally Sheet

Unit	7						
Total Req'd	96						
Tree #	DLT	Snag	Species	DBH	Height	Date Created	comments
304		snag	WH	30	65	5/2/2024	
305		snag	WH	26	40	5/2/2024	
306		snag	WH	20	35	5/2/2024	
307	DLT		DF	21	50	5/2/2024	
308		snag	WH	23	60	5/2/2024	
309		snag	WH	25	65	5/2/2024	
310		snag	WH	21	55	5/2/2024	
311	DLT		WH	21	30	5/2/2024	
312		snag	WH	25	75	5/2/2024	
313	DLT		WH	22	60	5/2/2024	
314	DLT		WH	23	45	5/2/2024	
315		snag	WH	23	65	5/2/2024	
316		snag	DF	22	65	5/2/2024	alternate tree substituted for safety
317		snag	WH	24	35	5/2/2024	
318		snag	DF	24	60	5/2/2024	

Table 1 - Number of Snags to be Created at Each Unit

Unit	Snags Needed
1	32
2	36
3	34
4	4
5	10
6	14
7	96
8	4
9	58
TOTAL	288

Trees Marked in Unit 1

<u>Tally</u>	<u>ID#</u>	<u>Species</u>	<u>DBH</u>	<u>Notes</u>
1	172	DF	28	
2	173	WH	20	
3	174	WH	20	
4	175	WH	24	
5	176	WH	23	
6	177	WH	21	
7	178	WH	22	
8	179	WH	24	
9	180	DF	34	
10	181	WH	20	
11	182	WH	23	
12	183	WH	28	Fork
13	184	WH	23	
14	185	WH	21	Fork
15	186	WH	23	
16	187	WH	28	
17	188	WH	33	
18	189	WH	23	
19	190	WH	20	
20	191	WH	27	
21	192	WH	24	
22	193	WH	28	
23	194	WH	21	
24	195	WH	22	
25	196	WH	20	
26	197	WH	28	
27	198	WH	24	
28	199	WH	20	
29	200	WH	25	
30	201	WH	24	
31	202	DF	27	
32	203	WH	21	
		Total	32	

Trees Marked in Unit 2

<u>Tally</u>	<u>ID#</u>	<u>Species</u>	<u>DBH</u>	<u>Notes</u>
1	204	WH	21	
2	205	WH	20	
3	206	WH	20	
4	207	DF	22	
5	208	DF	34	
6	209	DF	24	
7	210	WH	20	
8	211	RC	29	
9	212	WH	20	
10	213	WH	21	
11	214	WH	20	
12	215	WH	21	
13	216	WH	20	
14	217	WH	21	
15	218	WH	23	
16	219	WH	22	
17	220	WH	24	
18	221	WH	20	
19	222	WH	23	
20	223	WH	28	
21	224	WH	22	
22	225	WH	24	
23	226	WH	22	
24	227	WH	24	
25	228	WH	21	
26	229	WH	20	
27	230	WH	29	
28	231	RC	22	
29	232	WH	29	
30	233	WH	29	
31	234	WH	23	
32	235	WH	27	
33	236	WH	20	
34	237	WH	23	
35	238	WH	20	
36	239	WH	20	
		Total	36	

Trees Marked in Unit 3

<u>Tally</u>	<u>ID#</u>	<u>Species</u>	<u>DBH</u>	<u>Notes</u>
1	240	RC	24	
2	241	WH	20	Dying
3	242	WH	20	
4	243	DF	20	
5	244	WH	22	
6	245	DF	20	
7	246	WH	20	
8	247	WH	21	
9	248	WH	20	
10	249	DF	23	
11	250	WH	25	
12	251	WH	20	
13	252	WH	23	
14	253	WH	23	
15	254	DF	23	
16	255	DF	20	
17	256	WH	20	Dying
18	257	DF	25	
19	258	WH	20	
20	259	DF	25	
21	260	WH	20	
22	261	RC	27	
23	262	RC	33	
24	263	DF	29	
25	264	RC	23	
26	265	WH	22	
27	266	RC	20	
28	267	DF	21	
29	268	RC	20	
30	269	RC	20	
31	270	WH	24	
32	271	WH	20	
33	272	RC	26	
34	273	WH	20	
Total			34	

Trees Marked in Unit 4

<u>Tally</u>	<u>ID#</u>	<u>Species</u>	<u>DBH</u>	<u>Notes</u>
1	274	RC	44	
2	275	DF	26	
3	276	WH	24	
4	277	WH	25	
5	278	WH	25	
6	279	WH	28	
Total			6	

Trees Marked in Unit 5

<u>Tally</u>	<u>ID#</u>	<u>Species</u>	<u>DBH</u>	<u>Notes</u>
1	280	WH	20	
2	281	WH	23	
3	282	WH	30	
4	283	DF	24	
5	284	RC	25	
6	285	WH	23	
7	286	DF	26	
8	287	WH	24	
9	288	RC	23	
10	289	WH	27	
Total			10	

Trees Marked in Unit 6

<u>Tally</u>	<u>ID#</u>	<u>Species</u>	<u>DBH</u>	<u>Notes</u>
1	290	WH	23	
2	291	WH	32	
3	292	RC	26	
4	293	WH	25	
5	294	WH	22	
6	295	WH	24	
7	296	WH	27	
8	297	WH	20	
9	298	WH	21	
10	299	WH	20	
11	300	WH	24	
12	301	WH	24	
13	302	WH	22	
14	303	WH	24	
Total			14	

Trees Marked in Unit 7

<u>#</u>	<u>ID#</u>	<u>Species</u>	<u>DBH</u>	<u>Notes</u>
1	304	WH	30	
2	305	WH	26	
3	306	WH	20	
4	307	DF	21	
5	308	WH	23	
6	309	WH	25	
7	310	WH	21	
8	311	WH	21	
9	312	WH	25	
10	313	WH	22	
11	314	WH	23	
12	315	WH	23	
13	316	DF	22	
14	317	WH	24	
15	318	DF	24	
16	319	WH	20	
17	320	WH	20	
18	321	WH	25	
19	322	DF	21	
20	323	WH	26	
21	324	WH	25	
22	325	WH	21	
23	326	WH	20	
24	327	DF	22	
25	328	DF	26	
26	329	DF	20	
27	330	WH	20	
28	331	WH	22	
29	332	WH	22	
30	333	WH	25	
31	334	DF	21	
32	335	WH	26	
33	336	WH	25	
34	337	WH	24	
35	338	WH	25	
36	339	WH	28	
37	340	WH	21	
38	341	WH	22	

39	342	WH	21	
40	343	WH	21	
41	344	WH	21	
42	345	WH	23	
43	346	WH	21	
44	347	WH	22	
45	348	WH	20	
46	349	RC	20	
47	350	RC	36	
48	351	DF	28	
49	352	RC	23	
50	353	WH	20	
51	354	WH	23	
52	355	WH	23	
53	356	WH	21	
54	357	WH	21	
55	358	WH	20	
56	359	WH	26	
57	360	DF	24	
58	361	WH	21	
59	362	WH	20	
60	363	RC	23	
61	364	WH	21	
62	365	WH	22	
63	366	DF	23	
64	367	DF	30	
65	368	WH	22	
66	369	WH	20	
67	370	WH	24	
68	371	DF	20	
69	372	WH	20	
70	373	WH	20	
71	374	DF	25	
72	375	DF	24	
73	376	RC	32	
74	377	WH	20	
75	378	DF	21	
76	379	RC	33	
77	380	WH	22	
78	381	WH	20	
79	382	WH	21	
80	383	WH	24	

81	384	WH	22	
82	385	WH	20	
83	386	WH	22	
84	387	WH	23	
85	388	WH	21	
86	389	WH	22	
87	390	WH	25	
88	391	DF	25	
89	392	DF	24	
90	393	WH	22	
91	394	RC	24	
92	395	WH	20	
93	396	WH	20	
94	397	DF	21	
95	398	WH	20	
96	399	WH	20	
Total			96	

Trees Marked in Unit 8

<u>Tally</u>	<u>ID#</u>	<u>Species</u>	<u>DBH</u>	<u>Notes</u>
1	400	WH	20	
2	401	RC	20	
3	402	WH	24	
4	403	RC	28	
Total			4	

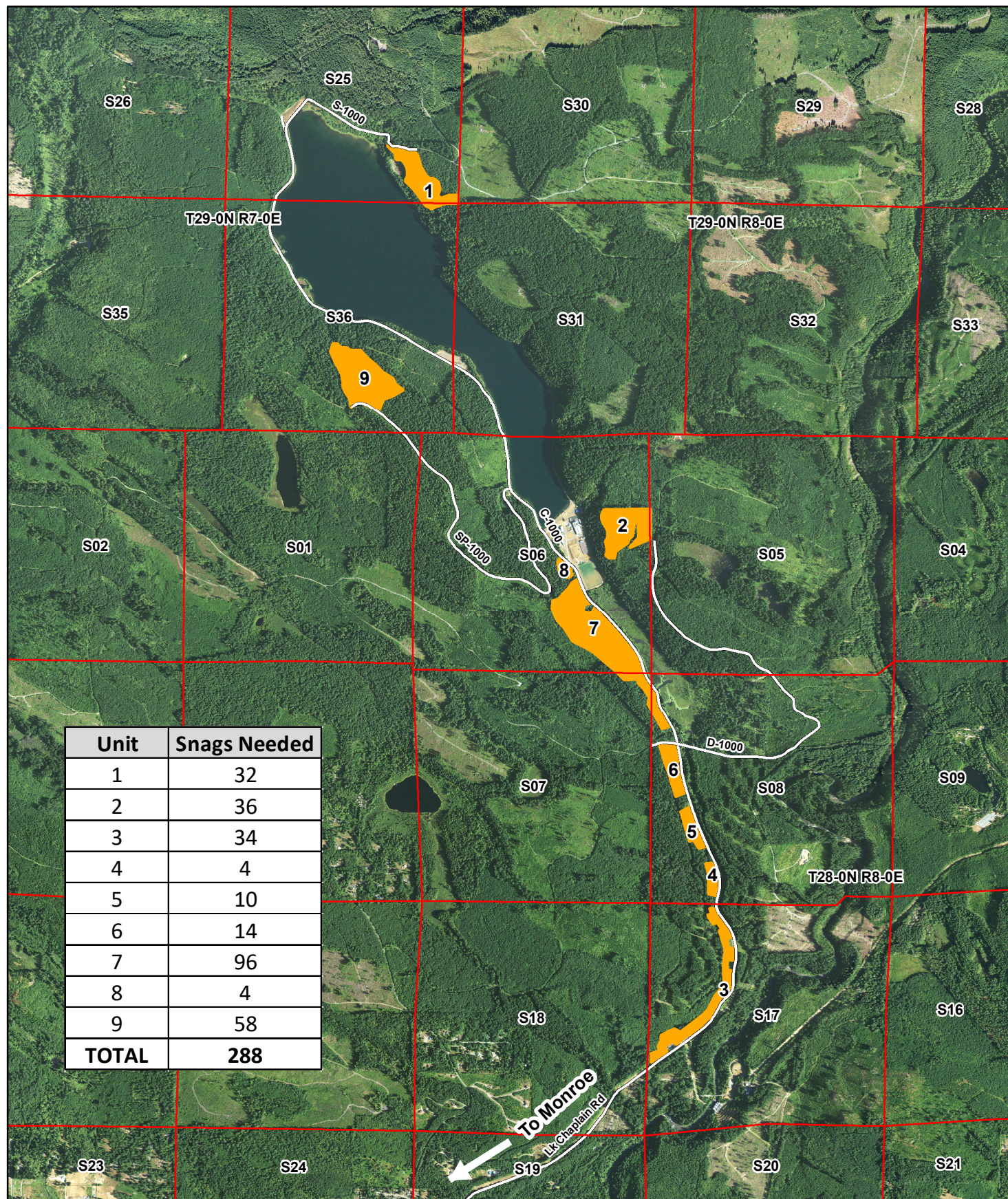
Trees Marked in Unit 9

<u>Tally</u>	<u>ID#</u>	<u>Species</u>	<u>DBH</u>	<u>Notes</u>
1	404	RC	20	
2	405	WH	21	
3	406	WH	20	
4	407	DF	33	
5	408	WH	20	
6	409	WH	20	
7	410	WH	24	
8	411	WH	20	
9	412	WH	20	
10	413	WH	20	

11	414	WH	28	
12	415	WH	20	
13	416	RC	25	
14	417	WH	28	
15	418	WH	29	
16	419	RC	26	
17	420	WH	20	
18	421	WH	26	
19	422	WH	24	
20	423	RC	20	
21	424	WH	22	
22	425	WH	20	
23	426	WH	21	
24	427	WH	23	
25	428	WH	20	
26	429	WH	24	
27	430	WH	23	
28	431	WH	20	
29	432	WH	22	
30	433	WH	22	
31	434	WH	23	
32	435	WH	24	
33	436	WH	27	
34	437	WH	28	
35	438	WH	21	
36	439	WH	20	
37	440	WH	25	
38	441	WH	22	
39	442	WH	23	
40	443	WH	28	
41	444	WH	26	
42	445	WH	27	
43	446	WH	26	
44	447	WH	22	
45	448	RC	20	
46	449	WH	21	
47	450	WH	25	
48	451	WH	21	
49	452	DF	26	
50	453	RC	20	
51	454	WH	20	
52	455	RC	20	

53	456	RC	21	
54	457	WH	23	
55	458	WH	20	
56	459	WH	24	
57	460	WH	23	
58	461	RC	21	
		Total	58	

Figure 2 - Chaplain Gap Snag Creation- Vicinity Map



0 1,500 3,000 6,000
Feet

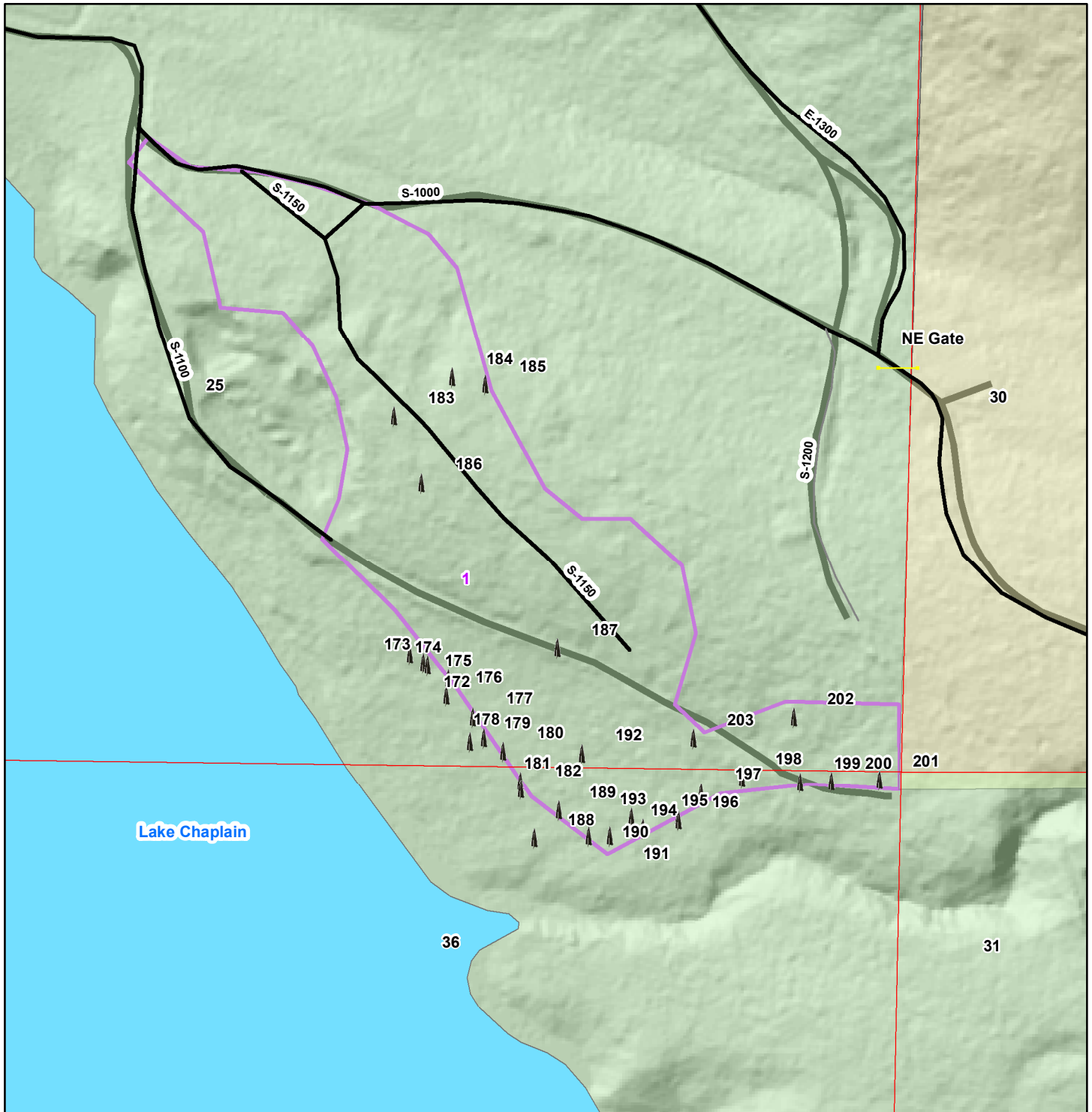
Roots Forestry Consulting 2024



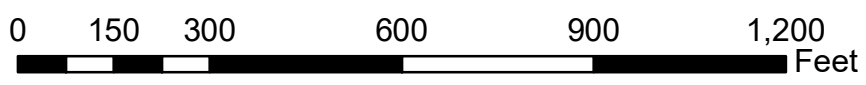
1 in = 3,000 ft

Figure 3- Chaplain Gap Snag Creation Unit 1

For Internal Use Only,
Not for Public Viewing



- Legend**
- Chaplain_Gap_Snags
 - Gate
 - Chaplain Sections
 - PUD
 - DNR
 - City of Everett
 - ChaplainGapUnits_FINAL

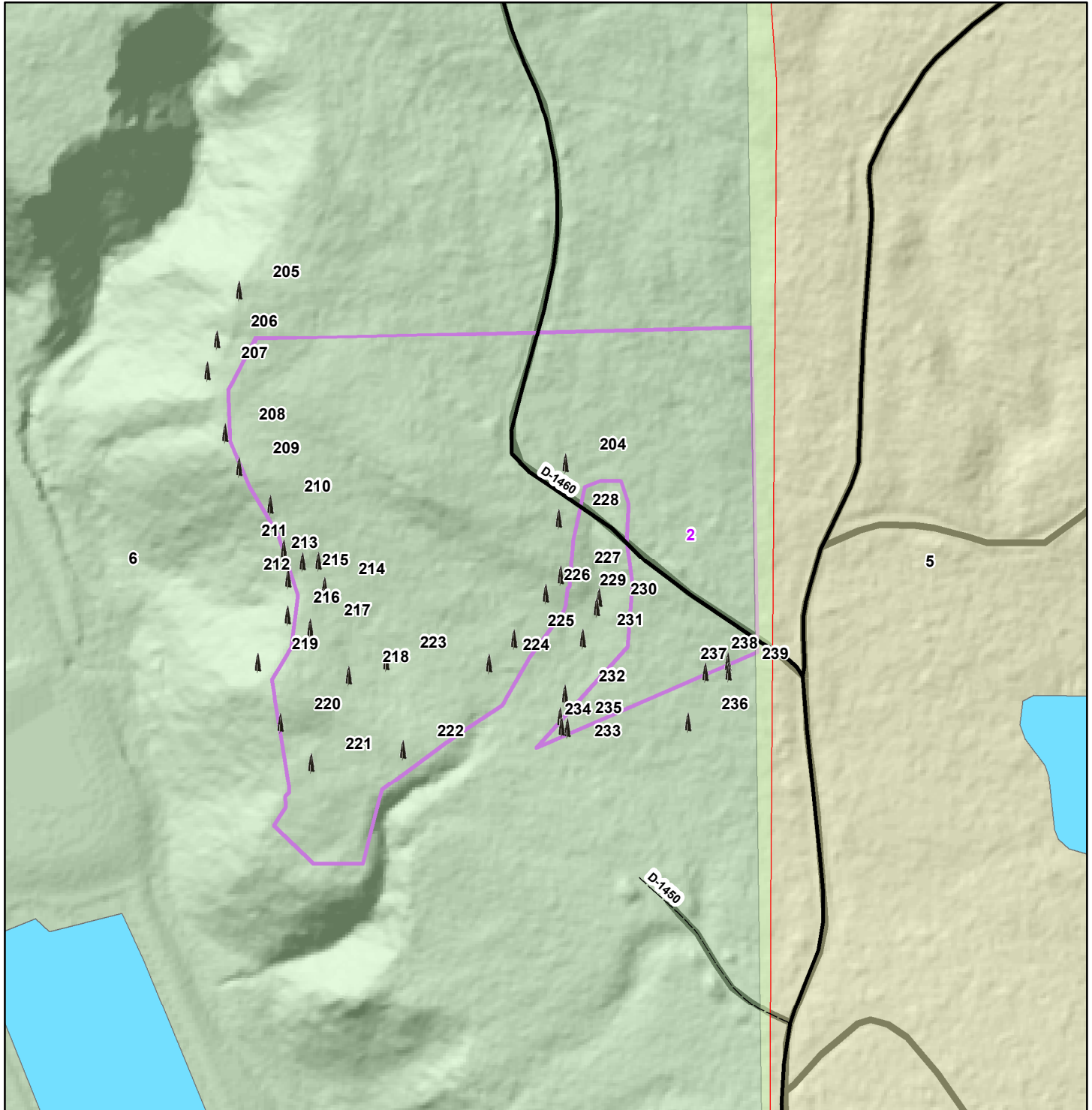


1 inch = 300 feet










Figure 4- Chaplain Gap Snag Creation Unit 2

For Internal Use Only,
Not for Public Viewing



Legend

-  Chaplain_Gap_Snags
-  Gate
-  Chaplain Sections
-  PUD
-  DNR
-  City of Everett
-  ChaplainGapUnits_FINAL

0 150 300 600 900 1,200 Feet

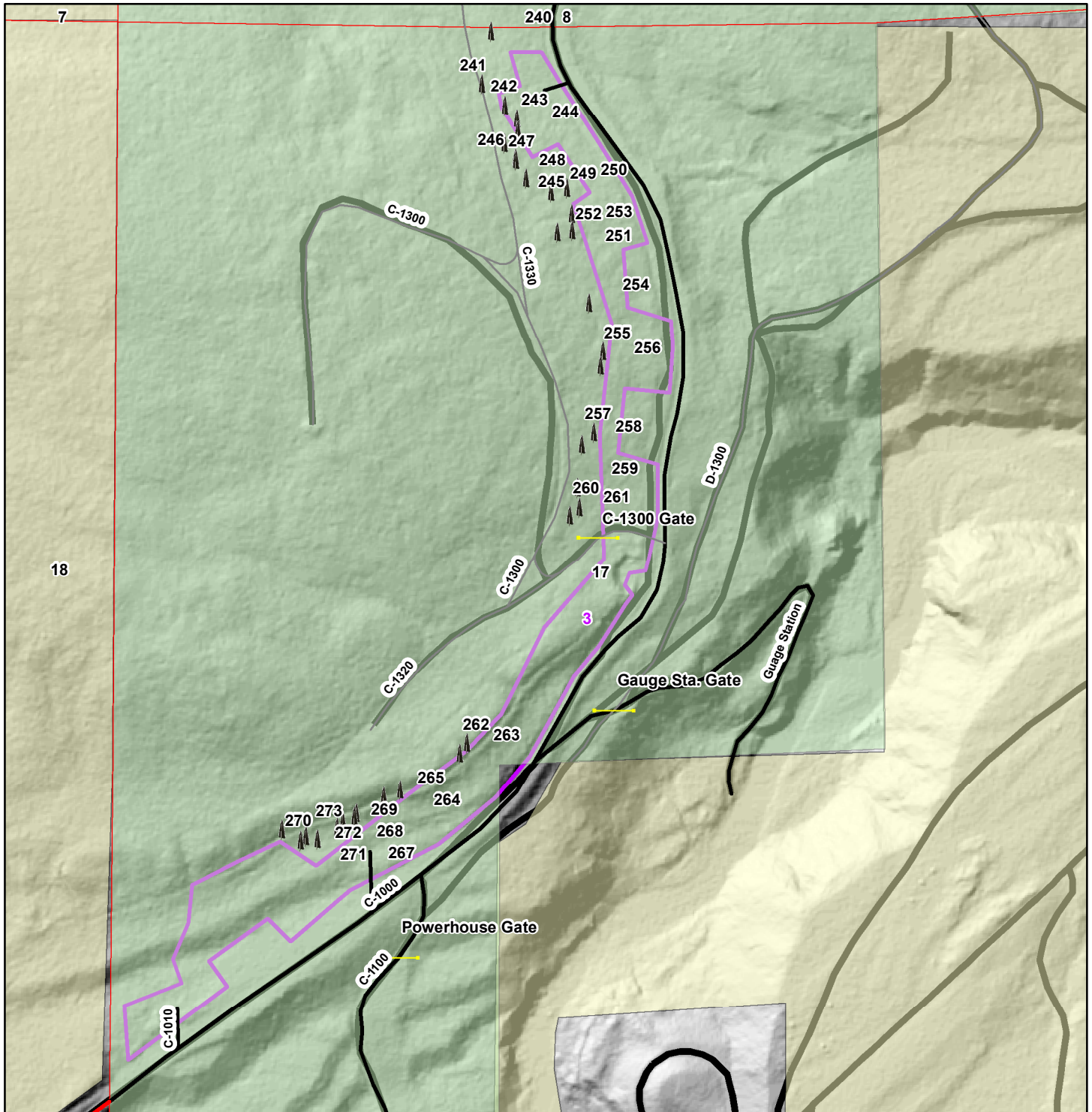
1 inch = 300 feet



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Figure 5- Chaplain Gap Snag Creation Unit 3

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Not for Public Viewing



Legend

- Chaplain_Gap_Snags
- Gate
- Chaplain Sections
- PUD
- DNR
- City of Everett
- ChaplainGapUnits_FINAL

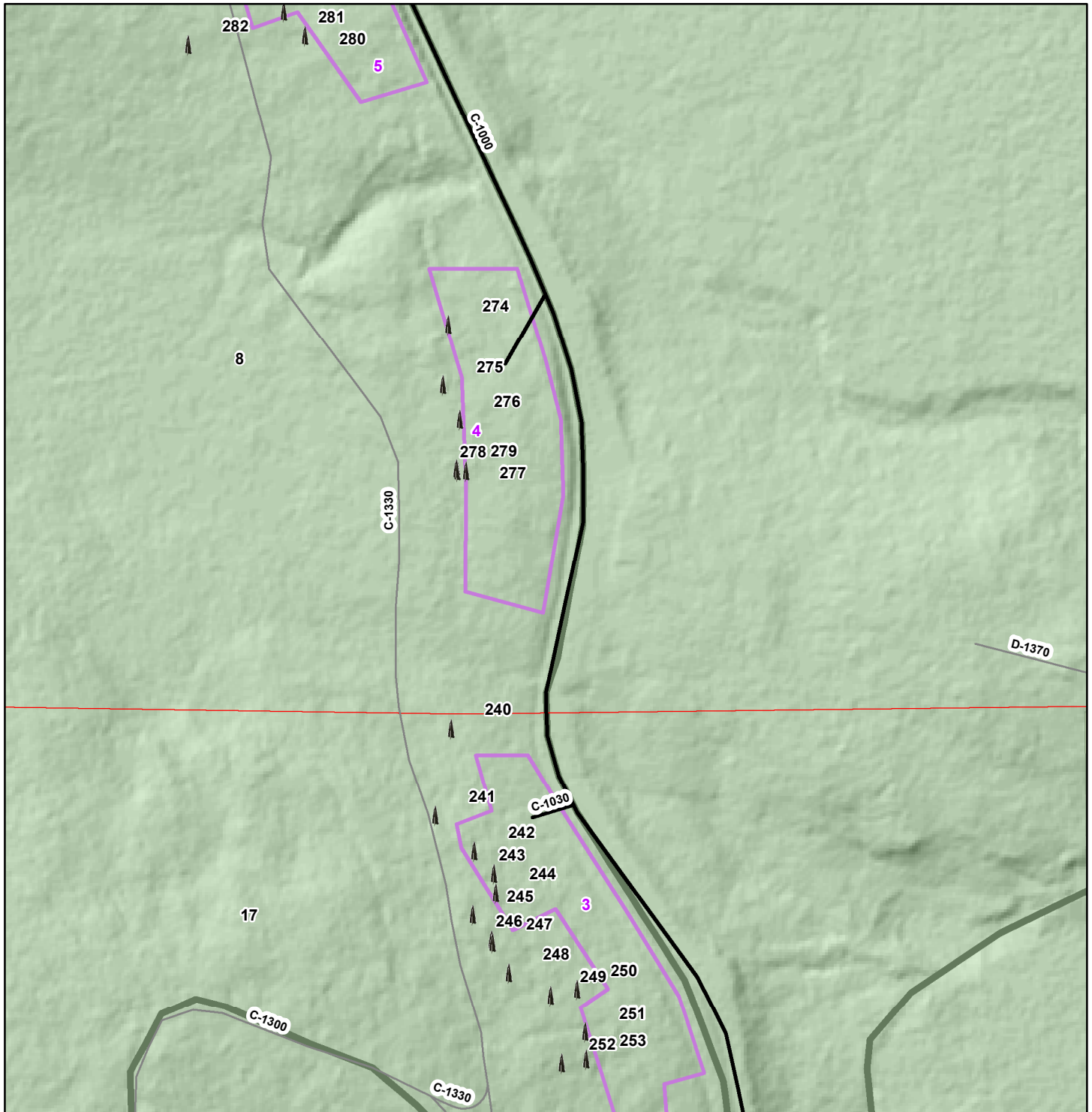
0 250 500 1,000 1,500 2,000 Feet

1 inch = 500 feet










Figure 6- Chaplain Gap Snag Creation Unit 4

For Internal Use Only,
Not for Public Viewing



Legend

-  Chaplain_Gap_Snags
-  Gate
-  Chaplain Sections
-  PUD
-  DNR
-  City of Everett
-  ChaplainGapUnits_FINAL

0 150 300 600 900 1,200 Feet

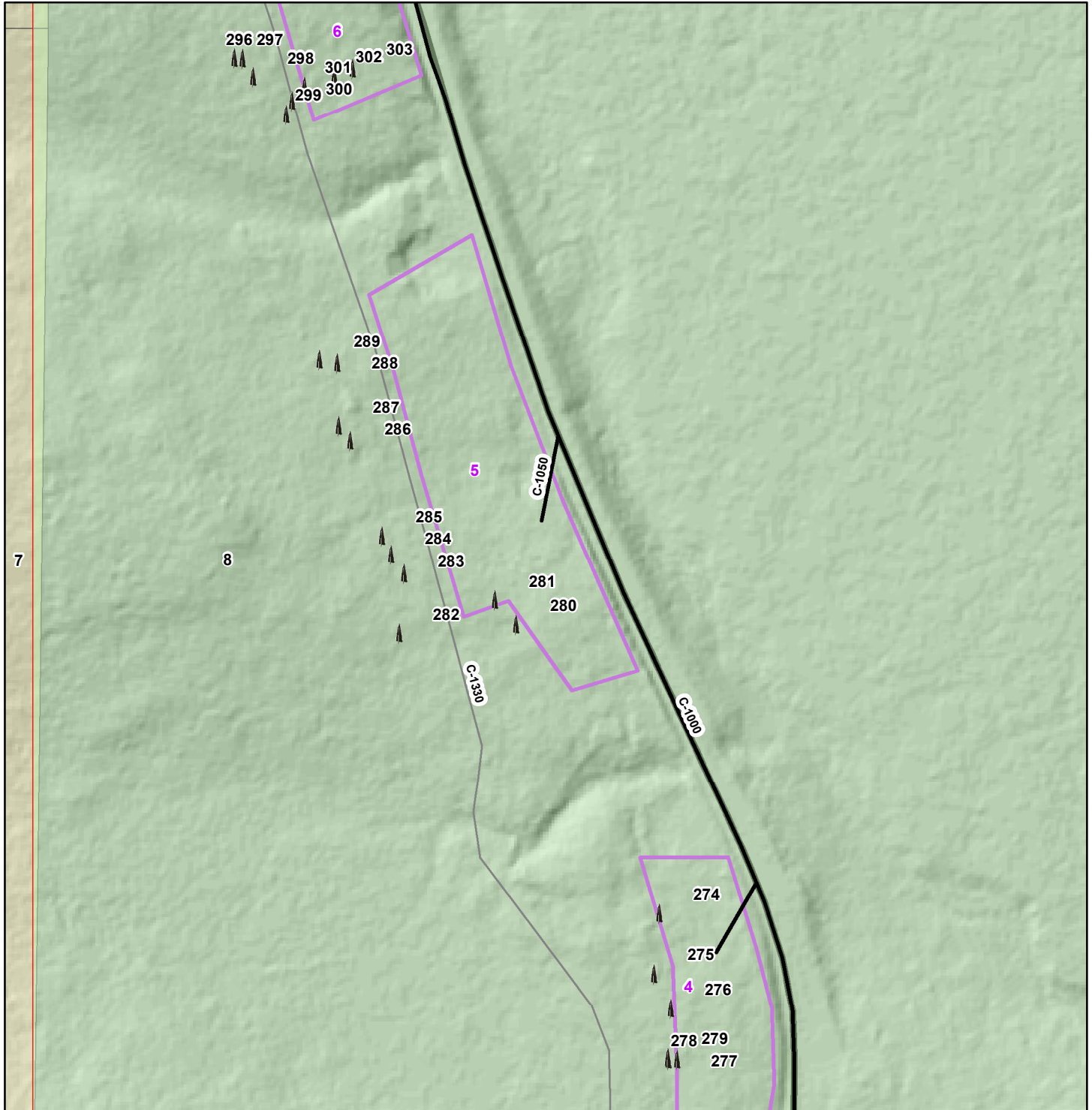
1 inch = 300 feet










2023 Roots Forestry Consulting, LLC

Figure 7- Chaplain Gap Snag Creation Unit 5

For Internal Use Only,
Not for Public Viewing



Legend

-  Chaplain_Gap_Snags
-  Gate
-  Chaplain Sections
-  PUD
-  DNR
-  City of Everett
-  ChaplainGapUnits_FINAL

0 150 300 600 900 1,200 Feet

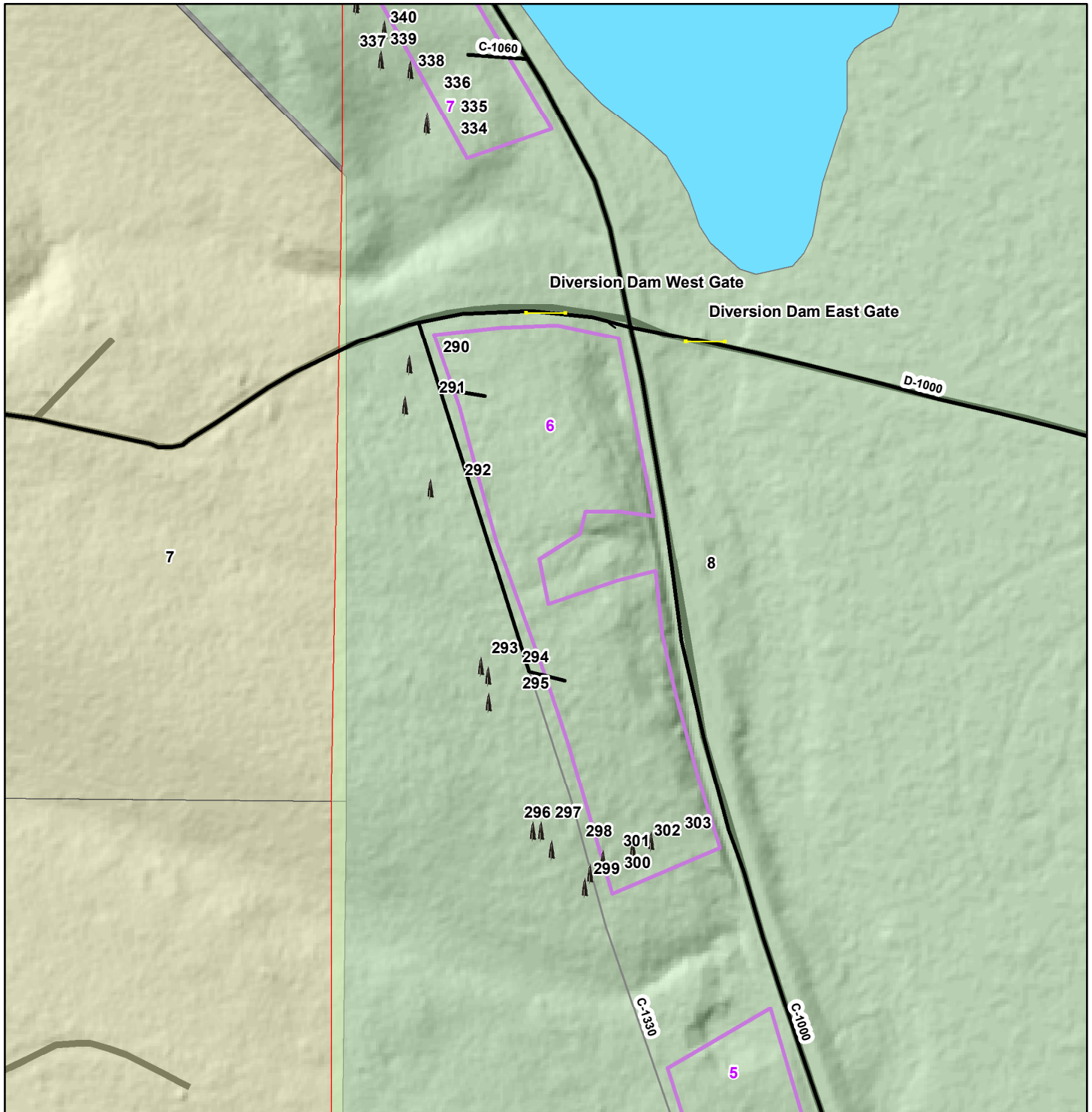
1 inch = 300 feet










2023 Roots Forestry Consulting, LLC

Figure 8- Chaplain Gap Snag Creation Unit 6

For Internal Use Only,
Not for Public Viewing



Legend

-  Chaplain_Gap_Snags
-  Gate
-  Chaplain Sections
-  PUD
-  DNR
-  City of Everett
-  ChaplainGapUnits_FINAL

0 150 300 600 900 1,200 Feet

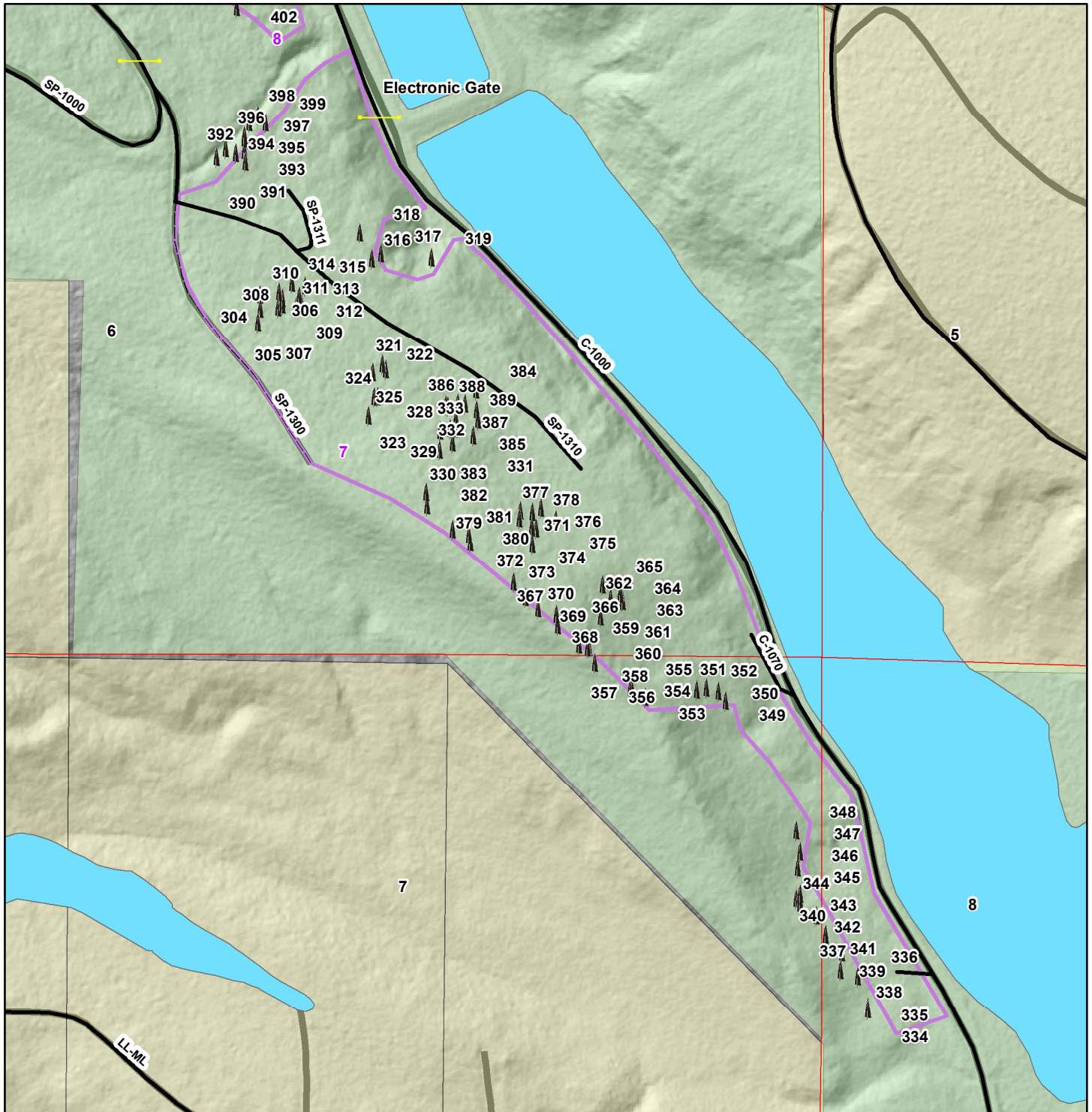
1 inch = 300 feet



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Figure 9- Chaplain Gap Snag Creation Unit 7

For Internal Use Only,
Not for Public Viewing



Legend

- Chaplain_Gap_Snags
- Gate
- Chaplain Sections
- PUD
- DNR
- City of Everett
- ChaplainGapUnits_FINAL

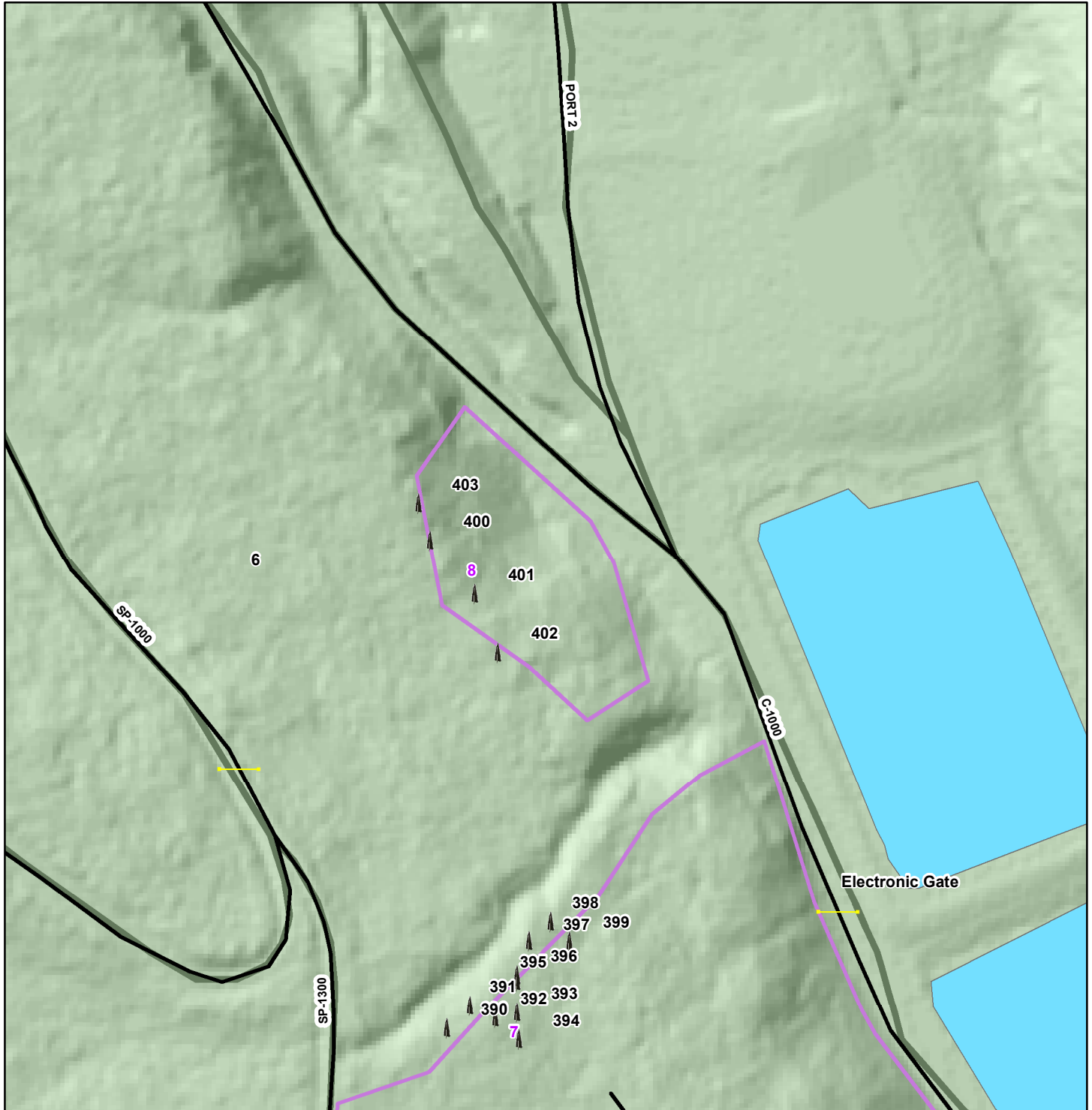
0 250 500 1,000 1,500 2,000 Feet

1 inch = 500 feet










Figure 10- Chaplain Gap Snag Creation Unit 8

For Internal Use Only,
Not for Public Viewing



Legend

-  Chaplain_Gap_Snags
-  Gate
-  Chaplain Sections
-  PUD
-  DNR
-  City of Everett
-  ChaplainGapUnits_FINAL

0 100 200 400 600 800 Feet

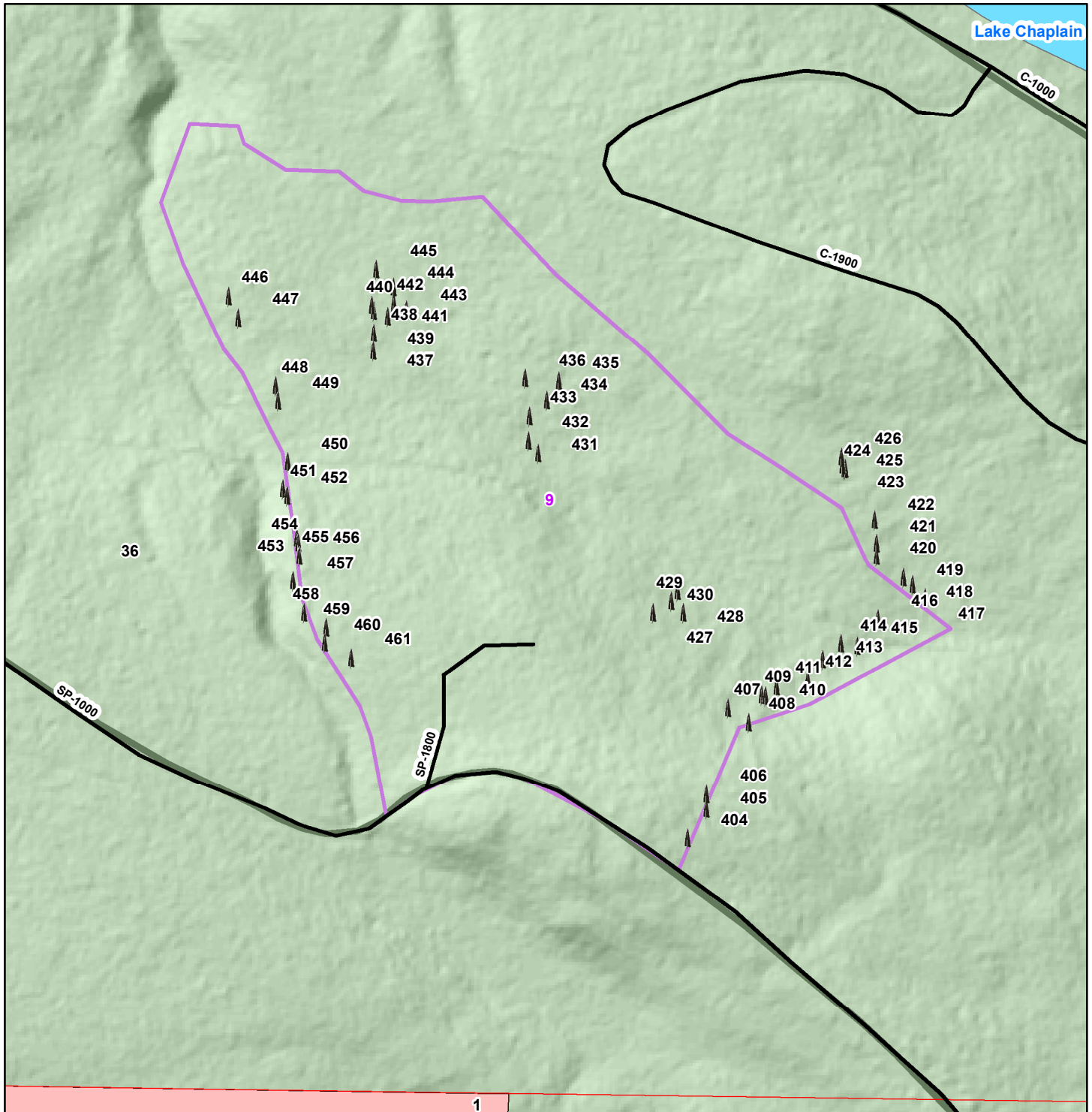
1 inch = 200 feet










2023 Roots Forestry Consulting, LLC

Figure 11- Chaplain Gap Snag Creation Unit 9

For Internal Use Only,
Not for Public Viewing



Legend

-  Chaplain_Gap_Snags
-  Gate
-  Chaplain Sections
-  PUD
-  DNR
-  City of Everett
-  ChaplainGapUnits_FINAL

0 150 300 600 900 1,200 Feet

1 inch = 300 feet



2023 Roots Forestry Consulting, LLC

**Figure 12 –
CITY OF EVERETT
WATER QUALITY PROTECTION SPECIFICATIONS**

I. DESCRIPTION

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

REGULATIONS

A. Lake Chaplain and its tributaries are classified as “AA”, a designation reserved for very high quality waterways. No discharge of any waste or wastewater will be permitted to the reservoir or its tributary streams.

B. The Contractor shall comply with regulations from the Department of Health, Rules and Regulations of the State Board of Health Regarding Public Water Systems (WAC 246-290) and Department of Ecology Water Quality Standards for Waters of the State of Washington (WAC 173-201).

II. CONTRACTOR REQUIREMENTS

A. Compliance. The Contractor shall comply with the restrictions, requirements and methods listed below and it shall be the Contractor’s responsibility to ensure that workers are fully aware of the importance of maintaining high water quality in the watershed. All workers shall be familiar with these water quality protection specifications and understand that violation may be grounds for dismissal and/or Contract termination.

1. Site Requirements. The Contractor shall, where applicable, divert clean water around construction sites and yard areas to reduce the amount of water subject to contamination. Temporary ditches, culverts and dikes may be used. Contractor shall disturb areas no larger than necessary for work yards and construction areas.

2. The Contractor shall not discharge waste of any type into the Lake Chaplain Reservoir or its tributaries.

3. Contractor shall regularly instruct workers of the importance of maintaining sanitary conditions in the watershed and complying with specifications as they pertain to water quality protection. The Contractor shall make a copy of these specifications available to all workers in the watershed.

4. Contractor shall not draw, dip or pump water from the Reservoir or its tributaries for drinking, culinary or other construction purposes without the written approval of the City’s Contract

Administrator.

5. Domestic animals are not permitted on the work site or in vehicles.

6. Swimming or other water contact activities are not permitted in the watershed. The Contractor shall discharge any worker violating this rule.

7. To the extent practical refueling and servicing of construction equipment shall be performed outside the watershed. When necessary to bring or dispense fuel, lubricants or other petroleum products into the watershed to service construction equipment, it shall be accomplished with the use of a designated refueling truck which has been suitably equipped for this purpose. The location for refueling and servicing of construction equipment shall be approved by the City's Contract Administrator prior to starting construction work. The cleanliness, condition, suitability and use of the refueling truck shall be subject to review by the City's Project Manager.

8. During transfer of fuels from one container or vehicle to another, a competent operator shall be on-site to oversee the operation. Dispensing devices shall automatically shut off when the container is full. No overflows or spillage will be allowed. Condensation siphoned from fuel tanks shall not be discharged onto the ground or the surface waters. It shall be collected and disposed of off-site by the Contractor. Storage tanks shall be structurally capable of holding the full contents without leakage. Excessive rust, perforations, holes, splits, *et cetera*, on tanks will not be permitted. The fuel trucks shall be labeled or marked as such and shall carry a minimum of one 5-gallon bucket with lid, one shovel and oil absorptive pads for use in the event of a spill. Fueling of equipment shall not take place where spillage could contaminate the water of Lake Chaplain, tributaries and streams except as approved by the City's Project Manager.

9. All stationary equipment shall be stored in a designated storage and maintenance area. This includes generators, compressors and engine-driven pumps in addition to other equipment while not in use such as backhoes, loaders, dozers, trucks and other construction vehicles. Each equipment item to be left overnight shall have an oil absorbent pad placed beneath it and reasonable measures taken to protect against vandalism.

10. Soiled pads shall be replaced as often as necessary to preclude runoff of water containing sheens. Pads need to be picked up immediately when equipment is moved. Also, when the equipment is moved, any contaminated soil beneath it shall be excavated to a minimum depth of 6 inches and disposed of off-site by the Contractor.

11. Petroleum products or waters containing sheens or rainbows shall not be discharged or be permitted to drain into the Reservoir. Spillage shall be mopped up immediately. Absorbent material and spillage shall be disposed of off-site by the Contractor.

12. In the event of repair or routine maintenance such as oil changes or adjustment of hydraulic gear, equipment shall be moved to a designated storage and maintenance location agreed to by City's Contract Administrator.

13. Particular attention shall be given to housekeeping practices in the watershed. The area shall be kept free of trash, oily rags, empty containers etc. All extraneous or partially full containers of petroleum products or other chemicals shall be removed from the watershed at the end of each day.

14. Sanitary facilities provided by the City and rubbish containers provided by the Contractor shall be located at all work sites and all locations where workers gather prior to start of work or shift changes. Sanitary facilities shall be maintained by the City in a clean and sanitary condition and shall be serviced regularly to prevent spillage or undue odors. All personnel shall be required to exclusively use the sanitary facilities. Notice shall be given that offenders will be dismissed and shall not be rehired for work on this Contract. Rubbish containers will have watertight lids, will be lined with plastic and will not be permitted to overflow. Whenever possible, sanitary facilities and rubbish containers shall be located, so that should a spill occur, it will drain away from the Reservoir.

15. Stockpiles of construction materials such as explosives and other potential pollutants shall be stored and protected from the effects of weather and surface runoff.

B. Earthwork.

1. The Contractor shall exercise judgment and skill in carrying out all earthwork-related activities due to the turbidity threat they pose to water quality. All work shall be within accepted standards of good practice for environmentally sensitive locations and as specified.

2. Constructed slopes whether temporary or permanent shall be constructed as shown on the Road Plan and/or as dictated by safe practice.

3. The Contractor shall conduct work activities under the premise that an intense precipitation event can occur at any time and preventive measures should be taken to protect against erosion. Temporary erosion control shall be installed prior to start of earthwork activities.

4. Drainage shall be arranged to avoid concentration of runoff. Preference shall be given to longer, less direct drainage paths to existing waterways utilizing overland flow through undisturbed areas.

C. Emergency Response.

1. Any condition causing or threatening to cause chemicals, petroleum products or large amount of turbid water to enter the Reservoir or natural streams, or an accident such as a vehicle entering the Reservoir will be considered an emergency condition and actions to stop or remove the violating conditions shall be taken immediately. Contractor shall contact City's Project Manager or Water Filtration Plant Personnel immediately. Contractor shall have a list of emergency phone numbers readily available at all times. This list shall be coordinated with the City to ensure the inclusion of City required emergency phone numbers.

2. The Contractor shall provide the City's Project Manager with a list of personnel, their

addresses and telephone numbers who can be contacted if a spill occurs during the Contractor's absence.

3. The Contractor shall immediately notify the City's Project Manager or City of Everett Filtration Plant at 425-257-8200 if an emergency condition occurs and maintain contact until the matter is corrected. Containment and clean-up measures are subject to review and approval by the City's Project Manager.

4. Contractor shall provide and maintain at each active worksite an Emergency Oil spill kit with enough capacity to effectively control a container or equipment leak and to contain & recover a hazardous materials spill equal to the largest single on-site storage container volume. The Spill Kit shall be kept in a clearly labeled, waterproof container and include (but not limited to) the following items in appropriate quantities:

- Shovel
- Screened pitchfork
- Flashlight including batteries
- 5-gallon containers with lids
- Oil absorbent pads/oil absorbent pellets
- 30 gallon Plastic garbage bags



City Council Agenda Item Cover Sheet

Project title: Everett Public Library Annual Report

Council Bill # *interoffice use*

Agenda dates requested:

Briefing 01/15/25

Proposed action

Consent

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Library

Contact person:

Director Abby Cooley

Phone number:

Email:

Initialed by:

Department head

Administration

Council President

Project: Everett Public Library Annual Report

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: Library

Fiscal summary statement: NA

Project summary statement:

Library Director Cooley and Library Board Chair Joshua Glasgow will present an annual report about the Everett Public Library to the Council.

Recommendation (exact action requested of Council):

This briefing is an annual report, presented for information purposes.



To: City Council Members

From: Cassie Franklin, Mayor

Re: Appointment to Boards and Commissions

Date: January 10, 2025

Everett City Council Members,

It is my recommendation that the following applicants be appointed to a City of Everett Board or Commission (more information attached).

On Wednesday, January 15, I will be asking for your concurrence on the following appointments:

To the Community Development Advisory Committee

- Deborah Welch, Pos #6 – term expiring 12/31/2025
- Ty-ie Fuller, Pos #7 – term expiring 12/31/2028

To the Cultural Arts Commission

- Ellis McCreadie, Pos #5 - term expiring 12/31/2027
- Randi Stumpp, Pos #8 - term expiring 12/31/2029
- Leland Dart, Pos #10 - term expiring 12/31/2030

If you have any comments or concerns regarding these appointments, please connect with my office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cassie', with a stylized flourish extending to the right.

Cassie Franklin
Mayor, City of Everett

c. Nichole Webber, Jennifer Gregerson and Deb Williams

Office of the Mayor
CASSIE FRANKLIN

2930 Wetmore Ave Ste 10A
Everett, WA 98201

425.2577115
425.2578729fax

everettwa.gov

Learn more about the City of Everett's 2025 Budget



Budget highlights

- Balanced the budget and addressed \$12.6M general fund deficit
- Reduced \$10M from 2026 projected general fund deficit
- Protected funding for essential services by making strategic reductions to services that are beloved but less critical
- Avoided cuts to emergency response personnel in police or fire departments
- Preserved funding for park maintenance
- Advocated to keep both library branches open

2025 budget priorities

- Protect and maintain public safety
- Support a good quality of life
- Strengthen our economy & infrastructure

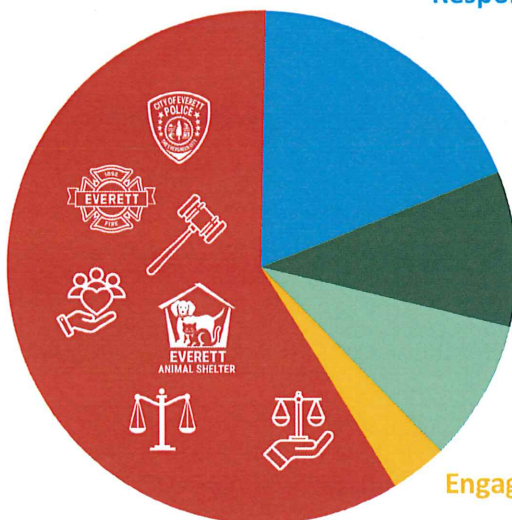


General Government overview

The General Government is funded by property tax, sales tax, B&O tax, misc. revenues and utility taxes. This fund supports essential public safety and quality of life services.

Safe Community

59% of the general government budget



Responsible & Responsive Government

18.6% of the general government budget

Housing, Transportation & Infrastructure

9.8% of the general government budget

Economic & Cultural Vitality

9% of the general government budget

Engaged & Informed Community

3.6% of the general government budget



How the General Government is funded - revenue overview



City of Everett 2025 Budget

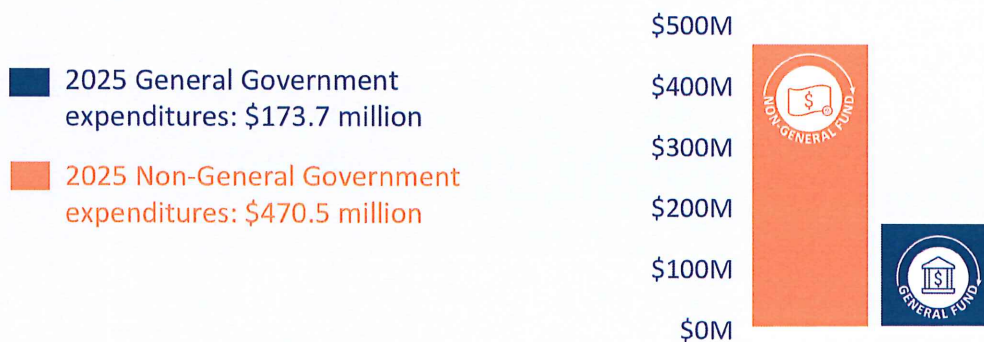


Non-General Government overview

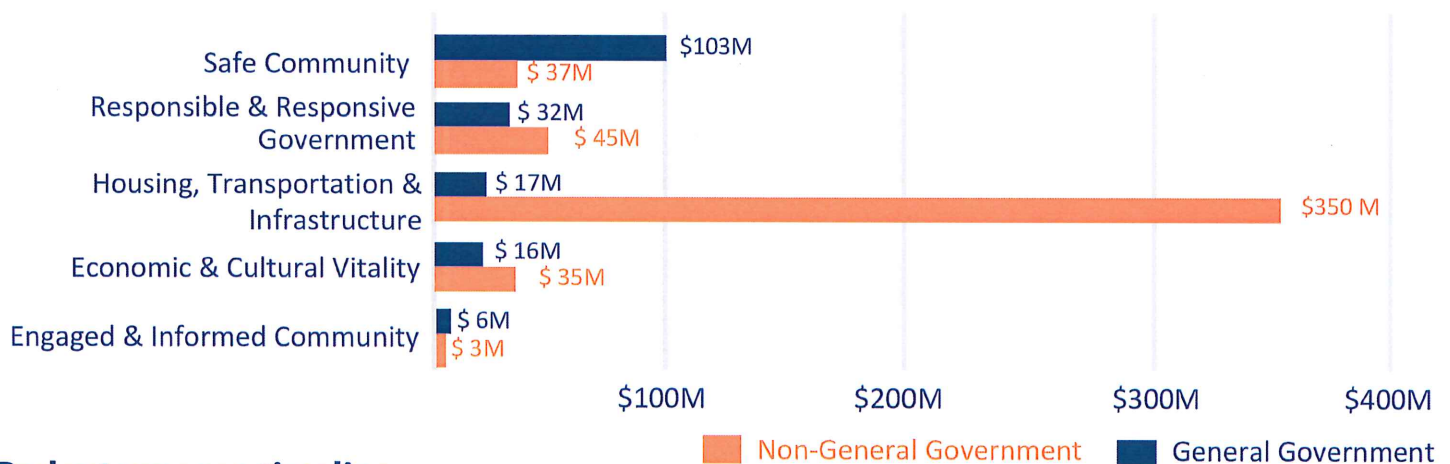
The Non-General Government funding is from user fees and grants. It is used to support specific, restricted expenses for departments.

- Includes self-sustaining services and amenities with their own specific funding sources, such as the water utility, golf courses, Everett Transit and EMS
- The structural deficit exists only in the general fund and is not impacted by non-general fund departmental investments, staffing or other expenses, nor can unearned non-general fund money be used to support the general fund

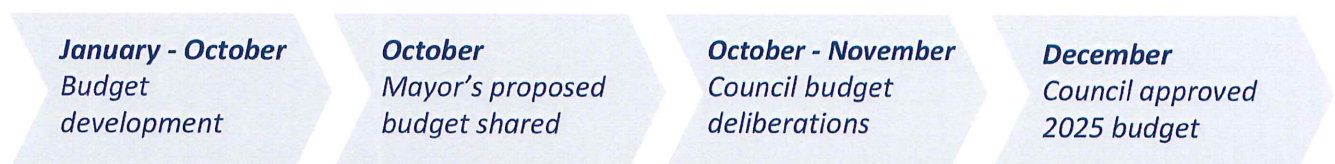
Comparison of Non-General Government and General Government expenditures



Budget comparison spending breakdown



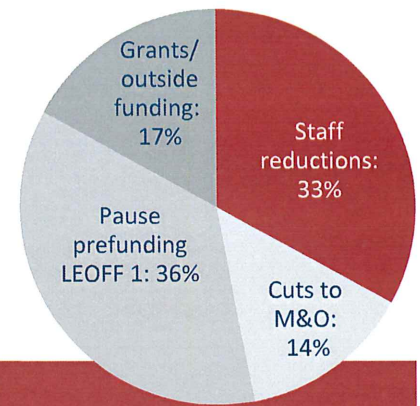
Budget process timeline



City of Everett 2025 Budget

Public impacts of budget reductions

Balancing the 2025 budget required addressing the City's \$12.6 million General Fund structural deficit - primarily by making budget reductions. Learn more about the reductions and their impacts.



Staff reductions: Citywide

The Administration is prioritizing protecting funding for essential services.

Reductions include decreased administrative staff across many city departments.

Impacts: customer service, staff responsiveness and general work capacity

- Delayed and decreased ability to respond to community emails or questions
- Reduced recruitment capacity and delays in hiring processes
- De-prioritizing or stopping important but less essential work
- Reduction in sharing public information
- Reduced capacity for community engagement
- Decreased business promotion and industry recruitment
- Reduced emergency management training, outreach and volunteer development

Budget reductions: Maintenance & Operations (M&O)

The Administration is prioritizing protecting funding to support essential services.

Reductions include significant cuts to Maintenance and Operations (M&O), which pays for office supplies, materials, and equipment as well as maintenance of existing equipment.

Impacts: reduces capacity and delays departmental work/ productivity

- Cuts M&O increases for all departments (although costs for goods continue to rise)
- Major reduction to street overlay maintenance (street paving)
- Decreased funding for repairs of playgrounds and other small park amenities
- Suspends arts & culture grants and reduces Human Needs grant program
- Decreased capital projects including park projects

Budget reductions: Pause pre-funding LEOFF 1

Reductions include pausing the pre-funding the LEOFF 1 pension plan. LEOFF 1 has adequate reserves to take care of recipients' needs thanks to the City's many years of pre-funding contributions. *Note: Everett has proactively invested in LEOFF 1; other cities pay pension costs year-to-year.*





City of Everett 2025 Budget

Public impacts of budget reductions

Staff reductions: Police Administrative & Civilian roles

The Administration is supporting public safety by continuing to invest in patrol officer positions.

Reductions include one deputy chief*, one lieutenant*, one crime prevention officer and two desk officers.

Impacts: non-emergency customer service and internal operations

- Increased workloads for Chief, Deputy Chief and police leadership in the interim
- Reduces staff available for drop-in crime reporting or questions at police stations (no in-person option)
- Limited crime analysis staffing for investigations and data-driven policing
- Delays responses to community concerns and questions

*Temporary

Staff reductions: Parks and Facilities

The Administration is committed to keeping parks active and welcoming.

Reductions include elimination of Park Ranger program and decreased facilities staff.

Impacts: reduces staff presence at parks and overall capacity for addressing non-emergency park and city building issues

- Reduces use of park gates, restroom access, community event support, some Jetty Island program support and litter pick-ups
- Reduces cleaning, maintenance and repairs of city buildings
- Fewer capital projects including parks & playgrounds

Maintaining park spaces will be the priority. Everett At Work and the new Community Watch program (launching 2025) will help address non-emergency issues. Emergencies will still be handled by police or fire/ EMS.

Budget reductions: Library

The Administration's priority is ensuring both branches remain open to the public.

Reductions include decreases to staffing, hours, programming and materials.

This will impact public access to the library and availability of staff, services and materials.

- Reduces hours of operations at both branches from 96 hours per week to 72 hours
- Decrease in new materials added to the collection and ending Wi-Fi hot spot loans
- Decreased amount of public programming



Learn more:
everettwa.gov/2025budget

Budget deficit overview

Funding for essential public services has been unable to keep pace with the cost to continue providing these services. Everett has faced a recurring and worsening budget deficit for 20+ years caused by the State's 1% cap on property tax levy increases.

2001

Initiative 747 is approved by voters.

Cities, counties and other taxing districts were limited to a 1% annual property tax levy increase, resulting in reduced funding for public services.

2001-
2018

Deficit

Actions to defer impacts to public-facing services

- Deferred facility maintenance and investments in capital improvements
- Increased utility taxes, added/increased other taxes or fees
- Cut some quality-of-life programs, like the library outreach program

2018

\$6.5 million budget gap closed

Robust review of services and staffing with new Administration

- Solicited input from staff and community
- Vacant positions eliminated
- Reduced Neighborhoods funding
- Reduced travel and training costs
- Reorganized departments
- Expanded City's volunteer program

2019

\$11.3 million budget gap closed

Implemented changes for long-term deficit reduction

- Offered Voluntary Separation Program
- Position reductions
- Continued eliminating vacant positions
- Major cuts to street repair
- Reduced sidewalk program
- Added membership fee for Gipson Center
- Reduced fire/police pension contribution
- Vera Clinic reduced City's benefits costs
- Proposed tax/fee increases
- Proposed regionalizing fire/library

2020

\$10.9 million budget gap closed

Significant cuts to programs and staffing - worsened by the pandemic

- Significant position reductions (layoffs, voluntary separations, vacancies)
- Discontinued funding for Gipson Center, downtown flower program, Animal Farm, Forest Park Swim Center, Fourth of July parade and Music in the Parks
- Suspended training/travel, cut maintenance and operations
- Further reduced City's costs for staff benefits

The pandemic greatly reduced City revenues, but it did not eliminate or reduce the public's need for services; in fact, demand for services grew and changed during this time.

2021

\$12.9 million budget gap closed

Extensive cuts and service reductions as a result of the pandemic

- FTEs eliminated (voluntary separations, vacant/seasonal positions)
 - Impacted departments: Administration; Community Development, Planning and Economic Development (CPED); Engineering; Facilities; Communications; IT; Legal; Finance; Library; Cultural Arts; Recreation.
- Eliminated Safe Streets work crew
- Reduced community events funding
- Reduced Human Needs funding
- Reduced library programming
- Closed Forest Park Swim Center
- Reduced Council contingency fund
- Eliminated funding for Jetty Island Days program

The need for social services increased drastically during the pandemic.

2022

\$12 million budget gap closed

Aligning budget priorities with community needs

- Unsustainable budget actions like deferrals in repairs, maintenance and renovations to prevent community impact
- COVID recovery funding - allocating funds to areas of greatest community need, rather than using one-time COVID recovery funding for core City services

Prioritized funding public safety, including police, fire and social workers, to address increases in violent crime and drug crisis post pandemic

2023

\$13.2 million budget gap closed

Pursued outside funding and making the most out of one-time funds

- Balanced budget without cuts
- Unsustainable budget actions (suspended/ deferred contributions)

2024

\$13.3 million budget gap closed

Maintained public-facing services and explored revenue options

- Balanced budget without cuts
- Unsustainable budget actions (suspended/deferred contributions)
- Council asked voters for a property tax levy lid lift after considering options including regionalizing fire or library services

Other significant efforts to grow revenue and find cost savings through increased efficiency

Economic development growth

- Over \$1.5 billion of construction
- New businesses added 1,500+ jobs
- Over 1 million sq ft of light industrial space added - which will bring 1,500 more jobs
- Supporting the growth and expansion of the Clean Tech industry and redevelopment of the Everett Mall, Waterfront and Riverfront

Improved delivery of core services

- Police body worn camera program, with Flock Safety system to come
- Pre-hiring replacements to reduce Fire department overtime
- Streamlined reporting of concerns by launching Everett at Work
- Use of public private partnerships to deliver services and reduce costs

2025

\$12.6 million budget gap

From: [Angela Ely](#)
To: [Ashleigh Scott](#)
Cc: [DL-Council](#); [David Hall](#); [Jennifer Gregerson](#); [Lori Cummings](#)
Subject: FW: [EXTERNAL] Record email sent to the Everett City council
Date: Wednesday, January 15, 2025 5:24:43 PM

Category 2: Sensitive information

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

Thank you!
Angie

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

From: Jose Villalaz <j44villalaz@gmail.com>
Sent: Thursday, January 9, 2025 2:57 PM
To: Angela Ely <AEly@everettwa.gov>
Subject: [EXTERNAL] Record email sent to the Everett City council

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.

Hi,

I sent an email yesterday and I realized it wasn't recorded on the city record. I was watching from home online. I would like the email to be recorded. So I'm resending.

Jose Villalaz
3314 Lombard Avenue
Everett, Washington 98201

Greetings Everett City council,

As you're aware of the safety and security issues we have been dealing with since Andy's place opened in 2021. We have street level issues that have caused safety issues on our streets. Thousands of calls a year to the police. Drug dealers inside Andys place and outside. Andy's place is the draw. The lack of accountability from Compass on their residents to respect our neighborhood.

Safety, Security, Accountability

We have had enough here. We are taking our safety and security issues to the next level.

This is no way to embarrass the city of Everett or Compass Health.

I will be installing security cameras in front of my residence.

By having the video running 24hrs people will be able to see for themselves the issues that we are facing.

We care about the health, safety of our community.

I must become the activist resident to show the community of what's happening in front of my house and neighborhood.

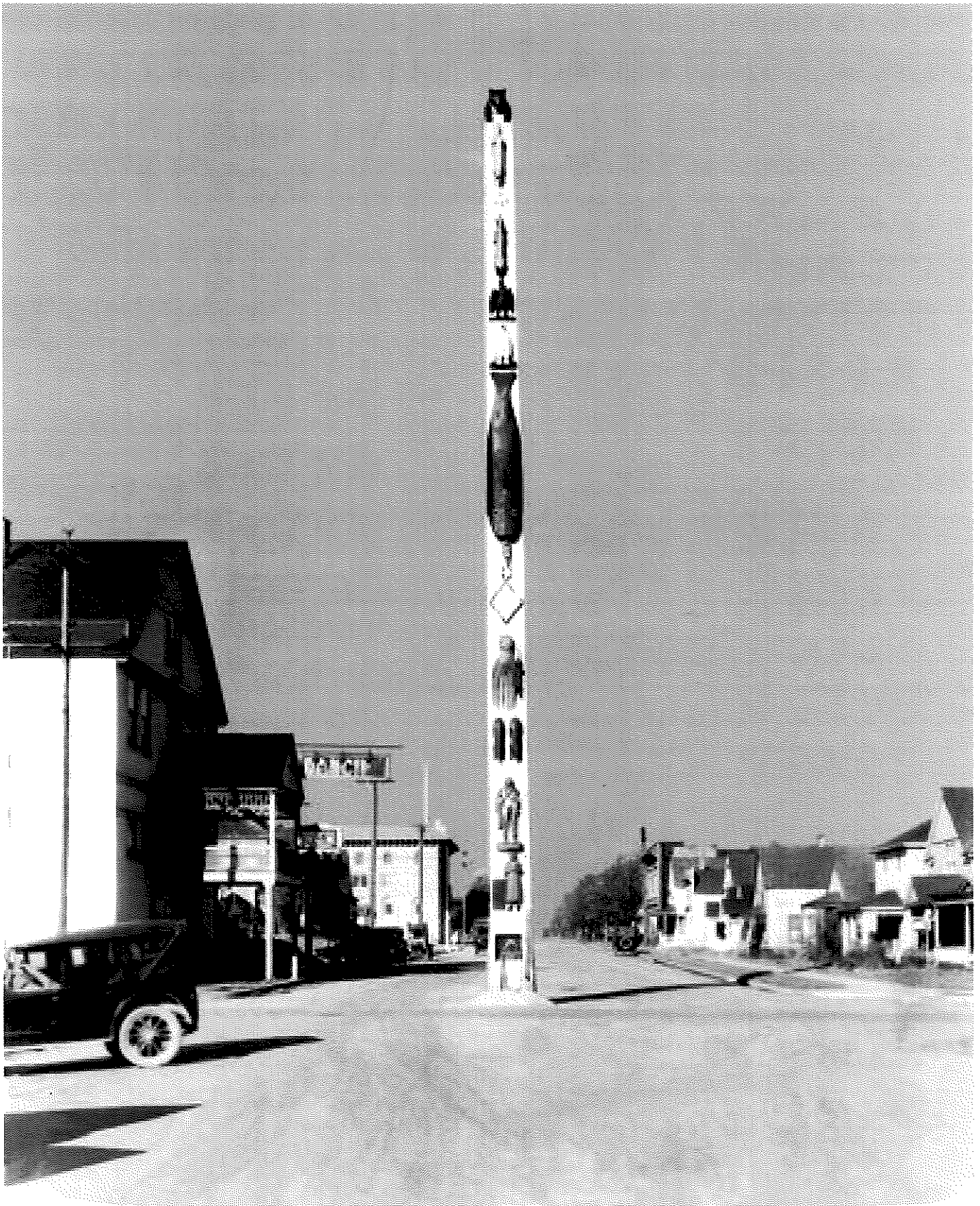
I'm tired as so are many neighbors of being vilified by people who don't live here, and they just assume we must put up with this nonsense 24hrs a day.

Next time if the city approves low barrier housing in a residential neighborhood it must require that facility to vet the residents it takes in. It must provide 24 hrs. security on their campus. Be a good neighbor.

In closing I do thank the city and police for helping in responding to the thousands of calls residents have made.

To the city council. Residents are asking you to take safety, security issues seriously. You are the elected officials and representatives.

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)





EVERETT CITY COUNCIL Public Comment Form

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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: 1-15-25

NAME (required): Michelle Pendergrass

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

EMAIL (optional): pgrass PN@gmail.com PHONE (optional): 2063030723

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: Hope N Wellness



EVERETT CITY COUNCIL

Public Comment Form

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DATE: 1/15

NAME (required): Rob Emery

CITY (required): Lake Stevens ZIP (required): 98258

EMAIL (optional): EMERYRS1313@GMAIL.COM PHONE (optional): 425 319 6934

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: Story told



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DATE: 1/15/25

NAME (required): SCOTT SPARLING

CITY (required): EVERETT ZIP (required): 98201

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

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

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

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

☒ During the general public comment. Please state the topic you would like to speak on: HOPE N WELLNESS / ZONING



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DATE: Jan 15, 2025

NAME (required): John K. Listerman

CITY (required): Everett ZIP (required): 98208

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 #: Hope and Wellness

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



EVERETT CITY COUNCIL Public Comment Form

5 min

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DATE: 1/15/25

NAME (required): ASTIN SWETZ

CITY (required): EVERETT ZIP (required): 98201

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

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

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

☐ During the comment period that will follow the agenda item

AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: HOPE & WELLNESS

Good evening.

As the newly-elected President of the Everett Public Library Board of Trustees, I want to begin by thanking you for the opportunity to provide this annual update about the library's operations. Part of our goal in speaking with you tonight is to ensure that City leaders and all those listening come away with a greater understanding of the power and the value of our Everett Public Library and why it is vital for the City of Everett to continue to support our community through adequate library funding.

The library is many things to many people—it provides books, story times, meeting spaces, and educational and entertainment programs for all ages—but more than anything, our Library is at the heart of our community. As a cornerstone of the community, we serve everyone by connecting them to information and resources, as well as to each other, to create informed, inspired, and engaged citizens.

Our Director's analysis shows that for every dollar budgeted for the Everett Public Library, we receive \$2.47 in community benefit. That bears repeating: for every one dollar budgeted for the library, the City sees more than 100% return on its investment. And this is a modest estimate, in fact, because it does not begin to account for the innumerable indirect ways the Everett Public Library creates positive change which ripples throughout our community. From defending the freedom to read, to teaching digital literacy skills, to providing access to everyday needs, our library staff are making it happen.

Although the library's budget is at essentially the same level as it was seven years ago, we are nevertheless seeing demand for library services continue to grow:

- In 2024, there were over 580,000 visits to the library, the highest number of annual visits since 2014;
- Over 640,000 physical and digital items were lent to patrons;
- Over 45,000 reference questions were answered;
- Nearly 40,000 in-person computer sessions were provided; and
- Chromebooks and hotspots were provided to over 700 people.

Additionally, because of our Library, last year nearly 200 people received direction and peace of mind navigating our complicated civil justice system thanks to our free legal clinics in collaboration with Snohomish County Legal Services. Every date we held a legal clinic this year was full and we were able to serve community members who otherwise would not have been able to access or find legal assistance, in matters including family law, housing, senior estate planning, and debt collection and bankruptcy.

But these numbers are just part of the story: our Library has the potential to change lives. Library employees regularly go above and beyond for this community by teaching those critical literacy and research skills, meeting patrons where they are by bringing services outside of the

library's walls, and helping families in need. Their dedication to the community is inspirational, and their work creates a better world for our community members, giving them access to safe spaces and possibilities they may not otherwise have been able to achieve.

On the topic of safe spaces: because of our Library, everyone in our community has equal access to safe, gracious spaces which also serve as heating, cooling, and cleaner air centers during extreme weather. In recognition of the important role the library plays in this regard, in 2024 we received or tentatively received funding from several sources specifically intended to support our facilities: Snohomish County invested \$321,834 of its federal allocation from the American Rescue Plan Act into HVAC improvements at our Main Library to improve the building's functionality as a warming, cooling, and cleaner air center. Through the Washington State Department of Commerce's Library Capital Improvement Program, \$559,500 for our Main Library Exterior Envelope Repair project was recommended to be included in the 2025-2027 Capital Budget Request. The library will also be receiving an additional \$444,000 for electrical vehicle charging stations at both the Main Library and the Evergreen Branch locations through the Washington Department of Commerce's Washington Electric Vehicle Charging Program.

Because of our Library, the people of Everett can enjoy a higher quality of life. We share collections, programs, and digital resources which foster learning, literacy, and personal growth. Patrons saved over \$8.7 million in 2024 borrowing physical and digital items from the library instead of purchasing them. We added materials in several new languages: we now have books available in Lushootseed, Cherokee, Chinese, Japanese, Arabic, Korean, Spanish, Ukrainian, and Russian. And through a new partnership with the Everett School District, student library accounts were created to provide over 20,000 students with access to library materials.

From our ever-popular "Reptile Lady" programs, to story times held aboard boats, Teen Advisory Council karaoke sessions, to retirement planning classes, clay house workshops and mushroom foraging classes – our free and accessible programs offer something for everyone and bring our community together.

A family at one of our pre-school story times shared that they felt very welcome at the library after being kicked out of a pre-school for the hyperactivity of their young child. The family felt able to be themselves in our space and has been returning weekly. In another story time, we welcomed a first-time family with an interpreter. Even though the child did not understand the language, the family grew more and more comfortable, ending the program overcome with emotions and smiling from ear to ear. And our first ever "Bonding with Baby" series brought together expectant and new parents to hear from experts, learn about infant development, and gain confidence and community.

At the other end of the age spectrum, a librarian worked one-on-one with a patron over the course of multiple days to help her submit a request for reconsideration for widow's benefits. This patron had minimal computer skills and needed lots of hands-on help scanning,

researching a health condition, emailing, and printing—assistance she likely would not have been able to access elsewhere.

Most of the wonderful programs our Library provides simply would not be possible without the continuing support of the Friends of the Everett Public Library and other generous donors. The Friends of the Library is an independent 501(c)(3) and in 2024 the Friends helped host the popular “Books and Brews” used book sale fundraiser and contributed approximately \$12,000 to the library. The library is extremely thankful for the variety of individual donors who support library efforts for the community through endowments, one-time giving, and bequests. We receive approximately \$85,000 each year through our endowment funds and received over \$14,000 from individual donations in 2024. The library also received an additional \$24,000 from the estate of Ida Mae Schack, \$21,000 from the Judy Baker estate that will be added to the Bill Baker endowment, and just shy of \$100,000 from the Cathy Elkington estate. We are honored that these individuals value the library and that the library can help honor their legacy and their generosity while supporting our community.

As we look towards 2025, the library will be working with the community and other stakeholders to craft a bold new strategic plan to honor our past while steering us toward a future that mirrors our City’s dynamic needs.

The library and its Board of Trustees will also be prioritizing staff well-being and exploring how we can best support our staff. While we do consider our library staff to be unsung heroes and know they are passionately dedicated to the library’s mission and the services they provide, it should be recognized that library employees are more and more frequently being put in a position where they must act as a social service or first responder, but with fewer and fewer resources. Over the last year, our library staff administered Narcan, provided life-saving CPR, experienced harassment, witnessed assault, assisted individuals experiencing domestic violence, and our youth services staff proved to be valuable and trusted resources for more than one youth experiencing abuse in the home. As these incidents show, without sufficient resources, it’s not just the community that is impacted through reduced services—we are also putting our staff in peril of experiencing workplace trauma and burnout.

Looking beyond 2025, we urge City Council and City Administration to recognize the importance of fully funding the library. Investment in the Everett Public Library is in a very real sense an investment in the safety and well-being of Everett residents—that is to say, library services contribute to public safety. Yet our Library has experienced significant budget reductions which have severely limited our ability to provide those services the community depends on. For example, beginning in December 2024, we had to make the painful decision to reduce our hours of operation from 96 hours per week to just 72 hours per week. Although we know council members feel warmly toward the library, and we are grateful for that, we are concerned the Council does not appreciate the return on investment that comes from fully funding our Library, both in fiscal terms and in terms of the library’s impact on public safety and community well-being.

We therefore strongly urge Councilmembers to do everything in their power to ensure appropriate funding levels for the library in the coming years, by reassessing other budgeting priorities in light of the community benefit our Library provides, or by identifying new sources of revenue to be specifically applied to library operations. It cannot be overstated: the return on investment from fully funding library services is *significant*. Your work to improve the financial future for the City and the Everett Public Library will materially affect the overall well-being of our city and all of its residents and families. The Everett Public Library isn't just a building filled with books; it's a symbol of hope, knowledge, and the spirit of the community. With your continued and full support, there's no limit to what we as a community can achieve.

Thank you.