



Everett City Council Preliminary Agenda

12:30 p.m., Wednesday, January 29, 2025

City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: January 22, 2024

Executive Session No. 1

Mayor's Comments

Alliance For Housing Affordability Briefing

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 \$10,786,398.15 For The Period Ending January 11, 2025 Through January 17, 2025.

Documents:

[RES_CLAIMS PAYABLE 1.17.25.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,751,154.87 For The Period Ending January 11, 2025.

Documents:

[RES_2025 PAYROLL PAY PERIOD 02.PDF](#)

(3) Authorize The Mayor To Sign Amendment No. 1 To Grant Agreement No. WQC-2022-EverPW-00085 With The Washington Department Of Ecology.

Documents:

[DOE-3RD AVE WQ FACILITY-AMENDMENT NO. 1.PDF](#)

(4) Authorize The Mayor To Sign A Donation Agreement Between City Of Everett And Boy & Girls Club Of Snohomish County.

Documents:

[DONATION AGREEMENT_BG CLUB TO CITY.PDF](#)

(5) Authorize The Mayor To Sign The Network Infrastructure As A Service – Subscriber Terms Of Use With Extreme Networks In Substantially The Form Provided For An Annual Cost Not To Exceed \$483,029.76 Per Year Including Washington State Sales Tax.

Documents:

[EXTREME NETWORKS NIAAS.PDF](#)

(6) Authorize The Mayor To Sign An Interlocal Agreement Between The City Of Everett, Snohomish County, And Port Of Everett For The Maintenance And Operations Of Jetty Landing Launch.

Documents:

[MAINTENANCE AND OPERATIONS OF JETTY LANDING LAUNCH INTERLOCAL AGREEMENT.PDF](#)

(7) Adopt A Resolution And Authorize Mayor To Award And Execute Agreements For 2025 Human Needs Fund Allocations.

Documents:

[RES_2025 HUMAN NEEDS FUNDING.PDF](#)

(8) Adopt A Resolution In The Form Provided And Authorize Mayor To Apply For Grant Funding And Execute All Necessary Documents With Respect To The 2024 Washington State Recreation And Conservation Office Boating Facilities Program Grant For Langus Riverfront Boat Launch Grant Cycle.

Documents:

[RES_WASHINGTON STATE RECREATION AND CONSERVATION GRANT CYCLE - RCO LANGUS RIVERFRONT BOAT LAUNCH.PDF](#)

(9) 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](#)

PROPOSED ACTION ITEMS:

(10) CB 2501-01 – 2nd Reading - Adopt An Ordinance Amending Ordinance 3908-22 Entitled "Fire Training Center Project", Fund 342, Program 036, To Accumulate Design Costs For The Project. (3rd & Final Reading 2/5/25)

Documents:

[CB 2501-01.PDF](#)

(11) CB 2501-02 – 2nd Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Lowell Riverfront Park Renovation", Fund 354, Program 080, As Established By Ordinance No. 3899-22. (3rd & Final Reading 2/5/25)

Documents:

[CB 2501-02.PDF](#)

(12) CB 2501-03 – 2nd Reading - Adopt An Ordinance Amending Ordinance 3952-23 Entitled "Parks Restrooms Renovation Project", Fund 354, Program 088, To Accumulate All Costs For The Project. (3rd & Final Reading 2/5/25)

Documents:

[CB 2501-03.PDF](#)

(13) CB 2501-04 – 2nd Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Port Gardner Storage Facility" Fund 336, Program 024, And Repealing Ordinance No. 3816-21. (3rd & Final Reading 2/5/25)

Documents:

[CB 2501-04.PDF](#)

(14) CB 2501-05 – 2nd Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled, Wiggums Hollow Playground Replacement, Fund 354, Program 081, As Established By Ordinance No. 3951-23. (3rd & Final Reading 2/5/25)

Documents:

[CB 2501-05.PDF](#)

(15) CB 2501-06 – 2nd Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Water Pollution Control Facility Combined Conveyance Improvements" Fund 336, Program 032, And Repealing Ordinance No. 3881-22. (3rd & Final Reading 2/5/25)

Documents:

[CB 2501-06.PDF](#)

(16) CB 2501-07 – 2nd Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Edgewater Creek Bridge Replacement" Fund 303, Program 115, To Accumulate All Costs For The Improvement And Repealing Ordinance No. 4002-24. (3rd & Final Reading 2/5/25)

Documents:

[CB 2501-07.PDF](#)

(17) CB 2501-08 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Animal Shelter HVAC Controls Update", Fund 342, Program 049 To Accumulate All Costs For The Project. (3rd & Final Reading 2/12/25)

Documents:

[CB 2501-08.PDF](#)

(18) CB 2501-09 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "36th Street CSO Storage And Regulator Modifications" Fund 336, Program 022, And Repealing Ordinance No. 3902-22. (3rd & Final Reading 2/12/25)

Documents:

[CB 2501-09.PDF](#)

(19) CB 2501-10 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Drew Nielsen Park Playground Replacement", Fund 354, Program 102 To Accumulate All Costs For The Project In The Amount Of \$345,000. (3rd & Final Reading 2/12/25)

Documents:

[CB 2501-10.PDF](#)

(20) Alliance For Housing Affordability Briefing

Documents:

[AHA BRIEFING.PDF](#)

Executive Session No. 2

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.

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:

Whereas the claims payable by check against the City of Everett for the period January 11, 2025 through January 17, 2025, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Funds	160,248.90	101	Parks & Recreation	22,324.76
003	Legal	47,577.08	110	Library	4,379.23
004	Administration	6,491.20	112	Community Theater	19,190.43
005	Municipal Court	3,612.45	114	Conference Center	1,200.00
007	Human Resources	16.80	120	Public Works-Streets	827.92
009	Misc Financial Funds	987,635.75	126	MV-Equip. Replacement Re	99,912.59
010	Finance	799.75	130	Develop & Const Permit Fee	1,465.56
015	Information Technology	8,120.70	138	Hotel/Motel Tax	61,437.50
018	Communications, Mktg. Engage	2,151.97	145	Real Property Acquisition	92,912.05
021	Planning & Community Dev	589.37	146	Property Management	46,834.35
024	Public Works-Engineering	183,450.29	148	Cum Reserve - Parks	127.12
026	Animal Shelter	2,848.57	152	Cum Reserve - Library	73.50
031	Police	17,921.27	153	Emergency Medical Service	152,660.48
032	Fire	155.55	155	Capital Reserve Fund	169,996.68
038	Facilities Maintenance	1,506.07	156	Criminal Justice	49,979.97
			157	Traffic Mitigation	24,408.80
	TOTAL GENERAL FUND	\$ 1,423,125.72	162	Capital Projects Reserve	613.68
			171	Afford/Supp Housing Sls Tax	17,100.00
			303	PW Improvement Projects	250,730.77
			336	Water & Sewer Sys Improv	4,186,394.91
			342	City Facilities Const.	2,099,661.36
			354	Parks Capital Const.	67,690.87
			401	Public Works-Utilities	735,411.09
			402	Solid Waste Utility	2,224.76
			425	Public Works-Transit	121,250.86
			430	Everpark Garage	1,087.25
			440	Golf	64,242.77
			450	Snoh River Regional Water	2,650.00
			501	MVD - Trans Services	70,191.13
			503	Self-Insurance	14,053.80
			505	Computer Reserve	804,894.19
			507	Telecommunications	48,704.84
			637	Police Pension	34,709.32
			638	Fire Pension	28,310.35
			661	Claims	65,619.54
				TOTAL CLAIMS	\$ 10,786,398.15

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2025

Council President



RESOLUTION NO. _____

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

That the payroll of the employees of the City of Everett as of January 11, and checks issued January 17, 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	13,640.09	7,533.61
003	Legal	91,098.60	26,481.34
004	Administration	53,717.95	12,485.18
005	Municipal Court	70,519.01	23,421.64
007	Personnel	57,350.01	18,341.49
010	Finance	114,459.90	36,398.83
015	Information Technology	112,899.88	35,860.28
018	Communications and Marketing	25,701.98	7,420.72
021	Planning & Community Dev	121,735.75	36,864.53
024	Public Works	243,193.74	72,339.91
026	Animal Shelter	60,603.55	22,325.25
030	Emergency Management	9,254.93	2,830.55
031	Police	1,552,915.51	324,512.96
032	Fire	803,277.07	189,869.58
038	Facilities/Maintenance	99,637.40	37,667.55
101	Parks & Recreation	124,118.05	48,890.70
110	Library	122,962.40	37,578.04
112	Community Theatre	8,910.24	2,114.02
120	Street	74,950.89	27,855.18
153	Emergency Medical Services	408,329.11	96,741.39
197	CHIP	7,930.70	2,021.23
198	Community Dev Block	4,007.65	1,260.68
401	Utilities	941,474.11	348,730.66
425	Transit	519,400.34	197,712.44
440	Golf	24,783.24	10,905.85
501	Equip Rental	84,282.77	30,977.94
		<u>\$5,751,154.87</u>	<u>\$1,659,141.55</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2025.

Council President

Project title: Authorize Signature of Amendment No. 1 to Grant Agreement No. WQC-2022-EverPW-00085

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 01/29/25
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Grant Amendment No. 1

Department(s) involved:

Public Works

Contact person:

Souheil Nasr

Phone number:

425-257-7210

Email:

snasr@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: 3rd Avenue WQ Facility

Partner/Supplier: Washington Department of Ecology

Location: N/A

Preceding action: Plans & Systems Ordinance ([5-25-22](#))
Approval to sign Grant Agreement No. WQC-2022-EverPW-00085
([6-1-22](#))
Award of Construction Contract to Blue Mountain Construction ([11-6-24](#))

Fund: 336 – Water & Sewer Improvement Fund, Program 029

Fiscal summary statement:

This is a time-extension only amendment to the grant for the 3rd Avenue Water Quality Facility. There will be no change to the grant amount or scope. Washington Department of Ecology is providing grant funding in the amount of \$714,750 and the City of Everett is providing matching funds of \$650,250, for total programmed available funding of \$1,365,000.

Project summary statement:

The project will construct a stormwater treatment facility along 3rd Avenue SE, north of SE Everett Mall Way. The proposed facility will treat runoff from approximately 45 acres of currently untreated land prior to discharge to North Creek. The project includes construction of a Filterra Bioscapes® facility at the corner of 3rd Avenue SE and 97th PI SE, a pretreatment vault at 98th PI SE, associated stormwater system pipes and structures, and restoration of pavement, sidewalks, and adjacent properties to pre-project conditions.

A construction contract was awarded by Council and recently signed. Construction will have begun by the time this reaches the council agenda.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to Grant Agreement No. WQC-2022-EverPW-00085 with the Washington Department of Ecology.



AMENDMENT NO. 1
TO AGREEMENT NO. WQC-2022-EverPW-00085
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 Water Quality Treatment at 3rd Avenue SE (PROJECT).

The RECIPIENT experienced delays in the PROJECT due to COVID-19 impacts on staffing and delay in getting the agreement signed. This amendment will extend the AGREEMENT from January 31st, 2025, 2022 to June 30th, 2025, to provide the RECIPIENT with additional time to complete construction and to close out deliverables for this PROJECT. This amendment does not impact the award amount, and all deliverables remain the same.

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

Expiration Date:

Original: 01/31/2025 Amended: 06/30/2025

CHANGES TO THE BUDGET

Funding Distribution EG220650

Funding Title: SFAP

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 06/30/2025

Funding Source:

Title: SFAP - SFY22

Fund: FD

Type: State

Funding Source %: 100%

Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect: 30%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 14,890.00
Cultural and Environmental Reviews, and Permitting	\$ 15,000.00
Design Plans and Specifications	\$ 171,714.00
Construction Management	\$ 30,000.00
Construction	\$ 716,396.00
Project Close Out	\$ 5,000.00

Total: \$ 953,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25 %	\$ 238,250.00	\$ 714,750.00	\$ 953,000.00
Total		\$ 238,250.00	\$ 714,750.00	\$ 953,000.00

AUTHORIZING SIGNATURES

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 12/03/2024.

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.
Water Quality
Program Manager

Date

By: _____

Shaun M Bridge
Contact

Date

APPROVED AS TO FORM: OFFICE OF THE CITY
ATTORNEY

Tim Benedict, Deputy

Date

CITY OF EVERETT

By: Cassie Franklin, Mayor

Date

ATTEST: OFFICE OF THE CITY CLERK

Marista Jorve, City Clerk

Date

Template Approved to Form by
Attorney General's Office

Project title: Donation Agreement between City of Everett and Boy & Girls Club of Snohomish County

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 01/29/2025
Action
Ordinance
Public hearing
Yes ☒ No ☐

Budget amendment:

Yes ☐ No ☒

PowerPoint presentation:

Yes ☐ No ☒

Attachments:

Donation Agreement

Department(s) involved:

Parks/Facilities
Administration
Real Property
Legal

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Donation Agreement between City of Everett and Boy & Girls Club of Snohomish County

Partner/Supplier: Boys & Girls Club of Snohomish County

Location: 1210 Donovan Lane

Preceding action: N/A

Fund:

Fiscal summary statement:

Boys & Girls Club of Snohomish County has offered to donate a 7.25 acre parcel of undeveloped property at located at 2316 12th Street ("Property") to the City of Everett. The Property lies south of the Everett Boys & Girls Club. Following transfer of ownership, the City's Parks Department will be responsible for operation and maintenance of the Property.

Project summary statement:

The offer to donate property owned by the Boys & Girls Club of Snohomish County to the City of Everett, and all terms of the transfer have been memorialized in the proposed Donation Agreement. The terms of the Donation Agreement do not include any restrictive covenants on the property as a condition of acceptance. However, if the City decides to develop a nature/interpretive trail on the Property, the City agrees to name it the Rosemary Lane Nature Trail. Pursuant to E.M.C. 2.105, acceptance of property donations must be approved by Everett City Council action.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign a Donation Agreement between City of Everett and Boy & Girls Club of Snohomish County.



DONATION AGREEMENT

This Donation Agreement (this “**Agreement**”) is effective as of the date of last signature below (“**Effective Date**”), between the City of Everett, a Washington municipal corporation (“**City**”), and the Donor identified below in the Basic Provisions (“**Donor**”), (individually a “**Party**” and collectively the “**Parties**”).

Donor desires to donate the Property as defined below to the City. By its approval of this Agreement, the Everett City Council authorizes the City to accept the Property under chapter 2.105 EMC. Accordingly, 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:

Donor Address	Boys & Girls Clubs of Snohomish County, a Washington non-profit corporation
	8223 Broadway Suite 100
	Everett, WA 98203
	btsoukalas@bgcsc.org
Real Property	The Donor is the owner of the real property. The legal description of the 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> .
City Address	Real Property Manager City of Everett 802 E. Mukilteo Blvd. Everett, WA 98203
City Email Address	realproperty@everettwa.gov

2. PROPERTY. Donor agrees to donate and convey to City and City agrees to accept from Donor, 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 Donor’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 Donor 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 Donor 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. CONVEYANCE OF TITLE. Donor shall convey to the City fee simple title to the Real Property by duly executed and acknowledged quit claim deed (the “**Deed**”). The form of Deed shall be substantially as attached hereto as Exhibit B and incorporated herein by this reference. If necessary, the parties will duly execute and complete a Real Estate Excise Tax affidavit, a nonforeign affidavit pursuant to Section 1445 of the Internal Revenue Code, and any other documents required to complete the conveyance of the Property. All Property is conveyed to the City effective upon recording of the Deed.

4. NATURE OF DONATION. The Parties acknowledge and agree that the conveyance hereunder is a donation and the City will not compensate the Donor for the Property. The Parties acknowledge and agree that the City’s willingness to accept the Property and thereafter operate and maintain the Property is sufficient and adequate consideration for Donor’s obligations hereunder. The Parties acknowledge and agree that the City has made no promises regarding how the Property will be used in the future by the City.

5. NAMING OF THE PROPERTY. Prior to the donation, the Donor’s Board of Directors took official action on 10/16/2024, to name the Property the Rosemary Lane Nature Trail. The City acknowledges this action and the Donor’s desire for the City to maintain the name for any portion of the Property developed into a nature/interpretative trail after the donation has been completed and the Property transferred to the City. The City agrees that if it develops a portion of the Property into a nature/interpretive trail that it will recognize that portion of the Property as the Rosemary Lane Nature Trail.

6. CONVEYANCE COSTS. The City will pay real estate excise taxes, if any; sales tax, if any; and recording fees.

7. PRORATIONS. All normal and customarily pro-ratable items, including without limitation real estate and personal property taxes and utility bills, if any, shall be prorated as of

the date of recording of the Deed, on the basis of a 365 day year, with the Donor being charged and credited for all of same up to the recording date and City 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 date of recording of the Deed, 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 the Donor and the City.

8. DONOR'S REPRESENTATIONS AND WARRANTIES. In addition to other representations herein, Donor represents and warrants to the City as of the Effective Date and as of the date that Donor executes the Deed that:

- (a) Donor has full power and authority to convey the Property to City
- (b) Donor 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. If deemed necessary by the City, Donor shall deliver to City a certificate of non-foreign status in form required by the Income Tax Regulations and reasonably acceptable to City.
- (c) To Donor's actual knowledge, Donor has received no notice of any failure of Donor to comply with applicable laws and regulations relating to the Property, such as building, zoning, environmental, fire, or health and safety laws and regulations.
- (d) To Donor's actual knowledge, the Property is not subject to any leases or service contracts that will be in effect after the Closing Date.
- (e) To Donor's actual knowledge, this Agreement will not result in default by Donor under any other contract to which Donor is a party or violate any law to which Donor is subject.
- (f) Donor has no actual knowledge of any pending special assessments, improvement districts or condemnation actions except as may be shown on the preliminary commitment.
- (g) To Donor's actual knowledge, there is no litigation pending or threatened against Donor with respect to the Property.
- (h) To Donor's actual knowledge, Donor 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 Donor, nor are any contemplated by Donor.
- (i) Donor has no actual knowledge of the release or presence of Hazardous Materials on, in, from or onto the Real Property.
- (j) To Donor's actual 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 Donor contained herein shall survive the date of conveyance.

“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).

9. TERMINATION. The Donor may terminate this Agreement with no liability whatsoever and no obligation to convey the Property until such time as the Donor executes the Deed. The City may terminate this Agreement with no liability whatsoever and no obligation to accept the Property until such time as the Deed is recorded.

10. GENERAL. This is the entire agreement of City and Donor 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 City and Donor. 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.

11. 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 Donor and, unless otherwise expressly provided herein, by the Mayor of the City of Everett for City.

12. 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.

13. 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.

IN WITNESS WHEREOF THE PARTIES hereto have executed this Agreement.

CITY:

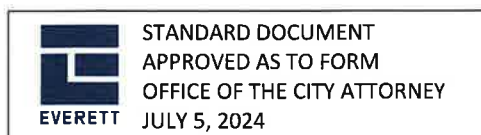
**CITY OF EVERETT
WASHINGTON**

Cassie Franklin, Mayor

ATTEST

Date

Office of the City Clerk



DONOR:

BOYS & GIRLS CLUBS OF SNOHOMISH COUNTY

Signature: 

Name of Signer: Bill Tsoukalas

Title of Signer: Executive Director

EXHIBIT A
LEGAL DESCRIPTION

Tract 998, 12th St. Partners Div I Donovan Lane Planned Residential Development, recorded under Auditor's File Number 200608295167, records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

**EXHIBIT B
FORM OF QUIT CLAIM DEED**

Recording requested by and
when recorded mail to:

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

Grantor:	Boys & Girls Clubs of Snohomish County, a Washington non-profit corporation
Grantee:	City of Everett, a Washington municipal corporation
Legal Description:	Tract 998, 12th St. Partners Div I Donovan Lane Planned Residential Development, recorded under Auditor's File Number 200608295167, records of Snohomish County, Washington. Situate in the County of Snohomish, State of Washington.
Assessor's Tax Parcel ID#	01053500099800
Reference Nos. of Documents Released or Assigned:	N/A

QUIT CLAIM DEED

BOYS & GIRLS CLUBS OF SNOHOMISH COUNTY, a Washington non-profit corporation, as GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, conveys and quitclaims 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:

Tract 998, 12th St. Partners Div I Donovan Lane Planned Residential Development,
recorded under Auditor's File Number 200608295167, records of Snohomish
County, Washington.

Situate in the County of Snohomish, State of Washington.

DATED: December 19, 2024

BOYS & GIRLS CLUBS OF SNOHOMISH COUNTY,
a Washington non-profit corporation.

By: [Signature]
Name: Bill Tsoukalas
Its: Executive Director

ACKNOWLEDGMENT

STATE OF WASHINGTON } ss.
COUNTY OF SNOHOMISH

This record was acknowledged before me on Dec 19th, 2024 by Bill Tsoukalas
as the Executive Director of BOYS & GIRLS CLUBS OF SNOHOMISH COUNTY,
a Washington non-profit corporation.

[Stamp Below]



[Signature]
Signature
NOTARY PUBLIC in and for the State of Washington
My Commission
Expires 11/9/25

Project title: Contract with Extreme Networks for Network Infrastructure as a Service

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 01/29/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Information Technology

Contact person:

Chris Fadden

Phone number:

425-257-7701

Email:

cfadden@everettwa.gov

Initialed by:

CJF

Department head

Administration

Council President

Project: Contract with Extreme Networks for Network Infrastructure as a Service

Partner/Supplier: CompuNet/ Extreme Networks Inc

Location: NA

Preceding action: NA

Fund: 505/Internal Service

Fiscal summary statement:

The total cost over the 7-year term will be based on the monthly payments and professional services fees ranging from a minimum of \$2,396,582.07 to a max of \$2,906,771.06:

- Years 1-3 low being \$410,145.62 and high being \$483,029.76 per year
 - Includes the professional services cost to implement, spread over 3 years
- Years 4-7 low being \$291,536.30 and high being \$364,420.44 per year

Funds will come from the Infrastructure Refresh sub-fund, 505-5130000. The 2025 budget covers the cost of the equipment subscription. A budget amendment in the amount of \$120,000 will be required to cover the cost of the professional services for installation and training.

Project summary statement:

Extreme Networks' Network Infrastructure as a Service (NlaaS) offers numerous benefits for the City of Everett's networking needs. This service provides a predictable and flexible monthly budget, allowing for better financial planning and management. The NlaaS model includes planning, implementation, and ongoing support, ensuring that the network infrastructure is always up-to-date and well-maintained. Additionally, the service includes a technology refresh, which means that the City of Everett will have access to the latest hardware and software without the need for capital purchases. The NlaaS subscription also includes SD-WAN services, which enhance network efficiency and streamline costs. With Extreme Networks holding the title to the equipment, there are no assets to depreciate, further simplifying financial management. Overall, Extreme NlaaS provides a comprehensive, cost-effective, and flexible solution for the City of Everett's networking requirements.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Network Infrastructure as a Service – Subscriber Terms of Use with Extreme Networks in substantially the form provided for an annual cost not to exceed \$483,029.76 per year including Washington State Sales Tax.



Extreme Networks NlaaS Quote

Quote provided contingent upon review and acceptance of standard Extreme Networks NlaaS Agreement or Schedule

Created for: City of Everett (WA)
Quote Date: January 15, 2025
Expiration Date: February 15, 2025

To: City of Everett (WA)

From: Kelly Meltzer
e-mail: kmeltzer@extremenetworks.com
Tel: 510-727-9016

cc: Maya Clark

From: Neal Harron
e-mail: nharron@extremenetworks.com

Quote Number: EXT-5859062629
Invoicing: Monthly
Advance or Arrears: Arrears

Term / Months: 84

Number of Ports: 4,449
Price Per-Port, Per-Month: \$ 6.21

Monthly Payment: \$ 22,106.18 80% Port Utilization
\$ 27,632.73 100% Port Utilization

Professional Services (Non Taxable)
36 Monthly Payments: \$ 9,884.11 Per Month in Addition to Per-Port Utilization (Non Taxable)

Shipping & Delivery Charges: Included in the monthly payment quoted above

Payment Includes: Whether you have your sights set on a predictable, consistent budget for your infrastructure or you're focused on shifting to a as-a-service model, Network Infrastructure as a Service gives you the flexibility you need to make your network a priority. Our NlaaS offering allows you to receive the necessary support services with one simple monthly fee.

Benefits of NIAAS:

- Predictable, flexible monthly budget
- Planning and implementation
- Support

Additional Terms:

- All NIAAS Quotes are subject to Extreme credit review and approval
- All customers must have fully executed a NIAAS Agreement prior to shipment

Errors and Omissions: Subject to the terms of this quote, neither party hereto shall be prejudiced in any way by inadvertent errors or omissions made by such party in connection with this quote provided such errors and omissions are corrected promptly following discovery thereof. Upon the discovery of an inadvertent error or omission by either party hereto, appropriate adjustments shall be made as soon as practicable.

ECOA NOTICE: If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Extreme Networks at the above address within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission.

Date

NETWORKINFRASTRUCTURE ASA SERVICE – SUBSCRIBER TERMS OF USE

These Network Infrastructure as a Service - Subscriber Terms of Use, including any appendices hereto ("Terms of Use") are made as of the date last signed below (the "Effective Date"), by and between Extreme Networks, Inc., with a place of business at 6480 Via del Oro, San Jose, California 95119 ("Extreme"), and City of Everett, with its principal place of business at 2930 Wetmore Avenue, Everett, WA 98201, USA ("Subscriber"), and shall serve to describe the Parties' rights and responsibilities related to Subscriber's use of Extreme Technology pursuant to a Network Infrastructure as a Service ("NlaaS") subscription. Capitalized terms used herein shall be as defined in the body of these Terms of Use, or as set forth in Appendix A ("Definitions") hereto. Extreme and Subscriber may be referred to individually as "Party" or collectively as "Parties" herein.

These Terms of Use, solely between Extreme and Subscriber, set forth the Parties' agreement regarding Subscriber's access to, use and management of Extreme Technology provided as part of the NlaaS Subscription and NlaaS Services purchased by Subscriber. By signature below, each Party represents it has the authority to bind itself to these Terms of Use and hereby agrees to same.

1. Scope. NlaaS Services are services provided by Extreme to its Subscribers which make capacity available for use on an as-needed basis, or "on demand," and paid for on a "pay-per-use" basis, as more fully set forth in Appendix B hereto. The NlaaS Services give Subscriber the ability to enhance efficiency and to streamline its costs, capacity allocation, and budget and procurement processes. These Terms of Use govern the provision by Extreme of NlaaS Services to Subscriber. NlaaS Services apply only to Extreme Technology located at the Premises identified in Appendix B and executed in connection with these Terms of Use; equipment which Subscriber owns or leases (from any source whatsoever) and which is not expressly supplied by Extreme under these Terms of Use is not covered.

2. Reporting of Usage.

a. Extreme's management software product(s) (hereinafter, "Monitoring Software") may be used to track the usage of the Extreme Technology. Extreme will determine Subscriber's usage by reviewing a monthly report, to be generated by Subscriber, using the Monitoring Software, or as otherwise agreed between the parties ("Usage Report"). The results of such Usage Reports will be binding upon Subscriber absent manifest error.

b. Should Monitoring Software be required as a condition to use, Subscriber is required to use Monitoring Software, and agrees to keep Monitoring Software fully operational during the Term. Subscriber may not disable, block, modify or otherwise interfere with Monitoring Software.

c. If Monitoring Software fails to function due to Subscriber interference or conflict with third party products, Subscriber will remove the interference or the conflicting products. If Subscriber fails to remove such interference or conflicting products within seven (7) days of notice by Extreme of such failure, or if Monitoring Software is unavailable resulting from the acts or omissions of Subscriber for more than one (1) calendar month, Subscriber will be invoiced based on one hundred percent (100%) Subscriber Usage for the previous billing cycle until Monitoring Software operation is restored.

3. Orders, Price & Payment, Taxes and Shipping.

a. **Orders.** Subscriber shall submit a purchase order for the NlaaS Subscription described in Appendix B to these Terms of Use. Extreme reserves the right to reject any order that is not accurate, in which case Subscriber will issue a new purchase order with correct information regarding the NlaaS Subscription. The terms and conditions of these Terms of Use will apply to any and all purchase orders submitted by Subscriber. Any different or additional terms on Subscriber's purchase orders are null and void.

b. **Price & Payment.** The price for the NlaaS Subscription will be as set forth in Appendix B and is based on a Minimum Port Count usage per month, as well as usage above and beyond the Minimum Port Count usage for any given month in the NlaaS Subscription Term. Payments will commence no later than ninety (90) days after the Extreme Technology has been delivered to the Premises. All payments will be due within thirty (30) days after the date of Extreme's invoice. Invoices for the NlaaS Subscription will be issued as set forth in Appendix B. All payments will be made in United States dollars by check, irrevocable letter of credit, wire transfer or other means satisfactory to Extreme. All sums not paid when due will accrue interest daily at the lesser of an annual rate of eighteen percent (18%) or the highest rate permissible by applicable law on the unpaid balance until paid in full. Extreme reserves the right, at any time and in its sole discretion, to modify the payment or credit terms or to terminate any credit extended to Distributor. Shipments, deliveries, and performance of work will at all times be subject to the approval of Extreme's credit department.

c. **Taxes.** The price in Appendix B does not include, and Subscriber will pay, indemnify, and hold Extreme harmless from, any and all applicable sales, use, excise, import or export, value added or similar tax that is not based on Extreme's net income or any duty, fee or charge (collectively the "Taxes") and any penalties or interest associated with any of the Taxes, imposed by any governmental authority with respect to any payment to be made by Subscriber to Extreme under these Terms of Use. From time to time, Subscriber will be responsible to withhold any and all required withholding tax amounts as applicable based on its purchases from Extreme. Subscriber will remit to Extreme the amounts owed for the NlaaS Subscription, as appropriate, and pay the proper taxing authority the withholding tax as required. Subscriber shall issue the certificate of withholding tax to Extreme as soon as practically available following payment. The certificate shall disclose the amounts paid, Taxes withheld and the same having been deposited with the tax authorities. If the certificate is not issued to Extreme within a reasonable time-frame, Subscriber will immediately make payment to Extreme an amount equal to the amount withheld for tax.

d. **Shipments, Risk of Loss & Title.** All shipments within the United States shall be FOB Destination (Subscriber's directed place of shipment). Subscriber shall identify mode of shipment and freight carrier on its purchase orders to Extreme. Risk of loss or damage to Extreme Technology will pass to Subscriber upon delivery to the first carrier. Title to the Extreme Technology remains with Extreme and shall not pass to Subscriber. Subscriber will pay all costs, including, without limitation, costs of transportation, insurance, export and import fees, customs brokerage expenses and similar charges in accordance with the FOB Destination terms. Subscriber, at its expense, will make and negotiate any claims against any carrier, insurer, customs broker, freight forwarder or customs collector.

4. Software.

a. Subscriber acknowledges and agrees that:

(i) unless otherwise specified by Extreme, all Extreme software will be furnished to Subscriber in connection with the NlaaS Services by Extreme pursuant to the terms stated in Extreme's standard End User Software License Agreement in effect as of the Effective Date and found at <https://cloud.kapostcontent.net/pub/3cea3a27-431f-4d22-aff4-609b6dd6a6dc/end-user-license-agreement?kui=RWQrhDMFPQ3mjYarjbrnDg>;

(ii) Software which is supplied by a third-party licensor may be furnished to Subscriber under a separate license with such licensor, and Subscriber is or will be the licensee of such third-party software directly from the licensor; and

(iii) these Terms of Use do not convey any explicit or implicit license for the use of the Extreme software or other intellectual property relating to the Extreme Technology.

b. Subscriber will not waive the performance of, or amend, modify or otherwise alter any term or condition of any applicable license agreement.

5. Access to Extreme Technology.

a. Extreme retains the sole and complete discretion to determine the appropriate Extreme Technology to be deployed at an identified Premise. Such Extreme discretion includes, without limitation, the rights:

- (i) to select and substitute Extreme products;
- (ii) to refresh one or more items of Extreme Technology with new technology when deemed appropriate;
- (iii) to adjust the capacity of the Extreme Technology to meet variations in Subscriber's current and projected utilization; and
- (iv) to modify Extreme Technology in order to meet the requirements of these Terms of Use.

b. Extreme has the right to inspect and perform maintenance, repair, replacement, inspection, monitoring, identification or repossession, as permitted herein, of the Extreme Technology and performance of the NlaaS Subscriptions from time to time, as may reasonably be determined is necessary by Extreme. Extreme also has the right to access the Extreme Technology as necessary to obtain usage report information and documentation, and provide purchased Support Services, at any reasonable time. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXTREME SHALL NOT BE LIABLE FOR ANY LOSS, DELAY, DOWNTIME OR UNAVAILABILITY OF DATA ASSOCIATED WITH EXTREME'S INABILITY TO ACCESS THE EXTREME TECHNOLOGY DUE TO SUBSCRIBER'S SECURITY PROCEDURES OR FAILURE TO COMPLY WITH THIS PROVISION.

c. Subscriber may not relocate the Extreme Technology from the installation address originally identified by Subscriber to Extreme, unless otherwise permitted in writing by Extreme, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Extreme shall not be liable for any loss, delay, downtime, unavailability of data or Extreme's inability to fully perform the NlaaS Services associated with Subscriber's move or relocation of the Extreme Technology, including any required inspection or services determined necessary by Extreme to continue to provide the NlaaS Services. Any such inspection or services shall be at Subscriber's expense, charged at Extreme's then-current applicable time and materials rates.

d. Subscriber assumes and will bear the entire risk of loss and damage to the Extreme Technology from any cause whatsoever.

e. If the Extreme Technology, or any part thereof, is lost, stolen, destroyed or damaged beyond repair for any cause whatsoever, or becomes the subject of condemnation, confiscation, seizure or requisition of title to or use of the same, Subscriber must immediately notify Extreme of such loss and, at the option of Extreme, Subscriber must either:

- (i) replace the Extreme Technology within thirty (30) days with replacement Extreme Technology having, in the sole discretion of Extreme, the same or greater value, utility and remaining useful economic life as the Extreme Technology so replaced, and the replacement Extreme Technology will immediately, and without further act, become Extreme Technology owned by Extreme, and fully subject to these Terms of Use; or
- (ii) pay to Extreme, within thirty (30) days of invoice date, the full replacement value with respect to such lost Extreme Technology, as determined by Extreme's standard price list, subject to any applicable discounts.

6. Technology Refresh. Subscriber may elect to refresh the Extreme Technology one time during the NlaaS Subscription Term, defined in Exhibit B. In the event that Subscriber obtains a Refresh, Extreme will ship the agreed-upon Refresh Extreme Technology to Subscriber in the same or similar manner in which the original Extreme Technology was delivered. Subscriber will pay the transportation charges (including taxes, duties and customs) for the Refresh Extreme Technology. Within thirty (30) days of delivery of the Refresh Extreme Technology to Subscriber, Subscriber shall return the entire contents of the replaced

Extreme Technology to a receiving point designated by Extreme. Subscriber will package and mark the Extreme Technology as instructed by Extreme. If the Extreme Technology is not in the appropriate cartons with the appropriate markings, the returned Extreme Technology will be rejected by Extreme and returned to Subscriber via collect freight. In such case, Subscriber will pay to Extreme the full replacement value with respect to the Refresh Extreme Technology at an amount as determined by Extreme's standard price list, subject to any applicable discounts. Refresh Extreme Technology may be new or refurbished.

7. Payment Obligations & Termination. Subscriber hereby represents they understand and agree that the subscription fees are non-refundable and that the NlaaS Subscription, NlaaS Services and associated payment obligations are non-cancellable. Extreme may terminate the NlaaS Subscription prior to the end of the NlaaS Subscription Term in the event (i) of Subscriber's material breach of these Terms of Use and failure to cure within thirty (30) days of receipt of written notice from Extreme; or (ii) Subscriber has become insolvent or filed for bankruptcy, or Extreme reasonably believes such events will occur. Subscriber shall not be relieved of its obligation to pay for the full NlaaS Subscription Term in the event of such termination.

8. Maintenance of Premises. Subscriber will maintain the Premises and any other location where Extreme Technology may be located in a safe and secure manner, in accordance with recommended laws and regulations, industry standards and conditions, and in a manner as required by the specifications accompanying the Extreme Technology and/or as may be advised by Extreme. Subscriber will also provide Extreme and its authorized agents, sub-contractors, suppliers and agents with a safe place to work as needed. Such requirements include but are not limited to ensuring use of the appropriate power requirements, data communications equipment, network and/or using cabling. Subscriber shall not remove or alter any asset tag or label affixed to Extreme Technology. Subscriber may not reconfigure, modify, add to or impair any portion (that is, Hardware or Software) of the Extreme Technology, whether with third party products or otherwise except as expressly permitted in this Agreement or as mutually agreed in writing by the parties. Further, Subscriber will not, and will not permit others to, relocate to another geographic area (including relocation of the Extreme Technology outside of the U.S), attempt to repair, or otherwise tamper with any NlaaS Subscriptions and/or Extreme Technology without the prior written consent of Extreme. If Subscriber wishes to relocate Extreme Technology, Subscriber shall provide thirty (30) day prior written notification to Extreme and, upon approval by Extreme, follow the requirements otherwise set forth in these Terms of Use. Relocation may only occur within the country of original delivery.

9. Contact Information. Subscriber will provide Extreme with current and accurate information for Subscriber's Designated Representative and any other contact necessary for access to Premises.

10. Extreme's Access to Secure Information Systems and Data. Subscriber will be solely responsible for the content of all information that Subscriber stores or transfers via the NlaaS Subscriptions, for backing up and maintaining copies of all its data and for the removal of any confidential, proprietary, or personal information on Extreme Technology. Extreme is not responsible for managing Subscriber's network environment. Subscriber will be solely responsible for the management of its systems administration, data back-up, data recovery, and disaster recovery measures. Extreme will not be responsible or held liable for Subscriber's internal processes and procedures to ensure the management, administration, protection, loss, confidentiality, or security of Subscriber data or information. Subscriber represents it will at no time provide Extreme with access to personally identifiable information of any kind stored in the Extreme Technology.

11. Return of the Extreme Technology.

a. Upon expiration or termination of the NlaaS Subscription Term, the Subscriber shall provide Extreme immediate and unfettered access to the Extreme Technology. Upon termination or expiration of the NlaaS Subscription Term, these Terms of Use will terminate in conjunction with such termination or expiration, without notice from Extreme. Subscriber must make available to Extreme, upon demand at a date and time as determined by Extreme, the Extreme Technology for purposes of Extreme, or its agent, accessing and repossessing the Extreme-owned Extreme Technology. If Subscriber fails to make available the Extreme Technology, Extreme may take any and all actions reasonably necessary to obtain possession of the Extreme

Technology.

b. Upon termination or expiration of the NlaaS Subscription, Subscriber will destroy all copies of all Software provided with the Extreme Technology and deliver to Extreme a certificate of an authorized officer of Subscriber to the effect that such destruction has occurred. Subscriber is responsible for removing all of Subscriber's confidential and/or proprietary information from the Products prior to return, and Extreme disclaims all liability for such removal or for the protection of any such information not removed by Subscriber.

12. Proprietary Rights. The Extreme Technology is the property of Extreme and no title, equity, ownership or right (including any license right) in or to the Extreme Technology in whole or in part shall pass to Subscriber, except as otherwise expressly provided for in these Terms of Use. Subscriber agrees that it may not pass any right or interest in the Extreme Technology to a third party and Subscriber shall ensure it takes necessary steps to protect Extreme's rights under these Terms of Use such that the Extreme Technology cannot be construed as a fixture nor shall it become a fixture on the Premises or any other location. Subscriber will not take any action that causes or purports to cause the imposition of any lien, claim, interest, right or encumbrance on Extreme Technology or otherwise transfer any right or interest in the Extreme Technology to a third party. Subscriber will immediately take all necessary action to remove any lien or encumbrance on the Extreme Technology (other than any lien or encumbrance in favor of or expressly approved by Extreme) and shall, at its sole expense, defend, indemnify and hold Extreme harmless from and against any claims, damages, costs, expenses, losses or the like relating to the protection and preservation of Extreme's rights, title and interest in the Extreme Technology.

13. Audit Rights. Extreme, or an agent designated by Extreme, shall have the right to perform an audit of Subscriber's use of the NlaaS Subscriptions during normal business hours. Subscriber agrees to cooperate with Extreme in such audit and to provide Extreme with all records reasonably related to Subscriber's use of the NlaaS Services. The audit will be limited to verification of Subscriber's compliance with the provisions of these Terms of Use and accuracy of usage reports.

14. Insurance. Subscriber shall obtain and maintain liability insurance and insurance against loss or damage to all Extreme Technology including, without limitation, loss by fire, flood (including extended coverage), theft and such other risks of loss as are customarily insured against on that type of Extreme Technology. Such insurance shall be in such amounts, in such form and with such insurers as are acceptable to Extreme, such acceptance not to be unreasonably withheld, and shall contain a requirement that no material modification or cancellation of coverage may occur unless thirty (30) days prior written notice thereof has been provided to Extreme. Subscriber shall cause its insurer to name Extreme as loss payees and additional insured, and within fifteen (15) days after Extreme's request, Subscriber shall cause its insurer to provide to Extreme a certificate evidencing such coverage.

15. Excluded Data. Subscriber acknowledges that any software and/or the NlaaS Services provided under these Terms of Use are not designed to offer functionality providing security and access management for the processing and/or storage of the following categories of data: (1) data that is classified and or used on the U.S. Munitions list, including software and technical data; (2) articles, services and related technical data designated as defense articles and defense services; and (3) ITAR (International Traffic in Arms Regulations) related data, (individually and collectively, "Excluded Data"). Subscriber hereby agrees that Subscriber is solely responsible for reviewing and ensuring its data that will be provided to Extreme (or to which Extreme will have access) does not contain Excluded Data.

16. LIMITATION OF LIABILITY. EXTREME'S LIABILITY FOR CLAIMS RELATED TO, OR ARISING OUT OF, THESE TERMS OF USE, THE SUBSCRIBER'S ORDER(S), OR THE NIAAS SERVICES, SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID OR PAYABLE BY SUBSCRIBER TO EXTREME FOR THE NIAAS SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL EITHER EXTREME OR SUBSCRIBER BE LIABLE FOR (I) INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES; (II) LOSS OR CORRUPTION OF DATA OR INTERRUPTED OR LOSS OF BUSINESS; OR (III) LOSS OF REVENUES, PROFITS, GOODWILL OR ANTICIPATED SALES OR SAVINGS. THIS LIMITATION

OF LIABILITY APPLIES WHETHER THE CLAIMS ARE IN WARRANTY, CONTRACT, TORT, INFRINGEMENT, OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS SECTION 16 LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

17. Subscriber's Representations and Warranties. Upon execution of these Terms of Use, and again as of the Effective Date, Subscriber warrants and represents to Extreme as follows:

- a. Subscriber's use of the NlaaS Services is for business purposes only, provided that to the extent applicable, the parties hereto agree that Subscriber's "business purposes" may include use of the Products for hosting services if agreed to by Extreme and reflected in Appendix B;
- b. Subscriber is a duly organized and validly existing partnership, limited liability company or corporation in good standing under the laws of the jurisdiction of its formation and in each jurisdiction in which the character of its properties or the nature of its business or the performance of its obligations under these Terms of Use requires such qualification;
- c. Subscriber has full power and authority and all necessary licenses and permits to enter into and perform all its obligations hereunder;
- d. Subscriber's execution and delivery of these Terms of Use and performance of its obligations hereunder have been duly authorized by all necessary corporate action on the part of Subscriber, and do not and will not result in the creation of any lien upon the Extreme Technology or any other property of Extreme.
- e. There are no actions, suits or proceedings pending or threatened against or affecting Subscriber or any property of Subscriber in any court, before any arbitrator of any kind or before or by any Governmental Body, which, if adversely determined, would materially and adversely affect the business, financial condition, assets, or operations of Subscriber, or adversely affect the ability of Subscriber to perform its obligations under any Contract; and

18. Extreme Warranties.

- a. Extreme warrants that, for the duration of the Term, the NlaaS Services will be provided to Subscriber in a professional, workmanlike manner ("workmanlike manner" means the way work is customarily done by other providers in the community) and in accordance with industry standards ("industry standards" means a practice, method, process or criteria adopted as convention by industry members, either through formal agreement or through emulation of best practices established by industry leaders).
- b. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF IMPLIED WARRANTIES, IN WHICH CASE THIS SECTION 18(b) WILL NOT APPLY.
- c. EXTREME DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER OR GREATER LIABILITY IN CONNECTION WITH THE INSTALLATION, SERVICING, MAINTENANCE, LICENSING OR USE OF EXTREME PRODUCTS WHILE PROVIDING THE NIAAS SERVICES UNDER ANY CONTRACT, AND EXTREME MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY BRANDED PRODUCTS SUPPLIED BY IT IN CONNECTION THEREWITH.

19. Confidentiality Obligations. In the event of the non-existence of a non-disclosure or other confidentiality agreement between the parties, the following language shall apply. Subscriber agrees that

Subscriber will not attempt, and Subscriber will use Subscriber's best efforts to prevent Subscriber's employees and contractors from attempting, to reverse engineer, disassemble, modify, translate or create derivative works from the Products, in whole or in part. Subscriber will treat as confidential and will not use or disclose to third parties any information (i) obtained by violation of the foregoing sentence or (ii) identified as confidential information of Extreme (such as new Product information or business plans of Extreme). In addition, Subscriber may be exposed to certain information concerning the Products including, without limitation, releases, and other Product or business information obtained through Subscriber's Web access to Extreme's technical support services, which is Extreme's confidential and proprietary information (herein "Confidential Information"). Subscriber agrees that during and after the term of this Agreement, Subscriber may disclose the Confidential Information only to its employees as is reasonably necessary to perform under this Agreement. This Section shall not apply to Confidential Information after such information is made public by Extreme. Except as set forth herein or in a separate non-disclosure or HIPAA Business Associate agreement between Extreme and Subscriber, neither Extreme nor Subscriber has any obligation of confidentiality to the other.

20. Indemnification. Subscriber expressly agrees to defend, indemnify and hold harmless Extreme, its Affiliates, employees, officers, directors and contractors from any claims, losses, liabilities, expenses, costs, suits or damages, including reasonable legal fees, court costs, and claims of infringement (hereinafter referred to as the "Claims"), arising from or in connection with: (a) any claims of intellectual property infringement related to the Extreme Technology arising by or through Subscriber; (b) any claims of injury to persons, properties or the environment based on either strict liability in tort, negligence, breach of warranties or violations of any regulatory law or requirement; or (c) any failure of Subscriber to comply fully with all applicable laws.

21. Compliance with Laws. Each party shall comply with all applicable laws and regulations, including but not limited to those regarding export compliance and anti-bribery.

22. Miscellaneous.

a. Notices. Notices will be sent to the address set forth above, attention Legal Department, unless a party notifies the other party in writing of an alternative contact and address for notices. Any notices permitted or required under these Terms of Use will be in writing and will be deemed given when delivered in person, by overnight courier upon written verification of receipt, by confirmed facsimile, or by certified or registered mail, return receipt requested, five (5) days after deposit in the mail.

b. Assignment. These Terms of Use may not be assigned by Subscriber by operation of law or otherwise without the prior written approval of Extreme. Extreme's rights and obligations, in whole or in part, under these Terms of Use may be assigned or delegated by Extreme to any affiliated company or subsidiary or in connection with a merger, reorganization, consolidation or sale of all or substantially all of Extreme's assets. These Terms of Use shall bind and inure to the benefit of the Parties and their successors and permitted assigns.

c. Force Majeure. Neither Extreme nor its Affiliates will be liable to Subscriber for any failure to perform due to, or alleged loss or damages resulting from the provision of NlaaS Services being delayed by, acts or omissions of Subscriber, acts of civil or military authority, governmental priorities, fire, floods, hurricanes, earthquakes, epidemics, quarantine, energy crises, strikes, labor trouble, terrorism, war, riots, accidents, shortages, delays in transportation, or any other causes beyond the reasonable control of Extreme or its Affiliates; nor shall Subscriber be liable to Extreme for any payments and fees for NlaaS Services not provided as a result of such causes (excepting acts or omissions of Subscriber).

d. Waiver; Severability. The waiver by either Party of a breach of any provisions contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself. In the event that any provision of these Terms of Use shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these Terms of Use unenforceable or invalid as a whole and,

in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

e. Injunctive Relief. It is expressly agreed that a violation of the EULA or Section 8 ("Proprietary Rights") of these Terms of Use could cause irreparable harm to Extreme and that a remedy at law could be inadequate. Therefore, in addition to any and all remedies available at law, Extreme will be entitled to seek injunctive relief or other equitable remedies in the event of any threatened or actual violation of any or all of the provisions hereof.

f. Controlling Law; Venue. These Terms of Use shall be governed in all respects exclusively by the laws of the State of California and the United States of America without regard to conflicts of law principles. The United Nations Convention on the International Sale of Goods is hereby expressly excluded from application to these Terms of Use. All disputes arising under these Terms of Use shall be brought in Superior Court of the State of California in Santa Clara County or the Federal District Court of San Jose, as permitted by law, and Reseller consents to personal jurisdiction in such courts.

g. No Agency. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

h. Counterparts; Facsimile Signatures. These Terms of Use may be signed in multiple counterparts that together shall form a single agreement as if the parties had executed the same document. The parties agree that execution of these Terms of Use evidenced by facsimile signature constitutes due execution and delivery thereof and that a photocopy or facsimile copy of the executed Agreement will be binding on and admissible by the parties to the same extent as an executed original.

i. Entire Agreement. These Terms of Use (including appendices, if any) constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes, and its terms govern, all prior and all contemporaneous proposals, negotiations, commitments, understandings, agreements or other communications between the parties, oral or written, regarding such subject matter. Any prior agreements between Extreme and Subscriber covering the subject matter of these Terms of Use are hereby terminated.

j. Amendment. These Terms of Use may not be modified except by a subsequently dated written amendment signed on behalf of Extreme and Subscriber by their duly authorized representatives.

Therefore, the parties hereto have caused these Terms of Use to be executed by their duly authorized representatives on the date shown below.

EXTREME NETWORKS, INC.

City of Everett

By:

By:

Print Name: Rob Rosa

Print Name: Cassie Franklin

Title: Senior Vice President

Title: Mayor

Date:

Date:

Appendix A Definitions

The following terms used in the Terms of Use have the meanings ascribed to them below:

"Designated Representative" means the person(s) duly authorized by each party who have the authority to take the actions referenced in any provision of these Terms of Use.

"Documentation" means Extreme's written documentation provided in connection with Extreme Technology that describes the functions and features of the Extreme Technology, including user guides and manuals, help files, frequently asked questions, information describing technical functionality and specifications, and related information that Extreme provides, generally, in connection with the Extreme Technology, whether in print, web based, or other electronic form, all as they may be updated from time to time. "Documentation" does not include marketing and promotional materials.

"Extreme Technology" means all Extreme products, replacement parts, software, Documentation, web sites, and any other technology, data or other information or content owned or licensed by Extreme and furnished or otherwise made available by Extreme or its agents, at Extreme's discretion, to Subscriber pursuant to a NlaaS Subscription and these Terms of Use.

"NlaaS Services" means the access to and use of the Extreme Technology on an "as-needed" or "on demand" basis, payable by Subscriber to Extreme either in advance or for the applicable Billing Cycle, as agreed upon between Subscriber and Extreme.

"NlaaS Subscription" means an order placed by Subscriber with Extreme for the provision of NlaaS Services. A NlaaS Subscription will include, without limitation, a description of the Extreme Technology and the NlaaS Service, additional support and respective pricing for each, ship to destination, bill to address, Premises address(es) and name (including contact information) of the Designated Representative and other contact name(s), if applicable.

"Premises" means the location where NlaaS Subscriptions(s) and/or Extreme Technology are used and/or installed, as identified in Appendix B to these Terms of Use.

"Refresh" or "Refreshed" means the process of replacing originally deployed equipment with newer technologies, protocols, and/or improved performance.

"Support Services" means technical support and maintenance services, identified by part number on Extreme's published price list and in Appendix B, provided with the NlaaS Services and as further described at Extreme's current website.

APPENDIX B

Subscriber's usage of the NlaaS Services will be determined based on Port usage. A "Port" is a connection point on a telecommunication device that is configured to process communication traffic. Each Port provides a user access to the NlaaS Service. The Usage Report provided by Subscriber will indicate the number of users who accessed a Port at any one time during the month for which the Usage Report is generated.

Notwithstanding anything else in the Terms of Use to the contrary, and notwithstanding Subscriber's actual monthly usage, Subscriber's monthly Usage Report will reflect not less than 3,559 Ports used each month. Additional monthly Port usage, above and beyond 3,559 Ports, will also be included if applicable.

Subscriber will provide the aggregated monthly Usage Reports to Extreme on a quarterly basis. Extreme will determine the applicable cost to Subscriber based on the Usage Report and will invoice Subscriber for such cost.

Notwithstanding anything to the contrary provided in the Agreement, if the End User does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement, the End User does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event") and provided the End User is not in default of any of its obligations under such Agreement as of the effect date of such termination, the End User may terminate such Agreement, effective as of the end of the End User's last-funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least thirty (30) days prior written notice of termination ("Termination Notice"). The End User's fiscal year commences on January 1st and ends on the next following December 31st.

Premises where Extreme Technology will be located:

Location	Address
Everett Municipal Building	2930 Wetmore Ave, Everett, WA 98201
College Station	Tower St, Everett, WA 98201
Everett Station	3201 Smith Ave, Everett, WA 98201
Everett Performing Arts Center	2710 Wetmore Ave, Everett, WA 98201
Fire Administration	2801 Oakes Ave, Everett, WA 98201
Fire Station 1	3619 Rucker Ave, Everett, WA 98201
Fire Station 2	2801 Lombard Ave, Everett, WA 98201
Fire Station 4	5920 Glenwood Ave, Everett, WA 98203
Fire Station 5	1600 Madison St, Everett, WA 98203
Fire Station 6	9520 Evergreen Way, Everett, WA 98204
Fire Station 7	11221 Silver Lake Rd, Everett, WA 98208
Evergreen Library	9512 Evergreen Way, Everett, WA 98204
Main Library	2702 Hoyt Ave, Everett, WA 98201
Municipal Court	3028 Wetmore Ave, Everett, WA 98201
Forest Park	4132 Federal Ave, Everett, Wa 98203
Kasch Park	8811 Airport Rd, Everett, WA 98204
Legion Park	144 W Marine View Dr, Everett, WA 98201

Walter Hall	1226 W Casino Rd, Everett, WA 98204
Police North Precinct	3002 Wetmore Ave, Everett, WA 98201
Police South Precinct	1121 SE Everett Mall Way, Everett, WA 98208
Service Center	3200 Cedar St, Everett, WA 98201
WFP (Water Filter Plant)	Lake Chaplain, Monroe Wa
WPCF (Water polution control facility)	4027 4th St SE, Everett, WA 98205
Animal Control	333 Smith Island Rd, Everett, WA 98201
Police Evidence	2722 Colby Ave Basement, Everett, WA 98201
Transit Administration	3225 Cedar Street, Everett, Wa 98201
Alt-TSG	3200 Cedar St Bldg 4, Everett, WA 98201
Bus Barn	3227 Cedar Street. Everett, Wa 98201
Facilities Shop	3127 Cedar Street. Everett, Wa 98201
Motor Vehicles Division	3200 Cedar St Bldg 2, Everett, WA 98201
Parks Administration	802 E Mukilteo Blvd bldg 229, Everett, WA 98203
Sewer Utility 4	3200 Cedar St Bldg 3 Everett, WA 98201

Schedule Terms	
NlaaS Subscription Term	84
Price Per Port	\$6.21
Minimum Port Count Usage per month (80% of the 100% total port count, which is 4,449)	3,559
Professional Services *Non Taxable	*36 Payments of \$9,884.11 added to Subscriber's first 36 monthly usage payments.

Extreme Technology & Support Services provided as part of the NlaaS Subscription:

EXT-5859062629

Marketing Part Number	Product	Quantity	Duration (Days)
100G-DACP-QSFP1M	100G Passive DAC QSFP28 1m	15	
10522	25Gb DAC SFP28-SFP28 5m	2	
10061	PWR CORD,NEMA,10A,NEMA 5-15P,C13,ST	180	
10106	PWR CORD,NEMA,10A,C14,C13,ST	1	
XN-ACPWR-920W	920W AC Power Supply	148	
XN-ACPWR-350W-FB	350W AC PSU FB	8	
XN-ACPWR-150W	150W AC Power Supply	2	
98004-5420M-16MW-32P-4YE	EWP Premier NBD AHR 5420M-16MW-32P-4YE	76	2555
98004-5520-24X	EWP PREMIER NBD AHR 5520-24X	2	2555
98004-5320-16P-4XE	EWP Premier NBD AHR 5320-16P-4XE	4	2555
98004-5320-24P-8XE	EWP Premier NBD AHR 5320-24P-8XE	2	2555
98004-4220-12P-4X	EWP Premier NBD AHR 4220-12P-4X	9	2555
98004-7520-48Y-8C-AC-F	EWP Premier NBD AHR 7520-48Y-8C-AC-F	2	2555
98000-7000-PRMR-LIC-P	EWP Premier TAC OS 7000-PRMR-LIC-P	2	2555
98004-5520-24T	EWP PREMIER NBD AHR 5520-24T	2	2555
98004-7520-48Y-8C-AC-F	EWP Premier NBD AHR 7520-48Y-8C-AC-F	4	2555
98004-5420M-48T-4YE	EWP Premier NBD AHR 5420M-48T-4YE	1	2555
98004-AP5010-WW	EWP Premier NBD AHR AP5010-WW	149	2555
5000-PRMR-LIC-P	Premier License for 5000 series switches	5	
7000-PRMR-LIC-P	Premier license for 7000 Series	2	
XIQ-PIL-S-C-EW	XIQ Pilot SaaS, EW SaaS Support	255	2555
XIQ-NAC-S-1K-EW	XIQ NAC SW Sub for 1K devices EW 1Y	3	2555
5420M-16MW-32P-4YE	5420M 16port MR 802.3bt 90w & 32 PoE+	76	
5520-24X	5520 24port Fiber Switch	2	
5320-16P-4XE	5320 16port PoE+ Switch	4	
5320-24P-8XE	5320 24port PoE+ Switch	2	
4220-12P-4X	4220 12 PORT POE+ SWITCH 12P-4X	9	
7520-48Y-8C-AC-F	7520-48Y with two AC PS, six F-B fans	6	
5520-24T	5520 24port Data Switch	2	
5420M-48T-4YE	5420M 48port Data Switch	1	

10301	SR SFP+ module	44	
10302	LR SFP+ module	14	
AP5010-WW	AP5010-WW	149	
98000-5000-PRMR-LIC	EWP PREMIER TAC OS 5000-PRMR-LIC	5	2555

EXT-00002776

Marketing Part Number	Product	Quantity	Duration (Days)
XSW-DC-S-S-EW-5Y	XSDWAN SUB FOR 1GBPS NBD EW 5Y	3	1825
XSW-BR-XS-S-EW-5Y	XSDWAN SUB FOR 250MBPS NBD EW 5Y	14	1825

EXT-R006350162

Product	Part #	Service Product Type	Service Part #	Contract Days
XSDWAN SUB FOR 250MBPS NBD EW REN	XSW-BR-XS-S-EW-R	XSDWAN SUB FOR 250MBPS NBD EW REN	XSW-BR-XS-S-EW-R	730
XSDWAN SUB FOR 1GBPS NBD EW REN	XSW-DC-S-S-EW-R	XSDWAN SUB FOR 1GBPS NBD EW REN	XSW-DC-S-S-EW-R	730

Project title:

An Interlocal Agreement Between the City of Everett, Snohomish County, and Port of Everett for the Maintenance and Operations of Jetty Landing Launch

Council Bill #**Agenda dates requested:**

Briefing

Proposed action

Consent 1/29/2025

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Interlocal Agreement

Routing Sheet

Department(s) involved:

Parks & Facilities

Surface Water

Legal

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: Maintenance and Operations of Jetty Landing Launch**Partner/Supplier:** Snohomish County and Port of Everett**Location:** Jetty Landing Launch, located at 10th Street and West Marine View Drive**Preceding action:** N/A**Fund:** N/A**Fiscal summary statement:**

None

Project summary statement:

The City, Snohomish County, and Port of Everett own, as tenants-in-common with each party holding title to a one-third undivided interest, the property commonly known as the Jetty Landing Launch, located at 10th Street and West Marine View Drive. The City, Snohomish County, and Port of Everett have provided and believe it is important to continue providing recreation and related facilities for use by the general public at the 10th street boat launch. The City, Snohomish County, and Port of Everett acknowledge that making the boat launch available for use by the public requires the City, Snohomish County, and Port of Everett to operate, maintain, and, from time to time, make improvements to the premises.

By this Agreement, the Parties agree to delineate the day-to-day responsibilities and provide a procedure for identifying and completing larger improvements that fall outside the realm of contemplated day-to-day tasks.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign an Interlocal Agreement between the City of Everett, Snohomish County, and Port of Everett for the maintenance and operations of Jetty Landing Launch.

INTERLOCAL AGREEMENT BETWEEN THE PORT OF EVERETT, CITY OF EVERETT, AND SNOHOMISH COUNTY FOR OPERATION AND MAINTENANCE OF JETTY LANDING LAUNCH

This Interlocal Agreement (“**Agreement**”) is made by and between the PORT OF EVERETT, a Washington municipal corporation (“**Port**”), the CITY OF EVERETT, a Washington municipal corporation (“**City**”), and SNOHOMISH COUNTY, a political subdivision of the State of Washington (“**County**”). The Port, the City, and the County are collectively referred to herein as the “**Parties**” or individually as a “**Party**.”

RECITALS

A. The Parties own, as tenants-in-common with each party holding title to a one-third undivided interest, the property commonly known as the Jetty Landing Launch, which is located at 10th Street and West Marine View Drive, Everett, Washington and is legally described in **Exhibit A** (“**Premises**”).

B. The Parties have provided and deem it important to continue providing recreation and related facilities for use by the general public at the Premises. The Parties acknowledge that making the Premises available for use by the general public requires the Parties to operate, maintain, and, from time to time, make improvements to the Premises.

C. By this Agreement, the Parties desire to delineate the day-to-day responsibilities of the Parties and provide a procedure for identifying and completing larger improvements that fall outside of realm of contemplated day-to-day tasks.

D. The Parties are permittees under National Pollutant Discharge Elimination System and State Waste Discharge General Permits issued by the Washington State Department of Ecology (“**Ecology**”). The County is a Phase I Municipal Stormwater Permit permittee. The City is a Western Washington Phase II Municipal Stormwater Permit permittee. The Port is a Western Washington Phase II Municipal Stormwater Permit secondary permittee. The Parties’ permits, along with any successor or replacement permits, are referred to collectively as “the Stormwater Permits.” The Parties intend for the Port to perform those obligations identified in this Agreement and its exhibits that arise under the Stormwater Permits related to the Premises.

TERMS & CONDITIONS

IN CONSIDERATION of the mutual promises and performances provided herein, the Parties hereto for themselves, their assigns and successors in interest, agree as follows:

1. TERM. This Agreement shall commence upon execution by the Parties and filing pursuant to RCW 39.34.040 or once posted on the County’s Interlocal Agreements website and shall remain in effect in perpetuity unless sooner terminated as provided in this Agreement. This Agreement may be terminated for any reason at any time by any of the Parties upon sixty (60) days’ prior written notice by one party to the others.

2. DECISION MAKING. The Port, County, and City shall each appoint one person to serve on a management advisory committee (“**Committee**”) to make recommendations to the Parties regarding the Premises. The Committee shall meet at least quarterly to discuss the operation and

maintenance of the Premises and review proposed Capital Improvements (defined below). The Committee shall make recommendations to the Parties regarding particular improvements or activities to be undertaken with respect to the Premises. The Committee will make recommendations to the Parties, but Committee recommendations do not bind any Party.

3. DUTIES OF THE PARTIES.

3.1 Port's Duties. The Port agrees to perform as follows:

3.1.1 Hold the Premises open for recreational purposes to the general public, with County residents entitled to access and use of the Premises on the same terms as residents of the City.

3.1.2 Charge no fee for entering and utilizing the Premises; provided, however, that the Port may charge reasonable fees for special use of the Premises to help offset operational costs. For example, the Port may charge a reasonable fee for use of the boat ramp and docks. All fees will be set by the Port at its sole discretion.

3.1.3 Perform all activities, tasks, and obligations related to property and facility management identified in Exhibit B.

3.1.4 Perform all activities, tasks, and obligations related to stormwater management identified in Exhibit C.

3.1.5 As required by the Washington State Recreation and Conservation Office ("RCO"), use all revenues the Port collects from use of the Premises for operation, maintenance, renovation, and/or improvements of the Premises.

3.1.6 Provide a statement of revenues and expenses related to the Premises to the City and County annually.

3.1.7 Participate in the review of proposed Capital Improvements (as defined below) and fund the Capital Improvements as set forth in the Parties' separate agreement(s) for Capital Improvements described in Section 5 below.

3.1.8 Cooperate with the Parties and with local, state, and federal governmental agencies in order to maximize the utilization of any grant funds that may be available to maintain or improve the Premises for its use as intended by this Agreement.

3.2 City's Duties. The City agrees to perform as follows:

3.2.1 Participate in the review of proposed Capital Improvements (as defined below) and fund the Capital Improvements as set forth in the Parties' separate agreement(s) for Capital Improvements described in Section 5 below.

3.2.2 Cooperate with the Parties and with local, state, and federal governmental agencies in order to maximize the utilization of any grant funds that may be available to maintain or improve the Premises for its use as intended by this Agreement.

3.3 County's Duties. The County agrees to perform as follows:

3.3.1 Complete mapping of stormwater facilities as modifications or additions are made, or as new information is found related to the stormwater system.

3.3.3 Participate in the review of proposed Capital Improvements (as defined below) and fund the Capital Improvements as set forth in the Parties' separate agreement(s) for Capital Improvements described in Section 5 below.

3.3.4 Cooperate with the Parties and with local, state, and federal governmental agencies in order to maximize the utilization of any grant funds that may be available to maintain or improve the Premises for its use as intended by this Agreement.

4. DAMAGE TO PREMISES. For any damage caused by a third party, the Port will be solely responsible for the costs of repair or replacement and may complete those repairs or replacement without approval by the other Parties. The Port may retain any funds it recovers from a third party for such losses.

5. CAPITAL IMPROVEMENTS. The Port, City, or County may propose an improvement to the Premises with a useful life greater than two (2) years and cost greater than ten thousand dollars (\$10,000) ("**Capital Improvement**"). If the Parties agree to a Capital Improvement, the Parties will enter into a separate agreement detailing the Parties' obligations for the financing, design, construction, ownership, and maintenance of the Capital Improvement.

Any Party may choose to solely finance, design, construct, and maintain a Capital Improvement in its own discretion subject to the other Parties' approval, which approval will not be unreasonably withheld.

6. INDEMNIFICATION.

6.1 Duty to Indemnify. Each Party shall defend, indemnify and hold the other Parties, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees ("**Claim**"), arising out of that Party's negligent acts or omissions in connection with the performance of its obligations and duties under this Agreement, except to the extent the injuries or damages are caused solely by the acts of a Party; provided, that if any such Claim is based on the concurrent negligence of more than one Party, then the indemnifying party's obligation hereunder applies only to the extent of its negligence. It is further specifically and expressly understood that the indemnification provided in this Section 6 constitutes the Parties' waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.

6.2 Notice. Each Party shall give the other Parties proper notice as provided herein of any Claim coming within the purview of these indemnities.

6.3 Survival. The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

7. MISCELLANEOUS

7.1 Notice.

7.1.1 Method. Notices to the Parties required hereunder may be given by mail, overnight delivery, email, or personal delivery. Each Party shall provide the other Parties written notice of the address for providing notice to that Party. Any Party wishing to change its address shall promptly notify the Parties. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by email (with confirmation of transmission), or received by personal delivery.

7.1.2 Notice to the Port. Notices required to be given to the Port shall be directed as follows:

Name, Title:	Jeff Lindhout, Chief of Marina Operations and Marina Administration
Address:	PO Box 538
Address:	
City, State, Zip:	Everett, WA 98206-0538
E-mail:	Jefflin@portofeverett.com

7.1.3 Notice to the City. Notices required to be given to the City shall be directed as follows:

Name, Title:	Bob Leonard, Director of Parks and Facilities
Address:	802 E. Mukilteo Blvd.
Address:	
City, State, Zip:	Everett, WA 98203
E-mail:	bleonard@everettwa.gov

7.1.5 Notice to the County. Notices required to be given to the County shall be directed as follows:

Name, Title:	Sharon Walker, Parks & Recreation Director
Address:	6705 Puget Park Dr.
Address:	
City, State, Zip:	Snohomish, WA 98296
E-mail:	Sharon.walker@snoco.org

7.2 Venue. The venue for any action related to this Agreement shall be in the Superior Court in and for Snohomish County, Washington at Everett, Washington, or if applicable, in Federal District Court, Western District of Washington.

7.3 Amendment. This Agreement may not be amended or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of each of the parties hereto.

7.4 No Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement. In addition to the foregoing, nothing in this Agreement is intended to create a special relationship or other basis for third party liability.

7.5 Execution. This Agreement may be simultaneously executed in several counterparts which may be transmitted by email, each of which shall be an original and all of which shall constitute but one and the same instrument.

7.6 Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the Parties for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of a Party(ies) are needed by a different Party member to respond to a request under the Act, as determined by the responsive Party, the other Party(ies) agree to make them promptly available to the responsive Party. If the other Party(ies) considers any portion of any record provided to the responsive Party under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the other Party(ies) shall clearly identify any specific information that it claims to be confidential or proprietary. If the responsive Party receives a request under the Act to inspect or copy the information so identified by the other Party(ies) and the responsive Party determines that release of the information is required by the Act or otherwise appropriate, the responsive Party’s sole obligation shall be to notify the other Party(ies) (a) of the request and (b) of the date that such information will be released to the requester unless the other Party(ies) obtain a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the other Party(ies) fails to timely obtain a court order enjoining disclosure, the responsive Party will release the requested information on the date specified.

The responsive Party has, and by this section assumes, no obligation on behalf of the other Party(ies) to claim any exemption from disclosure under the Act. The responsive Party shall not be liable to the other Party(ies) for releasing records not clearly identified by the other Party(ies) as confidential or proprietary. The responsive Party shall not be liable to the other Party(ies) for any records that the responsive Party releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

7.7 Interlocal Cooperation Act. The purpose of this Agreement is to provide for the day-to-day responsibilities of the Parties regarding the Jetty Landing Launch and provide a procedure for identifying and completing larger improvements, all as set forth herein. Each of the Parties to this Agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer that Party’s participation in this Agreement. The Parties’ initial Administrators shall be the individuals specified in Section 7.1 above. Any Party may change its Administrator at any time by delivering written notice of the party’s new Administrator to the other parties. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by any Party in connection with the performance of this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has been either filed with the County Auditor or posted on the County’s Interlocal Agreements website.

7.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

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

[Remainder of page intentionally left blank. Signatures follow.]

PORT OF EVERETT:

Executive Director

Date: _____

APPROVED AS TO FORM:

Port District Attorney

CITY OF EVERETT:

Mayor

Date: _____

APPROVED AS TO FORM:

ATTEST:

Office of the City Attorney

Office of the City Clerk

SNOHOMISH COUNTY:

County Executive

Date: _____

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

Exhibit A

JETTY LANDING LAUNCH

PARCEL NUMBERS: 29051800204000 and 29051800200200

AGGREGATE DESCRIPTION FOR LANDS

That portion of the First Class Tidelands lying westerly of Government Lots 1 and 2, Section 18, Township 29 North, Range 5 East W.M., described as follows: Commencing at the intersection of the Monument Line of Grand Avenue with the Monument Line of 14th Street in the City of Everett; thence N89 52'00"W, along the Monument Line of 14th Street produced, for 587.78 feet to an intersection with the westerly margin of the Northern Pacific Railway Company's right-of-way; thence N1 15'00"W, along the westerly margin of the Northern Pacific Railway Company's right-of-way for 1831.53 feet; thence N89 52'00"W, for 732.94 feet to the True Point of Beginning; thence S0 08'00"W, for 350.00 feet; thence N89 52'00"W, for 1393.05 feet to an intersection with the Government Harbor or Pierhead line, thence N3 49'50"E, along said Government Harbor or Pierhead line, for 709.47 feet; thence S89 52'00"E for 1347.26 feet; thence S0 08'00"W, for 358.00 feet to the True Point of Beginning.

TOGETHER WITH an easement for ingress, egress and utilities over, under, across, through and upon that portion of the First Class Tidelands lying westerly of Government Lots 1 and 2, Section 18, Township 29 North, Range 5 East W.M., described as follows: Commencing at the intersection of the Monument Line of Grand Avenue with the Monument Line of 14th Street in the City of Everett; thence N89 52'00"W, along the Monument Line of 14th Street produced, for 587.78 feet to an intersection with the westerly margin of the Northern Pacific Railway Company's right-of-way; thence N1 15'00"W, along the westerly margin of the Northern Pacific Railway Company's right-of-way for 1831.53 feet to the True Point of Beginning of this description; thence N89 52'00"W for 732.94 feet; thence N0 08'00"E for 60.00 feet; thence S83 52'00"E for 647.10 feet to the point of a curve of a curve to the left having a radius of 100.00 feet; thence easterly, along the arc of said curve to the left and consuming a central angle of 56 25'46", an arc distance of 98.49 feet; thence N33 42'14"E for 93.87 feet to the point of curve of a curve of said curve to the right having a radius of 50.00 feet; thence easterly, along the arc of said curve to the right and consuming a central angle of 51 52'53", an arc distance of 45.28 feet to an intersection with the westerly margin of Norton Avenue, said westerly margin begin the arc if a curve having a radius of 6074.65 feet and from which intersection the radius point of the latter said curve bears N85 35'07"E; thence southerly, along the westerly margin of Norton Avenue and the arc of the latter said curve, being a curve to the left, to an intersection with the westerly line of that certain triangular parcel of land containing 16/100 acres more or less, being that parcel of land formerly belonging to the C.B. Lumber & Shingle Company in front of Government Lots 1 and 2, Section 18, Township 29 North, Range 5 East N.M. and conveyed to Jamison Mill Company by deed dated November 4, 1926, and recorded in Volume 232 of Deeds, page 378, records of Snohomish County; thence southwesterly, along the westerly line of said certain triangular parcel of land, to a point which bears S89 52'00"E from the True Point of Beginning; thence N89 52'00"W to the True Point of Beginning.

Exhibit B
Operation and Maintenance Duties

The Port's operation and maintenance obligations are:

- a) Float repair
- b) Lighting and electrical repairs
- c) Parking lot striping, sweeping, and asphalt repairs
- d) Irrigation repairs
- e) Signage repairs
- f) General landscape maintenance
- g) Clean restrooms and dump garbage
- h) Respond to and clean up spills
- i) Report spills as required by law
- j) Ticket machine maintenance and management
- k) Parking maintenance and management
- l) Other maintenance and operation actions valued at Ten Thousand Dollars (\$10,000) or less
- m) Other routine maintenance and operation actions that occur on an annual or more frequent basis

The Port shall perform all activities consistent with law and shall obtain all permits, approvals, and permissions required under federal, state, or local law or regulation for such activities.

Exhibit C

Stormwater Obligations

- 1.0 INTENT: To establish practices and standards in compliance with the Parties' Stormwater Permits, to reduce water quality impacts from operation and maintenance activities at the Premises and ensure stormwater facilities are maintained and functioning as designed.
- 2.0 UPDATES: This document is to be reviewed and updated, as needed, following modifications or reissuance of the Parties' Stormwater Permits.
- 3.0 MAINTENANCE STANDARDS FOR STORMWATER FACILITIES— The Port will utilize the Operation and Maintenance Standards listed in the most current Stormwater Management Manual for Western Washington (SWMMWW) provided by the Washington State Department of Ecology for all inspection and maintenance actions, with the addition noted below:
 - A. Tide gates operation and maintenance standards shall be according to those provided Tideflex maintenance standards and utilizing the attached inspection sheet (Attachment C.1.a.) or a form substantially similar.
- 4.0 INSPECTION AND MAINTENANCE OF STORMWATER TREATMENT/FLOW CONTROL FACILITIES
[Condition S5.C.10 (Phase I Permit), Condition S5.C.9 (Phase II Permit)]

The Port will use the approved Maintenance Standards to conduct inspections of all stormwater treatment and flow control BMPs/facilities located at the Premises annually and following any 24-hour storm event with a 10-year or longer recurrence interval. When an inspection identifies an exceedance of the maintenance standard, maintenance shall be performed within 1 year for typical maintenance of facilities, except catch basins, and within 2 years for maintenance that requires capital construction of less than \$25,000. Inspection reports will be provided to the City and County within fifteen days of inspection and the Parties will meet to discuss any findings that cannot be addressed by the Port within 6 months of the inspection to determine appropriate action.
- 5.0 INSPECTION AND MAINTENANCE OF CATCH BASINS
[Condition S5.C.10.d (Phase I Permit), Condition S5.C.9.c.iii (Phase II Permit)]

The Port will use the approved Maintenance Standards to conduct inspections of all catch basins located at the Premises annually. When an inspection identifies an exceedance of the maintenance standard, maintenance shall be performed within 6 months. Inspection reports will be provided to the City and County within fifteen days of inspection and the Parties will meet to discuss any findings that cannot be addressed by the Port within 6 months of the inspection to determine appropriate action.

6.0 PRACTICES TO REDUCE STORMWATER IMPACTS

[Condition S5.C.10.e. and S5.C.10.f. (Phase I Permit), Condition S5.C.9.d and S5.C.9.e (Phase II Permit)]

The Port will utilize applicable source control BMPs found in the SWMMWW to reduce the stormwater impacts associated with runoff from parking lots, roads and associated maintenance activities outlined below:

- Pipe cleaning
- Cleaning of culverts that convey stormwater in ditch systems
- Ditch maintenance
- Street cleaning
- Road repair and resurfacing, including pavement grinding
- Snow and ice control
- Utility installation
- Maintaining roadside areas, including vegetation management
- Dust control
- Pavement striping maintenance
- Application of fertilizers, pesticides, and herbicides according to the instructions for their use, including reducing nutrients and pesticides – using alternatives that minimize environmental impacts.
- Sediment and erosion control
- Landscape maintenance and vegetation disposal
- Trash and pet waste management
- Building exterior cleaning and maintenance
- Preparing for building renovation or demolition

Specifically, the Port shall employ these practices to minimize, reduce, eliminate or otherwise manage pollutants discharged from specific activities:

6.1 Application of Fertilizers and Pesticides

- a) All efforts will be made to minimize the use of fertilizers and pesticides on the Premises. When application is required, however, the following practices shall be followed.
- b) The Port will ensure at least one staff member present during pesticide or herbicide application is properly licensed.
- c) Applicators shall follow label instructions and any applicable local ordinances.
- d) Pesticide products are to be purchased at the time of use and only in quantities needed for the particular application.
- e) Chemicals are to be stored in accordance with manufacture's recommendations.
- f) Applicators shall follow an Integrated Vegetation Management approach (IVM).

6.2 Sediment and Erosion Control

- a) Applicable City Public Works Permits and/or Construction Stormwater General Permit coverage shall be obtained for all construction projects that meet the permit's requirements for coverage.

- b) Sediment released during maintenance activities shall be contained such that it does not enter any surface waters.
- c) If maintenance activities are expected to generate significant quantities of sediment, or if the activities have the potential to generate runoff which could enter surface waters, an erosion control plan shall be developed for the activity.
- d) The Stormwater Pollution Prevention Plan (SWPPP) required under any Construction Stormwater General Permit coverage shall be prepared and provided to the Parties.

6.3 Landscape Maintenance and Vegetation Disposal

- a) To the extent possible, grass clippings and tree/shrub prunings will be left scattered on site to decompose naturally. When necessary, large amounts of material may be removed and taken to a contained dump site for composting or burning. Leachate from any pile consisting of grass clippings or tree/shrub prunings shall not enter any surface waters.
- b) Fuel for off-road equipment (mowers, weed cutters etc.) will be stored according to the requirements in the SWMMWW.
- c) Vehicles used for landscape maintenance will contain spill kits. Staff using these vehicles shall be directed in the proper use of the kits. Kits shall be inspected bi-annually. Contents of kits shall be replaced as needed following the event of a spill or upon determining additional or alternate items are warranted.

6.4 Building Exterior Cleaning, Maintenance and Renovation or Demolition

- a) For buildings built or renovated between 1950 – 1980, prior to any cleaning, the structure shall be tested for PCBs and, if present, wash water will not be allowed to be discharged to the MS4. Additionally, cleaning agents shall not be allowed to enter surface waters or the stormwater system on the Premises.
- b) Should any buildings be planned for renovation or demolition, practices must be in place to prevent PCBs from entering the MS4 during renovation or demolition.

6.5 Chemical Handling

- a) Painting products/solvents are to be stored in appropriately marked containers in an inflammable liquid storage cabinet designed for containment.
- b) Used oil and antifreeze is to be recycled /or disposed by an appropriately licensed commercial waste hauler.

6.6 Street Sweeping

- a) Implement a street sweeping program targeting high priority areas and times. High priority areas are as defined in S5.C10.f.i of the Phase I Permit and S5.C.9.e of the Phase II Permit.
- b) Sweep at least once a year between July and September and at least three additional times a year.
- c) Maintain records of sweeping and provide to County and City with other maintenance documentation.

6.7. Additional BMPs.

Where existing BMPs are not already provided in the SWMMWW, the following practices will be followed:

- Storm pipe cleaning – Storm pipe cleaning practices will follow the standard for culverts located in a ditch system with inspection for scour and sedimentation to be completed on a regular basis. In addition, pipes are to be cleaned, as needed, and repairs made to the pipe system and inlets and outlets. Practices outlined in [WSDOT's Best Management Practices Field Guide for ESA Habitat Protection](#) (#2 and #3) (incorporated by reference) will be followed.
- Road repair and resurfacing, including pavement grinding – Practices outlined in [WSDOT's Best Management Practices Field Guide for ESA Habitat Protection](#) (#1) will be followed.
- Pavement striping maintenance - Practices outlined in [WSDOT's Best Management Practices Field Guide for ESA Habitat Protection](#) (#1) will be followed.
- Trash and pet waste management – The Port will conduct regular inspections for trash and pet waste and remove such to an appropriate waste receptacle.

7.0 SPILL RESPONSE AND REPORTING REQUIREMENTS

7.1 Spill Response Plan — A Spill Response Plan shall be prepared by the Port and approved by the City and County. A copy of the plan shall be available on the Premises and accessible by all Port staff.

7.2 Spill Containment and Cleanup Kits – Spill containment and cleanup kits shall be placed in a central location at or near the Premises.

8.0 ILLICIT DISCHARGE DETECTION AND ELIMINATION

[Condition S5.C.9.d. (Phase I Permit), Conditions S5.C.5. (Phase II Permit)]

The Port shall implement the requirements of Condition S5.C.9.d of the Phase I Stormwater Permit and Conditions S5.C.5. of the Phase II Stormwater Permit. Notify County and City staff of an IDDE discovered (that is not a G3) within 7 days and provide documented corrective actions within 21 days.

9.0 TRAINING PROGRAM

[Conditions Phase I Permit S5.C.8.e (Source Control), S5.C.9.e (IDDE) and S5.C.10.h (Operation and Maintenance); Phase II Permit S5.C.9.e (Source Control), S5.C.5.f (IDDE) and S5.C.9.g (Operation and Maintenance)]

Annually, the Port shall train staff responsible for operations or maintenance of the stormwater systems, source control, and illicit discharge detection and elimination on the Premises. Follow-up training will be provided on an as needed basis to address changes in procedure, techniques or staffing.

10.0 RECORDS

The Port shall maintain records for all activities, tasks, and obligations performed by the

Port under this Exhibit C and will make those records available to the City and County on January 15 of each year in a format agreeable to the Parties.

11.0 NOTIFICATIONS

The Port shall comply with the Stormwater Permits' reporting obligations as follows:

Condition G20 – NON-COMPLIANCE NOTIFICATION.

As applicable, the Port shall make the notification required under Condition G20 of the Stormwater Permits, subject to the following conditions. As soon as the Port becomes aware that the Port's stormwater management on the Premises will not comply with or has failed to comply with the terms and conditions of this agreement related to stormwater, the Port shall immediately notify the County and the City and convene the Parties to discuss the issue and verify the actions to be taken, including any required notification to Ecology. Joint notification or notification by one Party on behalf of another Party or Parties may occur only with the agreement of the relevant Parties. Any Party may, in its own judgment, determine whether non-compliance under its Stormwater Permit has or will occur and act on its own behalf as it deems appropriate under its own Stormwater Permit. The Port shall have no obligation to make any notification to Ecology regarding Stormwater Permit non-compliance without the consent of the Party whose Stormwater Permit is implicated by the discharge. Time is of the essence for the Port to identify potential failures under this agreement related to stormwater and to convene the Parties to discuss the issue because notification to Ecology, in certain circumstances must occur in writing within 30 days of the Permittee becoming aware that the event has occurred.

Condition G3 – NOTIFICATION OF DISCHARGE, INCLUDING SPILLS.

As soon as the Port has knowledge of a discharge, including spill(s), into or from the stormwater system on the Premises that could constitute a threat to human health, welfare, or the environment, the Port shall take the actions required by Condition G3. The Port shall also notify the County and City when notifications are made under Condition G3.B, C, or D at the time they occur.

Condition S4.F – PROHIBITED DISCHARGE NOTIFICATION.

The Port shall make the notification required by Condition S4.F.1, as applicable, subject to the following limitations. As soon as the Port becomes aware, based on credible site-specific information, that a discharge requiring notification under Condition S4.F.1 has occurred, the Port shall immediately notify the County and the City and convene the Parties to discuss the issue and verify the actions to be taken, including notification to Ecology. Joint notification of Ecology or such notification by one Party on behalf of another Party or Parties may occur only with the agreement of the relevant Parties. The Port shall have no obligation to make any notification to Ecology without the consent of the Party whose Stormwater Permit is implicated by the discharge. Any Party may, in its own judgment, determine whether the standard for S4.F notification under its own Stormwater Permit has occurred and act on its own behalf as it deems appropriate under its Stormwater Permit. Time is of the essence for the Port to identify potential S4.F water quality issues and convene the Parties to discuss the issue because notification to Ecology must occur in writing within 30 days of the Permittee becoming aware of the discharge.

If Ecology requires an adaptive management response under Special Condition S4.F.2 and S4.F.3 of the Stormwater Permits, the Parties will work together to develop the required adaptive management response.

12.0 FAILURE TO PERFORM

Except where otherwise specified in this agreement, the Port shall notify the County and the City within 5 business days of any failure to perform any of the above-described activities, tasks, or obligations so the County and the City can determine what steps to take to maintain compliance with their respective Stormwater Permits. The Port shall provide maintenance and inspection reports, IDDE reports, and any spill notification documentation to the County and City by October 15th annually.

13.0 The Port shall perform all activities consistent with law and shall obtain all permits, approvals and permissions required under federal, state or local law or regulation for such activities.



STORM DRAINAGE BACKFLOW VALVES & FLAPPER GATES (SMITH ISLAND) SERVICE & INSPECTION CHECKLIST

Date: _____ Inspected By: _____ Asset #/Facility Name: _____

Address: _____ Thomas Page, Letter, Number: _____

Time Arrived on Site: _____ Time Left Site: _____

Type of Inspection: ☐ Low-tide ☐ High-tide

General Observations:

☐ Yes ☐ No Is water flowing? ☐ Yes ☐ No Standing water? Depth: _____ Comments: _____

☐ Yes ☐ No Evidence of obstructions or erosion in vicinity of valves or gates that could affect performance?

Valve/Gate Conditions:

☐ Yes ☐ No Does the gate show signs of settling, cracking, or other problems?

☐ Yes ☐ No Is there evidence of beaver activity?

☐ Removed today

☐ Will generate service request

☐ Yes ☐ No Is there accumulation of trash, debris, and/or litter to be removed?

☐ Removed today

☐ Will generate service request

☐ Yes ☐ No Is there accumulation of sediment?

☐ Removed today

☐ Will schedule removal

☐ Yes ☐ No Is sediment accumulation heavy?

☐ Yes ☐ No Any signs of vandalism or other activity that could affect performance of the valve/gate? Comments: _____

Structural Components:

☐ Yes ☐ No Are the pipes/inlets going into or out of the valve clogged or obstructed? Comments: _____

☐ Yes ☐ No Does the frame and foundation show signs of deterioration, cracking, or other problems?

☐ Repaired today

☐ Will generate service request

☐ Yes ☐ No Does the bar rack grating show signs of deterioration or damage?

☐ Repaired today

☐ Will generate service request

☐ Yes ☐ No Does the flapper valve seat properly during high tide so not reverse flow exists? Comments: _____

☐ Yes ☐ No Is the orifice and/or bar rack obstructed? Comments: _____

☐ Yes ☐ No Is the valve/gate in need of repair? Comments: _____

☐ Will generate repair service request

☐ Yes ☐ No Is the valve/gate obstructed? Comments: _____

☐ Yes ☐ No Are there loose objects or debris in the vicinity which could become clogged in the valve/gate?

☐ Removed today

☐ Will generate service request

☐ Yes ☐ No Is there accumulation of trash, debris, and/or litter to be removed?

Amount of debris removed: ☐ Light ☐ Medium ☐ Heavy ☐ Removed today

☐ Will generate service request

☐ Yes ☐ No Do any safety features, i.e., gates and fences need repair or replacement?

☐ Will generate service request

☐ Yes ☐ No Is the access road in need of repair?

☐ Will generate service request

Signature _____

Total number of service requests generated: _____

Exhibit D
Example Capital Projects

The following are examples of Capital Improvements that could be considered by the Parties:

- a) Dredging
- b) New float replacement
- c) New lighting
- d) New dock for the Jetty
- e) New fishing ramp, pier and float
- f) New launch lane for smaller non-powered vessels such as paddleboards and kayaks
- g) New entrance to comply with standards
- h) New significant landscaping projects beyond normal maintenance
- i) New buildings or structures
- j) Development of a multi-use area for festivals and over flow parking
- k) Stormwater retrofit and treatment projects.



City Council Agenda Item Cover Sheet

Project title: 2025 Human Needs Funding Resolution

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 01/29/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

x Yes No

PowerPoint presentation:

Yes X No

Attachments:

2025 Human Needs Fund
Resolution

Department(s) involved:

Community Development

Contact person:

Julie Willie
Kembra Landry

Phone number:

425-257-7155

Email:

klandry@everettwa.gov

Initialed by:

JW

Department head

Administration

Council President

Project: 2025 Human Needs Fund Resolution

Partner/Supplier: N/A

Location: N/A

Preceding action: Community Development Advisory Committee Public Hearing 12/10/24

Fund: 009 Human Needs

Fiscal summary statement:

Annually, City Council has budgeted funds towards agencies and programs that provide human services and benefit community members in need. For 2025, \$300,000 has been made available from the City's General Fund. Following similar action in prior years, \$46,230.99 of residual funds from 2024 Human Needs awards will be carried forward for 2025.

A total of \$346,230.99 has been made available for award allocations.

Project summary statement:

Managed by the City's Community Development Division, Human Needs Funds are general fund dollars that directly support the city's most vulnerable residents through grant awards to community partners. Human Needs funds run consistent with the City's fiscal year, January to December.

Award recommendations for funding proposals are established annually through a public hearing held by the Community Development Advisory Committee and enacted through City Council action in the form of a Resolution.

Funding recommendations for 2025 awards are presented as continuations of 2024 Human Needs awards and will stay consistent with City Council adopted priority needs for Human Needs funds under [Resolution 7931](#).

Recommendation (exact action requested of Council):

Adopt a Resolution and authorize Mayor to award and execute agreements for 2025 Human Needs fund allocations.



RESOLUTION NO. _____

A **RESOLUTION** for Expenditure of 2025 Human Needs Grant Funding

WHEREAS, the City allocates funding each year to be used for human needs programs; and,

WHEREAS, \$300,000 is included in the 2025 budget for this purpose; and,

WHEREAS, any remaining unused funding from prior program year awards will be carried forward to increase 2025 Program Year award allocations; and,

WHEREAS, there exists in the community a call for funds to supplement human needs programs; and,

WHEREAS, 2024 Human Needs priorities established by the City Council have been identified for continuation for 2025 Human Needs awards; and,

WHEREAS, on December 10, 2025, the Community Development Advisory Committee convened to review and support 2025 Program Year award allocation recommendations to City Council for allocation of these funds; and,

WHEREAS, following action of the Community Development Advisory Committee, the following recommendations for the programs listed in Exhibit A are provided to the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE EVERETT CITY COUNCIL that the Mayor or designee is authorized to execute a contract with each of the listed agencies for the programs and amount specified in Exhibit A.

BE IT FURTHER RESOLVED, that the Everett City Council authorizes payment of invoices for expenses incurred for the above purposes, not to exceed the individual amount for each agency, between January 1, 2025 and December 31, 2025.

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2025.

Council President

EXHIBIT A

2025 PROGRAM YEAR REVENUE SOURCE	AMOUNT
HUMAN NEEDS GENERAL FUNDS	\$300,000.00
PRIOR PROGRAM YEAR REALLOCATED FUNDS	\$46,230.99
TOTAL	\$346,230.99
AGENCY (LISTED BY PRIORITY GROUP)	AWARD
HOUSING CHOICES FOR ALL	
Salvation Army: Rental Assistance	\$10,000.00
BEHAVIORAL HEALTH	
ChildStrive: Outreach Mental Health Counseling at the Village on Casino Road	\$25,000.00
Compass Health: Compass Health and Cocoon House Partnership	\$22,500.00
Connect Casino Road: Behavioral Health Support	\$25,000.00
Everett Recovery Cafe: Peer Support Recovery Program	\$20,000.00
PROSPEROUS CITY	
Schack Art Center: Free Art Programs at Madrona Square	\$11,682.00
OTHER PUBLIC SERVICES	
Housing Hope: Family and Recovery Support	\$30,000.00
Hope Works: Childcare Subsidies	\$10,000.00
Marshallese Association of Puget Sound: Client Support Services	\$11,030.00
CITY PARTNERED SERVICES	
Bridgeways: Everett MAP Court Program	\$53,342.00
Homage: Community Table Dining at Carl Gipson	\$22,500.00
Volunteers of America: Everett Hot Meals Coalition	\$78,082.00
Safe Streets Flex Funds: Client Basic Needs	\$27,094.99
TOTAL AWARD ALLOCATIONS	\$346,230.99

Project title: Adopt Resolution and Authorize Mayor to Apply for Grant Funding and Execute All Necessary Documents with Respect to the 2024 Washington State Recreation and Conservation Office Boating Facilities Program Grant for Langus Riverfront Boat Launch

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 01/29/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Project Resolutions

Department(s) involved:

Parks and Facilities
Administration

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: 2024 Washington State Recreation and Conservation Boating Facilities Program Grant

Partner/Supplier: Washington State Recreation and Conservation Office

Location: Langus Riverfront Boat Launch – 400 Smith Island Road, Everett

Preceding action: None

Fund: CIP-3 matching fund for grant

Fiscal summary statement:

The Parks and Facilities department will be seeking a grant in the amount of \$750,000 from the Washington State Recreation and Conservation Office. There is a 25% match for this grant (\$250,000) which will come from the CIP-3 capital project fund.

Project summary statement:

The City of Everett will use this grant to renovate the boat launch at Langus Riverfront Park. Located on the east bank of the Snohomish River, this facility has two boarding floating docks measuring 110-ft-long and 160-ft-long with a 35-ft-wide concrete ramp between them allowing for multiple boats to utilize the launch at the same time.

The proposed improvements include replacing the boarding floats, the old timber piles with new steel pilings, and replacing the failing debris deflectors with new HDPE camels, which will directly benefit boaters while supporting conservation efforts in the region.

Recommendation (exact action requested of Council):

Adopt a Resolution in the form provided and authorize Mayor to apply for grant funding and execute all necessary documents with respect to the 2024 Washington State Recreation and Conservation Office Boating Facilities Program Grant for Langus Riverfront Boat Launch grant cycle.

RESOLUTION NO. _____



A Resolution Regarding the Community Outdoor Athletic Facility Grant, Applicant Authorization, and Electronic Signature

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory and Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2024.

Council President

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 1/29/2025
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
Legal

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 construct, erect, reconstruct, alter, improve, repair, operate, and maintain underground electric distribution lines and facilities, Grantee-owned wires and cables, and other necessary or

convenient appurtenances, across, 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, 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.

***This easement description may be superseded at a later date with a surveyed description provided at no cost to the Grantee.**

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, and other appurtenances thereto. The Owner shall not construct or permit to be constructed any structures in the Easement Area without prior approval of the Grantee. ***The existing monument within the easement area does not present a hazard to Grantee's lines and facilities and has been approved.**

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

5. Trimming or Removal of Hazardous/Danger Trees. Grantee has the right at all times to cut, slash, or trim and remove brush, timber or trees from the Easement Area which in the opinion of Grantee constitute a hazard to Grantee's said lines and facilities, 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 _____



City Council Agenda Item Cover Sheet

Project title:

An Ordinance Amending Ordinance No. 3908-22 entitled "Fire Training Center Project", Fund 342, Program 036, to Accumulate Design Costs for the Project

Council Bill #

CB 2501-01

Agenda dates requested:**Briefing**

Proposed Action 1/22/2025

Proposed Action 1/29/2025

Consent

Action 2/5/2025

Ordinance ☒

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Funding Ordinance

Department(s) involved:

Fire
Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

BLeonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Fire Training Center

Partner/Supplier: Rice Fergus Miller, Inc.

Location: 2100 W Marine View Drive

Preceding action: [Ordinance 3908-22](#)

Fund: Fund 342, Program 036 and EMS Fund 153

Fiscal summary statement:

On November 16th, 2022, City Council adopted a funding Ordinance to partially fund the design of the proposed Fire Training Center Project in the amount of \$400,000. This proposed Ordinance will provide an additional \$200,000 for the design of the Fire Training Center Project. The source of the funds for continued design is from EMS Fund 153. The additional funds will cover design cost to provide permit documents. Funds will be appropriated to Fund 342 Program 036.

The City applied for a grant opportunity through the Washington State Department of Commerce (DOC) and Defense Community Infrastructure Program (DCIP) to fund design and construction. The DCIP grant requires permit/construction ready plans/specifications which this ordinance will fund. Application submission for the grant will occur in June 2025.

Project summary statement:

The City of Everett intends to build a firefighting training facility which would support the training of firefighters who would respond to Naval Station Everett in the event of a structural or shipboard fire. The proposed location is 1.8 acres of property already owned by the City and is adjacent to Naval Station Everett.

The scope of service includes schematic, architectural, and engineering designs, permitting, construction documents, and construction management for an approximately 78,400 SF site. The proposed firefighting training center will consist of a multi-story burn structure prop with features of both structural and shipboard firefighting challenges, including a propane-fueled live-fire simulator, classroom facility, locker rooms for men and women, and vehicle storage facility with restrooms.

The funding ordinance is for continued design and permit document services. Staff will return to council at a future date to amend the ordinance to fund the remainder of the design when awarded the grants from Washington State DOC and DCIP.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending Ordinance 3908-22 entitled "Fire Training Center Project", fund 342, program 036, to accumulate design costs for the project.



ORDINANCE NO. _____

An Ordinance Amending Ordinance 3908-22 entitled “Fire Training Center Project”, fund 342, program 036, to accumulate design costs for the project.

WHEREAS,

- A.** The City Council recognizes the need to have adequately trained Fire department personnel.
- B.** The City Council recognizes the need for firefighting response for both structural and naval vessels.
- C.** The City Council recognizes the need for a suitable training facility to improve coordination for firefighting response at Naval Station Everett.
- D.** The City Council adopted Resolution No. 7817, which identified the Fire Training Center project as an approved use of COVID Relief Program funds.
- E.** The City Council recognizes Ordinance 3908-22, was established as Fund 342, Program 036 entitled “Fire Training Center Project” to accumulate the initial design work for the project.
- F.** The City Council recognizes the need for additional funding to continue the design.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 4 of Ordinance No. 3908-22 which reads as follows:

The sum of \$400,000.00 is hereby appropriated to Fund 342, Program 036, “Fire Training Center Project” as follows:

A. Use of Funds		
	<u>Initial Design</u>	<u>\$400,000.00</u>
	Total	\$400,000.00
B. Source of Funds		
	<u>Fund 155 – ARPA (ALN 21.027; FAIN SLFRP0494)</u>	<u>\$400,000.00</u>
	Total	\$400,000.00

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

The sum of \$600,000.00 is hereby appropriated to Fund 342, Program 036, “Fire Training Center Project” as follows:

A. Use of Funds

Initial Design	\$400,000
<u>Additional Design</u>	<u>\$200,000</u>
Total	\$600,000

B. Source of Funds

Fund 155 – COVID Relief Program	\$400,000
Fund 153 – EMS	<u>\$200,000</u>
Total	\$600,000

- C. The appropriation shall not lapse, but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of re-appropriation.

Section 5. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 6. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 7. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.



Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance Closing a Special Improvement Project Entitled “Lowell Riverfront Park Renovation”, Fund 354, Program 080, as Established by Ordinance No. 3899-22.

Council Bill #

CB 2501-02

Agenda dates requested:

Briefing

Proposed action 1/22/2025

Proposed action 1/29/2025

Consent

Action 2/05/2025

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Closing Ordinance

Department(s) involved:

Parks & Facilities

Administration

Contact person:

Bob Leonard

Phone number:

(425) 257-8335

Email:

BLeonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: Lowell Riverfront Park Renovation**Partner/Supplier:** City of Everett, Public Works Department**Location:** 3505 Lowell Snohomish River Road, Everett, WA**Preceding action:** [Funding Ordinance 3899-22](#)**Fund:** Fund 354, Program 080**Fiscal summary statement:**

The source of funds for the Lowell Riverfront Park Renovation was Capital Improvement Program 3 (CIP-3) in the amount of \$250,000. The project was completed at a total cost of \$209,866. All expenses for the project have been paid. The remaining balance of \$40,134 will be transferred to CIP-3.

Project summary statement:

This project made enhancements to the existing asphalt trail, removed encroaching tree roots, leveled picnic areas, and installed 6 benches. Understory vegetation alongside the trail was enhanced with native plantings. Root barrier was installed alongside sections of the trail to prevent future root invasion.

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

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled “Lowell Riverfront Park Renovation”, Fund 354, Program 080, as established by Ordinance No. 3899-22.

ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Lowell Riverfront Park Renovation”, Fund 354, Program 080, as established by Ordinance No. 3899-22.

WHEREAS,

- A.** The Parks special improvement project “Lowell Riverfront Park Renovation”, Fund 354, Program 080, was established to accumulate all costs for the improvement project.
- B.** The purpose of the special improvement project has been accomplished.
- C.** There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the special improvement project fund 354, program 080 “Lowell Riverfront Park Renovation”, to be closed.

Section 2. That the final revenues and expenses for the “Lowell Riverfront Park Renovation”, Fund 354, Program 080, are as follows:

REVENUES

Fund 354 – CIP 3	<u>\$250,000</u>
Total	\$250,000

EXPENSES

Construction	\$209,866
Transfer out – to CIP 3	<u>\$ 40,134</u>
Total	\$250,000

Section 3. That the remaining balance of \$40,134 be transferred to CIP 3.

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title:

An Ordinance Amending Ordinance 3952-23 Entitled "Parks Restrooms Renovation Project", Fund 354, Program 088, to Accumulate all Costs for the project

Council Bill #

CB 2501-03

Agenda dates requested:

Proposed Action 1/22/2025

Proposed Action 1/29/2025

Consent

Action 2/5/2025

Ordinance ☒

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Funding Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Project: Parks Restrooms Renovations

Partner/Supplier: TBD

Location: Thornton A. Sullivan Park, Legion Park, and Forest Park.

Preceding action: [Ordinance 3952-23](#)

Fund: Fund 354, Program 088 (CIP-3)

Fiscal summary statement:

On May 3, 2023 City Council adopted a funding Ordinance to fund the design of the proposed Parks Restroom Renovations Project in the amount of \$240,000. This proposed Ordinance will provide an additional \$990,000 which includes all costs related to the renovation/construction costs for the three restrooms. The source of funds for this project is CIP-3.

Project summary statement:

The Parks department will renovate three existing Park's restrooms located at Thornton A. Sullivan Park, Legion Park, and Forest Park. This project will upgrade the restrooms to be ADA compliant and will renovate existing facilities to include family-style restrooms in the parks.

The anticipated start of construction is spring of 2025.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending Ordinance 3952-23 Entitled "Parks Restrooms Renovation Project", Fund 354, Program 088, to accumulate all costs for the project.

Initialed by:

RML

Department head

Administration

Council President



ORDINANCE NO. _____

An Ordinance amending Ordinance no. 3952-23 Entitled “Parks Restrooms Renovation Project”, Fund 354, Program 088, to accumulate all costs for the project

WHEREAS,

- A.** The City Council recognizes the need to maintain City Park facilities.
- B.** The City is committed to the renovation of the restrooms at Thornton A. Sullivan Park, Legion Park, and Forest Park which require repairs and upgrades.
- C.** The City understands the importance and significance to upgrade the restrooms to be ADA compliant and build additional family-style restrooms in the parks.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1: Section 4 of ordinance no. 3952-23 which reads as follows:

The sum of \$240,000 is hereby appropriated to Fund 354 Program 088, Multiple Restroom Renovation Project Fund.

A.	Use of Funds	
	Design	<u>\$240,000.00</u>
	Total	\$240,000.00

B.	Source of Funds	
	CIP-3	<u>\$240,000.00</u>
	Total	\$240,000.00

- C.** The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of re-appropriation.

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

The sum of \$1,230,000 is hereby appropriated to Fund 354, Program 088, "Parks Restrooms Renovation Project" as follows:

- | | |
|-----------------|-------------------|
| A. Use of Funds | |
| Design | \$ 240,000 |
| Construction | <u>\$ 990,000</u> |
| Total | \$1,230,000 |
-
- | | |
|--------------------|--------------------|
| B. Source of Funds | |
| CIP-3 | <u>\$1,230,000</u> |
| Total | \$1,230,000 |
- C. The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of re-appropriation.

Section 5. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 6. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 7. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance creating a special improvement project entitled “Port Gardner Storage Facility” Fund 336, Program 024, and repealing Ordinance No. 3816-21.

Council Bill #

CB 2501-04

Agenda dates requested:

Briefing 1/22/25
Proposed action 1/29/25
Consent
Action 2/5/25
Ordinance X
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Jeff Marrs

Phone number:

425-257-8967

Email:

jmarrs@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance

Project: Port Gardner Storage Facility

Partner/Supplier: WA State Department of Ecology

Location: W. Marine View Drive

Preceding action: [Ordinance No. 3816-21, approved on 8/18/21](#)

Fund: Fund 336 – Water and Sewer System Improvements Fund

Fiscal summary statement:

Ordinance 3816-21 authorized an appropriation of \$39,600,000 for the design phase (including selective demolition of existing structures) of the project.

Construction funding is now needed, and additional funding in the amount of \$111,200,000 will be required. This new ordinance is necessary to program the additional funds needed for the construction phase of the project.

This Ordinance will repeal Ordinance 3816-21, and authorizes the following appropriations to be programmed:

Design Phase (previously programmed)	\$ 39,600,000
Construction Phase (newly programmed)	<u>\$111,200,000</u>
Total Project Costs	\$150,800,000

The total programmed available funding for design and construction of the project increased by \$111,200,000 and is now \$150,800,000.

The funding sources for this project will be as follows:

WA State Department of Ecology Grant	\$ 3,765,955
Fund 401 - Water and Sewer Utility	<u>\$147,034,045</u>
Total source of funds	\$150,800,000

The department is actively pursuing additional grants. If awarded, this will reduce the local contributions to the project.

Project summary statement:

The former Kimberley-Clark Wastewater Treatment Plant is being re-purposed to serve as the City’s future Port Gardner Storage Facility (PGSF) to meet the requirements of Ecology Agreed Order No. 11638, and bring Puget Sound Outfalls 4 through 7 into regulatory compliance by December 31, 2027.

The PGSF site improvements are being implemented in two phases; demolition and storage facility construction. Design and demolition are complete, and facility construction is underway.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Port Gardner Storage Facility” Fund 336, Program 024, and repealing Ordinance No. 3816-21.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Port Gardner Storage Facility” Fund 336, Program 024, and repealing Ordinance No. 3816-21.

WHEREAS,

- A.** The City of Everett is committed to a planned sewer system infrastructure maintenance improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to design and construct new facilities to comply with emerging regulations.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 024, entitled “Port Gardner Storage Facility” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project. Ordinance No. 3816-21 is hereby repealed.

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

Section 3. The sum of \$150,800,000 is hereby appropriated to Fund 336, Program 024, “Port Gardner Storage Facility” as follows:

A. Estimated Project Design and Construction Costs	\$ 150,800,000
B. Source of Funds	
WA State Department of Ecology Grant	\$ 3,765,955
Fund 401 – Water/Sewer Utility Fund	<u>\$ 147,034,045</u>
Total Funds	\$ 150,800,000

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors,

references, ordinance numbering, section/subsection numbers, and any internal references.

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance Closing a Special Improvement Project Entitled, Wiggums Hollow Playground Replacement, Fund 354, Program 081, as Established by Ordinance No. 3951-23

Council Bill #

CB 2501-05

Agenda dates requested:

Briefing

Proposed action 1/22/2025

Proposed action 1/29/2025

Consent

Action 2/5/2025

Ordinance ☒

Public hearing

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

Closing Ordinance

Department(s) involved:

Parks & Facilities

Administration

Contact person:

Bob Leonard

Phone number:

(425) 257-8335

Email:

BLeonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: Wiggums Hollow Playground Replacement**Partner/Supplier:** King County Director's Association (KCDA)**Location:** 2810 10th Street Everett, WA**Preceding action:** [Ordinance 3951-23](#)**Fund:** Fund 354, Program 081 (CIP 3)**Fiscal summary statement:**

The source of funds for the Wiggums Hollow Playground Replacement Project was Capital Improvement Program 3 (CIP-3) in the amount of \$718,000. The project was completed at a total cost of \$681,419. All expenses for the project have been paid. The remaining balance of \$36,581 will be transferred back to CIP-3.

Project summary statement:

The current playground was added as a vital park amenity in 2002 and has since become one of the most used and beloved playgrounds in the Delta Neighborhood.

This replacement and renovation project accomplished several goals by providing updated playground equipment for pre-school and school-age children that meet or exceed current industry standard, fulfilling our standard of providing accessible and inclusive recreational facilities for users of all abilities complying with ADA standards, and providing new synthetic turf playground surface with fall attenuating substrate.

All work was completed on time and within budget and to the full satisfaction of the Parks and Facilities Department.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled, Wiggums Hollow Playground Replacement, Fund 354, Program 081, as established by Ordinance No. 3951-23.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Wiggums Hollow Playground Replacement”, Fund 354, Program 081, as established by Ordinance No. 3951-23

WHEREAS,

- A.** The Wiggums Hollow Playground Replacement, Fund 354, Program 081 was established to provide the design and construction cost for the improvements at Wiggums Hollow Playground.
- B.** The purpose of the fund has been accomplished.
- C.** There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the special improvement project fund, Fund 354, Program 081 “Wiggums Hollow Playground Replacement”, to be closed.

Section 2. That the final revenues and expenses for “Wiggums Hollow Playground Replacement” Fund 354, Program 081 are as follows.

REVENUES

CIP 3	<u>\$718,000</u>
Total	\$718,000

EXPENSES

Construction	\$681,419
Transfer out - to CIP 3	<u>\$ 36,581</u>
Total	\$718,000

Section 3. That the remaining balance of \$36,581 be transferred to CIP 3.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance creating a special improvement project entitled “Water Pollution Control Facility Combined Conveyance Improvements” Fund 336, Program 032, and repealing Ordinance No. 3881-22.

Council Bill #

CB 2501-06

Agenda dates requested:

Briefing 1/22/25
Proposed action 1/29/25
Consent
Action 2/5/25
Ordinance X
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Jeff Marrs

Phone number:

425-257-8967

Email:

jmarrs@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance

Project: Water Pollution Control Facility Combined Conveyance Improvements

Partner/Supplier:

Location: Water Pollution Control Facility (WPCF)

Preceding action: [Ordinance 3881-22, approved on 7/6/22](#)

Fund: Fund 336 – Water and Sewer System Improvements Fund

Fiscal summary statement:

Ordinance 3881-22 authorized an appropriation of \$2,000,000 for design of the project.

Additional funding in the amount of \$20,100,000 is required to complete the project. This new ordinance is necessary to program the additional funds needed for the construction phase of the project.

This Ordinance will repeal Ordinance 4013-24, and authorizes the following appropriations to be programmed:

Design Phase (previously programmed)	\$ 2,000,000
Construction Phase (newly programmed)	<u>\$ 20,100,000</u>
Total Project Costs	\$ 22,100,000

The total programmed available funding for design and construction of the project increased by \$20,100,000 and is now \$22,100,000.

The funding sources for this project will be as follows:

Fund 401 - Water and Sewer Utility	<u>\$ 22,100,000</u>
Total source of funds	\$ 22,100,000

Project summary statement:

This project encompasses improvements to the treatment process at the Water Pollution Control Facility. Currently, peak flows (wet weather flows) that exceed the plant headworks and the primary clarifier capacities are bypassed to the head of Aerated Cell 1. These peak flows subsequently wash solids out of the aerated cells and into the recirculation channel and the oxidation pond. The Combined Conveyance Improvements Project will bypass the peak flows directly to the recirculation channel, preventing solids washout from the aerated cells to the recirculation channel and the oxidation pond.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Water Pollution Control Facility Combined Conveyance Improvements” Fund 336, Program 032, and repealing Ordinance No. 3881-22.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Water Pollution Control Facility Combined Conveyance Improvements” Fund 336, Program 032, and repealing Ordinance No. 3881-22.

WHEREAS,

- A.** The City of Everett is committed to a planned sewer system infrastructure maintenance improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to design and construct new facilities to comply with emerging regulations.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 032, entitled “Water Pollution Control Facility Combined Conveyance Improvements” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project. Ordinance No. 3881-22 is hereby repealed.

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

Section 3. The sum of \$22,100,000 is hereby appropriated to Fund 336, Program 032, “Water Pollution Control Facility Combined Conveyance Improvements” as follows:

A. Estimated Project Design and Construction Costs	\$ 22,100,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	<u>\$ 22,100,000</u>
Total Funds	\$ 22,100,000

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance creating a special improvement project entitled “Edgewater Creek Bridge Replacement” Fund 303, Program 115, to accumulate all costs for the improvement and repealing Ordinance No. 4002-24.

Council Bill #

CB 2501-07

Agenda dates requested:

Briefing 1/22/25

Proposed action 1/29/25

Consent

Action 2/5/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance

Project: Edgewater Creek Bridge Replacement

Partner/Supplier: WA State Department of Transportation (WSDOT)

Location: Mukilteo Boulevard at Shore Avenue

Preceding action: [Ordinance No. 3636-18, approved on 11/21/18](#)
[Ordinance No. 3719-19, approved on 12/18/19](#)
[Ordinance No. 4002-24, approved on 2/21/24](#)

Fund: Fund 303 – Public Works Improvement Projects

Fiscal summary statement:

Ordinance 4002-24 authorized an appropriation of \$34,000,000 for design and construction of the project.

The City was awarded an additional \$850,000 DEMO grant from WSDOT in Congressionally Directed Spending funds. This new ordinance is necessary to program the additional grant funds received.

This Ordinance will repeal Ordinance 4002-24, and authorizes the following appropriations to be programmed:

Design and Construction (previously programmed)	\$ 34,000,000
Additional grant funds (newly programmed)	\$ 850,000
Total Project Costs	\$ 34,850,000

The total programmed available funding for design and construction of the project increased by \$850,000 and is now \$34,850,000.

The funding sources for this project will be as follows:

Bridge Program – Federal Funds	\$ 25,000,000
DEMO Grant ID # WA329 & WA368	\$ 3,850,000
Fund 157 – Traffic Mitigation	\$ 6,000,000
Total Funds	\$ 34,850,000

Project summary statement:

This project will remove and replace the existing Edgewater Creek Bridge, which was built in 1946 and is a vital link in a chain of three bridges that provide the only access to neighborhoods along Mukilteo Boulevard.

The existing bridge is a non-redundant two girder composite deck concrete structure that is structurally deficient in load capacity. In addition, the bridge is seismically vulnerable and functionally obsolete due to narrow substandard traffic lanes and sidewalks.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Edgewater Creek Bridge Replacement” Fund 303, Program 115, to accumulate all costs for the improvement and repealing Ordinance No. 4002-24.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Edgewater Creek Bridge Replacement” Fund 303, Program 115, and repealing Ordinance No. 4002-24

WHEREAS,

- A.** The City of Everett is committed to replacing structurally deficient and functionally obsolete bridge infrastructure.
- B.** The bridge over Edgewater Creek requires complete replacement.
- C.** The City of Everett has identified the need and obtained Federal funds to remove and replace the existing structure.
- D.** Ordinance No. 4002-24 obligated funds for the design and construction and there is need to program additional federal grant funding.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Ordinance No. 4002-24 is hereby repealed.

Section 2. A special improvement project is hereby established as Fund 303, Program 115, entitled “Edgewater Creek Bridge Replacement” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

Section 3. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance.

Section 4. The sum of \$34,850,000 is hereby appropriated to Fund 303, Program 115, “Edgewater Creek Bridge Replacement” as follows:

A.	Estimated Project Costs	\$34,850,000
B.	Source of Funds	
	Bridge Program – Federal Funds BRM-2776(009)	\$25,000,000
	DEMO Grant – ID # WA329 and WA368	3,850,000

Fund 157 – Traffic Mitigation
Total Funds

6,000,000
\$34,850,000

Section 5. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 6. The City Council hereby declares that should any section, paragraph, sentence, clause, or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 7. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title:

An Ordinance Creating a Special Improvement Project Entitled "Animal Shelter HVAC Controls Update", Fund 342, Program 049, to Accumulate All Costs for the Project

Council Bill #

CB 2501-08

Agenda dates requested:**Briefing**

Proposed Action 1/29/2025

Proposed Action 2/05/2025

Consent

Action 2/12/2025

Ordinance ☒

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Funding Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

BLeonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Animal Shelter HVAC Controls Update

Partner/Supplier: DK systems

Location: 333 Smith Island Rd, Everett

Preceding action: None

Fund: Fund 342, Program 049

Fiscal summary statement:

The proposed Ordinance will provide funding for the update to the Animal Shelter HVAC controls. The source of the funds for the project is Fund 342, Program 049. Total cost for the project is estimated at \$100,000.

Project summary statement:

The Animal Shelter HVAC controls are at the end of their useful life and need updating. Facilities currently has temporary solutions in place to keep the building functioning, but to maintain long term occupational and building function an update is needed. This project will replace building controllers and update software so that remote access is possible for maintenance and ensure the HVAC system functions as intended.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "Animal Shelter HVAC Controls Update", Fund 342, Program 049 to accumulate all costs for the project.



ORDINANCE NO. _____

An Ordinance creating a special improvement project entitled “Animal Shelter HVAC Controls Update”, Fund 342, Program 049 to accumulate all costs for the project.

WHEREAS,

- A.** The City Council recognizes the need to maintain City infrastructure.
- B.** The City Council recognizes that the Animal Shelter HVAC controls system is at the end of its useful life and is in need of updates.
- C.** The City Council recognizes that these repairs were identified in the 2019 Facilities Condition Assessment.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 342, Program 049 and shall be entitled “Animal Shelter HVAC Controls Update” to accumulate all costs for the project.

Section 2. Authorization is hereby given to accumulate costs and distribute payments from Fund 342, Program 049 for the special improvement project.

Section 3. Authorization is hereby granted to the Parks and Facilities Director, under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and all necessary steps to accomplish the actions authorized in this ordinance.

Section 4. The sum of \$100,000.00 is hereby appropriated to Fund 342, Program 049, “Animal Shelter HVAC Controls Update” as follows:

A. Use of Funds		
	<u>HVAC Controls Updates</u>	<u>\$100,000</u>
	Total	\$100,000
B. Source of Funds		
	<u>Fund 342, Program 049</u>	<u>\$100,000</u>
	Total	\$100,000

Section 5. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 6. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 7. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance creating a special improvement project entitled “36th Street CSO Storage and Regulator Modifications” Fund 336, Program 022, and repealing Ordinance No. 3902-22.

Council Bill #

CB 2501-09

Agenda dates requested:

Briefing

Proposed action 01/29/25

Proposed action 02/05/25

Consent

Action 02/12/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Souheil Nasr

Phone number:

425-257-7210

Email:

SNasr@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance**Project:** 36th Street CSO Storage and Regulator Modifications**Partner/Supplier:****Location:** 36th Street east of Smith Avenue**Preceding action:** [Ordinance 3812-21, approved on 7/14/21](#)
[Ordinance 3902-22, approved on 10/26/22](#)**Fund:** Fund 336 – Water and Sewer System Improvements Fund**Fiscal summary statement:**

Ordinance 3902-22 authorized an appropriation of \$3,500,000 for the design phase of the project.

Additional funding in the amount of \$39,000,000 is required to complete the project. This new ordinance is necessary to program the additional funds needed for construction of the project.

This Ordinance will repeal Ordinance 3902-22, and authorizes the following appropriations to be programmed:

Design Phase (previously programmed)	\$ 3,500,000
Construction Phase (newly programmed)	<u>\$39,000,000</u>
Total Project Costs	\$42,500,000

The funding sources for this project will be as follows:

Fund 401 - Water and Sewer Utility	<u>\$42,500,000</u>
Total source of funds	\$42,500,000

Project summary statement:

This project, in conjunction with the Sewer “O” Phase 2 project, will control/eliminate combined sewer flooding at 36th Street and McDougall Ave and reduce combined sewer overflow (CSO) discharges at Snohomish River Outfalls (SRO) SRO7 and SRO8 to comply with Department of Ecology requirements.

Design is nearly complete, and construction is expected to begin in 2025.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “36th Street CSO Storage and Regulator Modifications” Fund 336, Program 022, and repealing Ordinance No. 3902-22.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “36th Street CSO Storage and Regulator Modifications” Fund 336, Program 022, and repealing Ordinance No. 3902-22.

WHEREAS,

- A.** The City of Everett is committed to a planned sewer infrastructure replacement program.
- B.** The City of Everett has identified the need and obtained funds to construct certain improvements to reduce or eliminate combined sewer flooding at 36th Street and McDougall Avenue.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 022, entitled “36th Street CSO Storage and Regulator Modifications” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project. Ordinance No. 3902-22 is hereby repealed.

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

Section 3. The sum of \$42,500,000 is hereby appropriated to Fund 336, Program 022, “36th Street CSO Storage and Regulator Modifications” as follows:

A. Estimated Project Design and Construction Costs	\$ 42,500,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$ 42,500,000

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title:

An Ordinance Creating a Special Improvements Project Entitled “Drew Nielsen Park Playground Replacement”, Fund 354, Program 102, to Accumulate All Costs for the Project in the Amount of \$345,000

Council Bill #

CB 2501-10

Agenda dates requested:

Briefing

Proposed action 1/29/2025

Proposed action 2/05/2025

Consent

Action 2/12/2025

Ordinance ☒

Public hearing

Yes ☐ X No ☐

Budget amendment:

Yes ☐ X No ☐

PowerPoint presentation:

Yes ☐ X No ☐

Attachments:

Funding Ordinance

Department(s) involved:

Parks and Facilities

Contact person:

Bob Leonard

Phone number:

425 257-8335

Email:

Bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Drew Nielsen Park Renovation Project

Partner/Supplier: King County Directors’ Association (KCDA)

Location: Colby & 13th St, Everett, WA 98201

Preceding action: None

Fund: Fund 354, Program 102 (CIP-3)

Fiscal summary statement:

The proposed Ordinance will provide funding for the Drew Nielsen Park playground equipment replacement and surfacing material at an estimated cost of \$345,000.

This project is identified in the CIP-3 financial model. Equipment procurement and installation will be through King County Directors Association (KCDA) Cooperative.

Project summary statement:

This project will renovate the playground area at Drew Nielsen Park. The playground has reached its end of life and exceeds the City of Everett Park’s life-cycle standard of 15 years. Replacement of the existing playground equipment will update the playground to current industry standards and add options for accessible play. Playground replacement work includes demolition of the existing playground, construction of new forever lawn safety surfacing system, installation of the new playground equipment, expansion of play area, and certification of the design and installation.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Drew Nielsen Park Playground Replacement”, Fund 354, Program 102 to accumulate all costs for the project in the amount of \$345,000.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Drew Nielsen Park Playground Replacement” Project, Fund 354, Program 102, to accumulate all costs for the project.

WHEREAS,

- A.** The City Council is committed to a planned parks capital improvement program as part of the City of Everett Parks and Recreation Open Space (PROS) Plan adopted in 2022.
- B.** The playground at Drew Nielsen Park is 18 years old and exceeds the City of Everett Park’s life-cycle standard of 15 years.
- C.** The City Council recognizes the need to replace the playground and playground surfacing at Drew Nielsen Park.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled Drew Nielsen Park Renovation Project, Fund 354, Program 102

Section 2. Authorization is hereby given to accumulate costs and distribute payments from Fund 354, Program 102 for the special improvement project.

Section 3. Authorization is hereby granted to the Parks and Facilities Department Director under the administration of the Mayor, to assume full responsibility for conducting all tasks and performing all necessary steps to accomplish the actions authorized by this Ordinance.

Section 4. The sum of \$345,000 is hereby appropriated to Fund 354, Program 102, “Drew Nielsen Park Playground Replacement” project.

A. Use of Funds		
Construction and Related Costs		<u>\$345,000</u>
Total		\$345,000
B. Source of Funds		
CIP 3		<u>\$345,000</u>

Total

\$345,000

- C. The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of reappropriation.

Section 5. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 6. The City Council hereby declares that should any section, paragraph, sentence, clause, or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 7. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____





City Council Agenda Item Cover Sheet

Project title: Program Manager, Chris Collier, of Alliance for Housing Affordability (AHA) will be providing an Everett housing update

Council Bill # *interoffice use*

Agenda dates requested:

Briefing 1/29/25

Proposed action

Consent

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Contact person:

Director

Phone number:

Email:

Initialed by:

Department head

Administration

Council President

Project: N/A

Partner/Supplier: N/A

Location: N/A

Preceding action: N/A

Fund: N/A

Fiscal summary statement:

n/a

Project summary statement:

n/a

Recommendation (exact action requested of Council):

n/a

From: Ava Izdepski <ava.izdepski@gmail.com>
Sent: Wednesday, January 15, 2025 11:59 AM
To: DL-Council
Subject: [EXTERNAL] Hope N Wellness Center

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 am not a resident of Everett, but I do work on Rucker Avenue at 2326, next to the Hartley mansion. I think that the Hope n Wellness center should remain open and accessible to the downtown population of homeless folks. I've been working in Everett since 2020 and I've seen the positive impact that the services have had on the community. The people that need those services never bother me or anyone that I can see, if anything, they keep to themselves. They're not a nuisance, they're just in need of some help.
Best, Ava

Ava Izdepski

From: Anna Illés <ariambx@gmail.com>
Sent: Thursday, January 16, 2025 5:53 PM
To: DL-Council
Subject: [EXTERNAL] Citizen Submitting Comment

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.

Dear Everett City Council,

I'm writing with a comment that I'm severely disappointed to hear that the city of Everett is forcing a day center for the homeless to close. As an allied healthcare provider in Washington state, I find this to be frankly unacceptable. This will impair my enjoyment of the downtown when I visit, and my choice to return to working in Snohomish County.

I take pleasure in seeing where people who are struggling can get help being on ground level. ADA compliance for such an essential public service requires things to be so, as many of the homeless are disabled. Hope N Wellness is a lifesaving service worth fiercely defending, this is what revitalization means to me.

Please let me know when this decision is reversed, I will call. Source of my complaint can be found here: <https://www.youtube.com/watch?v=-9A-PKNzrZg>

Best,
Illés Anna, SLPA

From: Liz Stenning <liz.stenning@downtowneverettwa.org>
Sent: Wednesday, January 22, 2025 1:19 PM
To: DL-Council; Cassie Franklin
Subject: [EXTERNAL] Comment – 1/22 Everett City Council Meeting
Attachments: 2025.01 DEA Ltr Metro Everett Social Services Council.pdf

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

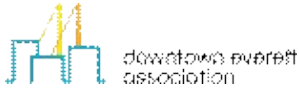
Dear Everett City Councilmembers and Mayor Cassie Franklin,

Please find the attached letter from the Downtown Everett Association in advance of the 1/22 City Council meeting. Our comments are in regard to upholding current zoning in Metro Everett, which does not allow for ground floor social services.

Thank you for taking the time to read and consider our comments.

Sincerely,

Liz Stenning
Executive Director
Downtown Everett Association
desk: 425-367-0355



To advance a vibrant and thriving downtown



January 21, 2025

board of directors

Michael Finch
President
CenturyPacific, LLLP

Patrick Hall
Vice President
Everett Historical Commission

Craig Skotdal
Treasurer
Skotdal Real Estate

Corey Margolis
Secretary
Angel Of The Winds Arena

Jordan Stephens
Anderson Hunter Law

Aaron Sheckler
Petrikor

Dan Gaffney
Moss Adams

Danielle Lothrop
Angel Of The Winds Arena

Erica Weir
Village Theatre

Karlee Deatherage
Puget Sound Energy

Sherry Jennings
APEX Everett

Alessandra Szebenyi
Snohomish County

Tyler Chism
City of Everett

Everett City Council
City of Everett
2930 Wetmore Avenue, Suite 9-A
Everett, WA 98201

RE: Metro Everett Zoning

Dear Councilmembers:

The Downtown Everett Association is a champion for our downtown community. Through the support of local stakeholders, donors, and strong partnerships, we have made considerable progress on placemaking efforts, helped recruit new businesses, and supported events to bring people into our downtown core.

Recently, there has been discussion around allowing Hope & Wellness to continue operations at its existing location on Rucker. We understand that Hope & Wellness provides valuable services and offers a place of refuge for those in need. It's also our understanding that over the last year, the City of Everett has proactively assisted this group to find a suitable location due to current noncompliance with zoning, which does not permit social services located on the ground floor in Downtown Everett.

We support the zoning outlined in Metro Everett with the vision for an attractive, clean and safe place – bustling with activity on the streets and in public places. This sub-area plan was created with extensive and thoughtful community input before adoption. The plan recognized the high concentration of existing services in Everett's urban center and sought to maintain an effective balance. Since the Metro Everett plan was adopted in 2018, many of the aspirations identified by the community are coming to fruition.

More businesses are seeking to locate downtown and fill vacant storefronts. In 2024, over a dozen new businesses opened on the ground floor. Some examples include an ice cream bar, dog daycare, and yoga studio. Currently, there are several new businesses planning to open in the next six months, which will further reduce ground floor vacancies. In making such investments, property and business owners must be able to rely on the existing zoning code as a roadmap for downtown's transformation. Making changes or exceptions – even with the best of intentions – will undermine the trust that's required for long-term investment.



The 2006 Downtown Plan identified Rucker Avenue north of Pacific as a critical link in making Everett's urban streetscape attractive, safe, and walkable. In 2021, the Rucker Avenue project was completed. Since then, several new retail and dining establishments have opened on this stretch. Despite this progress, the area continues to attract unsheltered people who suffer from untreated addiction and mental health issues. In order for Rucker Avenue to realize the community's long-held vision, ground floor uses must be compatible with the desired mix of retail and housing.

In closing, we believe the zoning outlined in the Metro Everett plan has contributed to enhancing a vibrant downtown core, and we urge the City Council to uphold it.

Sincerely,

Liz Stenning
Executive Director
Downtown Everett Association

From: Patrick Hall <phall@uw.edu>
Sent: Friday, January 24, 2025 9:49 AM
To: Angela Ely
Cc: DL-Council
Subject: Re: [EXTERNAL] Hope & Wellness Day Shelter

Thanks Angela. I live in Everett.

Patrick

On Fri, Jan 24, 2025, 8:52 AM Angela Ely <AEly@everettwa.gov> wrote:

Category 2: Sensitive information

Hello Patrick,

There has been a recent change to council meetings, and I am sorry you were not aware. Every fourth, and when applicable, fifth Wednesdays, will be held at 12:30pm.

I am happy to submit your email as written comment for the record at our next meeting on January 29. I would just need your city of residence. I will be sure to forward your email to Mayor Franklin as well.

Thank you!
Angela



Angela Ely

Executive Assistant | Everett City Council

425.257.8703 | [2930 Wetmore Ave, Ste 9A, Everett, WA 98201](https://www.everettwa.gov)

[everettwa.gov](https://www.everettwa.gov) | [Facebook](#) | [Twitter](#)

Note: Emails and attachments sent to and from the City of Everett are public records and may be subject to disclosure pursuant to the Public Records Act.

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

From: Patrick Hall <phall@uw.edu>
Sent: Wednesday, January 22, 2025 8:59 PM
To: DL-Council <Council@everettwa.gov>
Subject: [EXTERNAL] Hope & Wellness Day Shelter

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.

Councilmembers and Mayor Franklin,

I meant to speak at the council meeting today and read my comments personally; however, I was completely unaware that the meeting would be held in the afternoon, and I missed it.

I am a longtime board member and current vice president of the Downtown Everett Association. I want to address the situation with the Hope & Wellness day shelter.

Back in 2018, I stood at the council podium to address this very same topic. The institution in question was different - at the time it was Ideal Option, which wanted to open a suboxone clinic in a first-floor retail space on Hoyt. At the time we asked the council an important question: when you imagine your downtown, what do you want it to be? Do you want it to be Everett's central business district, or do you want it to be our central "social services" district? Let me be clear that it can't be both. Ideal Option wound up finding another location outside of downtown, where they operate successfully today. At the time there was a huge number of clinics and social services concentrated in downtown, the very place in the City which we most need to rejuvenate. The City wisely wanted to reverse that trend, and there's no reason why we should go in a different direction today.

I greatly respect Ms. Donahue, and I honor her good intentions. Nevertheless, her operation is just the latest in a long series of well-meaning social services which have created highly visible street-level problems in downtown, which scare away visitors and potential new businesses. Like her, I also am a volunteer. I personally, and many others alongside me, have labored for years to carefully restore downtown Everett to its former vibrancy, one business at a time. We are finally gaining traction. Yet, it seems like there's always somebody coming around behind us with a Sawzall to cut down everything we've just worked so hard to build. The existing rules about where clinics can be located need to be upheld. They are a compromise; they allow such agencies to continue serving the homeless downtown while minimizing any negative impacts.

An enormous amount of mindshare went into the Metro Everett subarea plan, and it brought Everett into the 21st century of urban planning. There is a reason why the exclusion of clinics and social services in first floor commercial spaces on pedestrian streets is considered best practice nationwide. The goal is to reserve the most valuable commercial space for businesses which contribute to downtown's vitality. I urge the City and the council to stick to the plan. Hope & Wellness would not have to move far, just a few blocks away, or one floor up. In any case, the City should not allow downtown to be sold cheap.

Thank you,
Patrick Hall

From: Angela Di Filippo <adifilipp22@gmail.com>
Sent: Tuesday, January 28, 2025 8:15 PM
To: Angela Ely
Subject: [EXTERNAL] Public Comment for City Council Meeting (1/29)
Attachments: Everett City Council Public Comment - 1.29.25.docx

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

Hello Angela!

Attached is a public comment for the City Council Meeting record. It is a general public comment and not related to any specific agenda item.

Thank you for your help and have a good one!
Angela Di Filippo

I am writing to you on behalf of Hope N' Wellness at 3021 Rucker Ave. I am aware of the "efforts" the city has made and, frankly, it is disappointingly far too little, far too late. The city has had months to collaborate with Jasmine, who has been open and willing at every step to find solutions that would permit her to continue serving the most vulnerable residents of Everett. She has consistently been met with dropped communications, attacks against her character, and even harassment.

To be even more frank, how many Everett residents need to die before the council takes preventative measures to keep people safe? Your actions regarding the Waits Motel killed people. Your failure to open a day center or to ensure appropriate funding for shelters (day and night) to run efficiently has killed people. Your commitment to not building housing or utilizing evidence-based strategies to address substance use and homelessness has killed people.

Getting rid of businesses like Jasmine's Hope N' Wellness will not make a "cool" downtown and it will not make a thriving community where people are safe. It will, however, certainly mean that more people will die. Considering the state of affairs today and the potential loss of an unknown number of Federal support programs, which will put already vulnerable populations under even more strain, it is concerning that the City is investing these resources in preventing community care because of a discriminatory (though, as noted often, legal) ordinances.

I request that you extend the close business date (2/28) given to Jasmine to allow time for the council to actually discuss potential adjustments to the Municipal Code, as by the time this date was provided by the City the opportunity had passed to have a genuine discussion regarding this option. This would be consistent with recent actions taken by the Council (after all, the Code was recently adjusted to rightfully allow birthing centers), and with the messaging provided by the City that it's doing its best to help those in need.

Thank you for your time,

Angela Di Filippo
11401 3rd Ave SE
Everett, WA 98208

Everett Housing Update

Chris Collier, AHA Program Manager
ccollier@hasco.org | 425-231-2486

Everett City Council

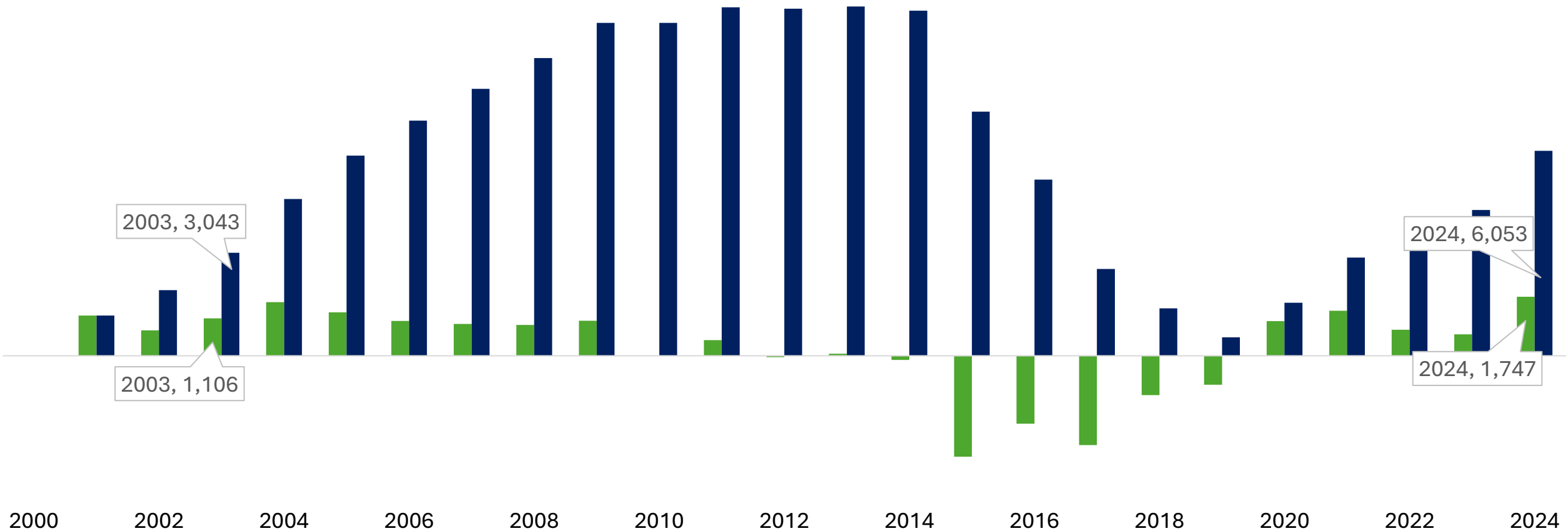
January 29, 2025

AHA Refresher

Arlington, Darrington, Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Monroe, Mountlake Terrace, Mukilteo, Snohomish, Stanwood, Woodway, Snohomish County, HASCO

- Provide data & analytics, technical expertise & outreach
- Assist members & community in understanding housing affordability shortage

Snohomish County Summary



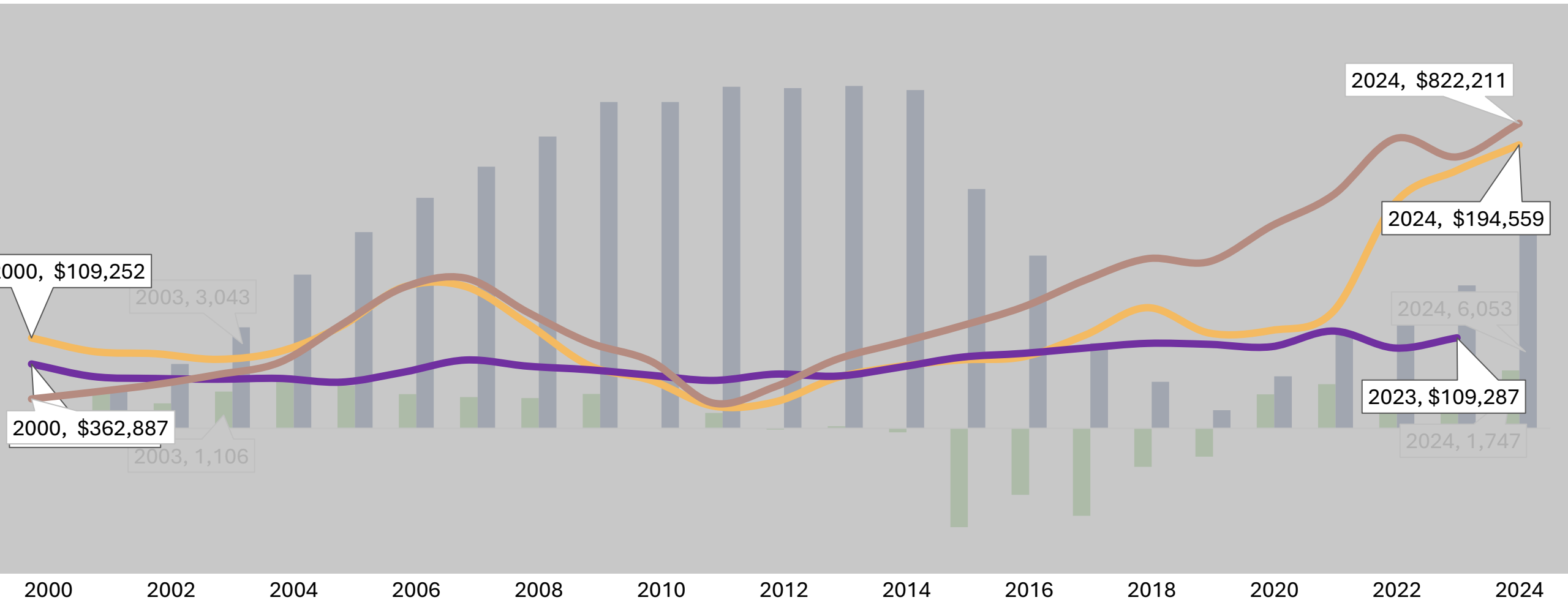
Housing Stock

■ Annual Surplus

■ Total Surplus

Sources: Office of Financial Management; Snohomish County Assessors Office; US Census Bureau via St. Louis Fed, Dupre & Scott, Commercial Analytics, AHA Staff analysis of Apartments.Com Data

Snohomish County Summary



Housing Stock

■ Annual Surplus

■ Total Surplus

— Median Sale Price

— Required Income

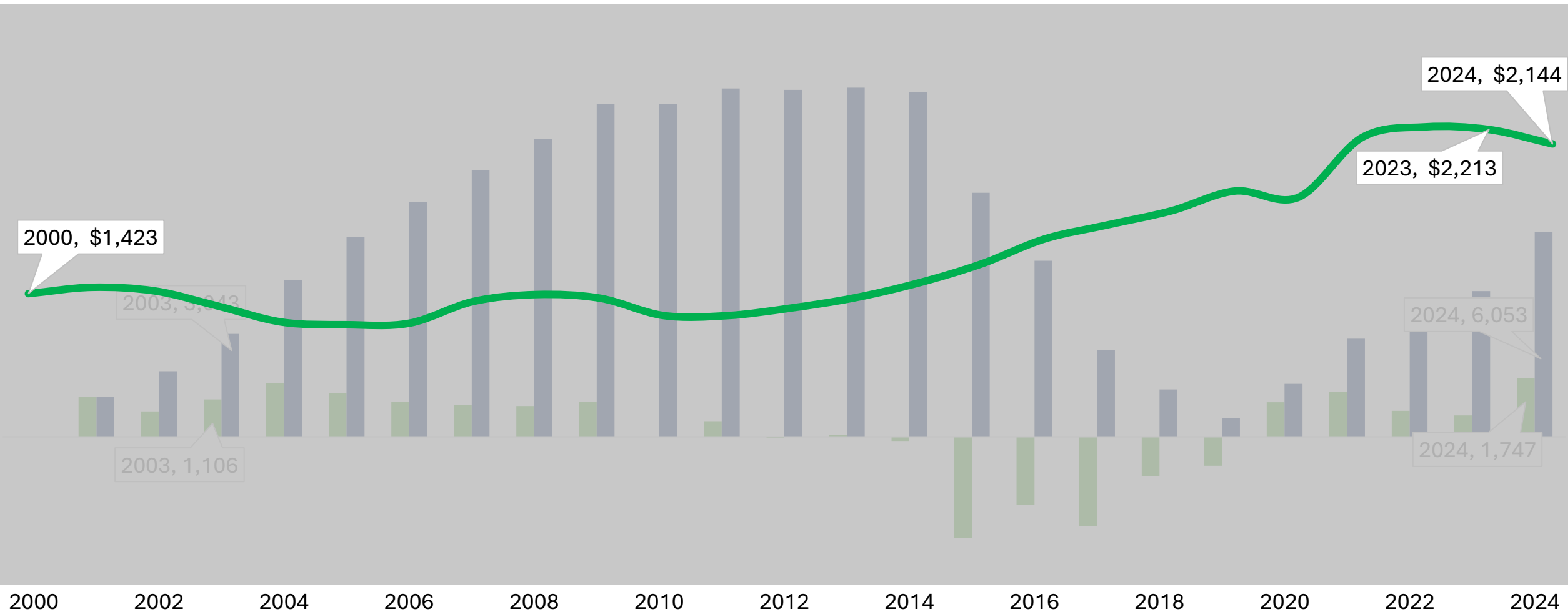
— Median Income

— Avg. Rent

Sources: Office of Financial Management; Snohomish County Assessors Office; US Census Bureau via St. Louis Fed, Dupre & Scott, Commercial Analytics, AHA Staff analysis of Apartments.Com Data

4

Snohomish County Summary



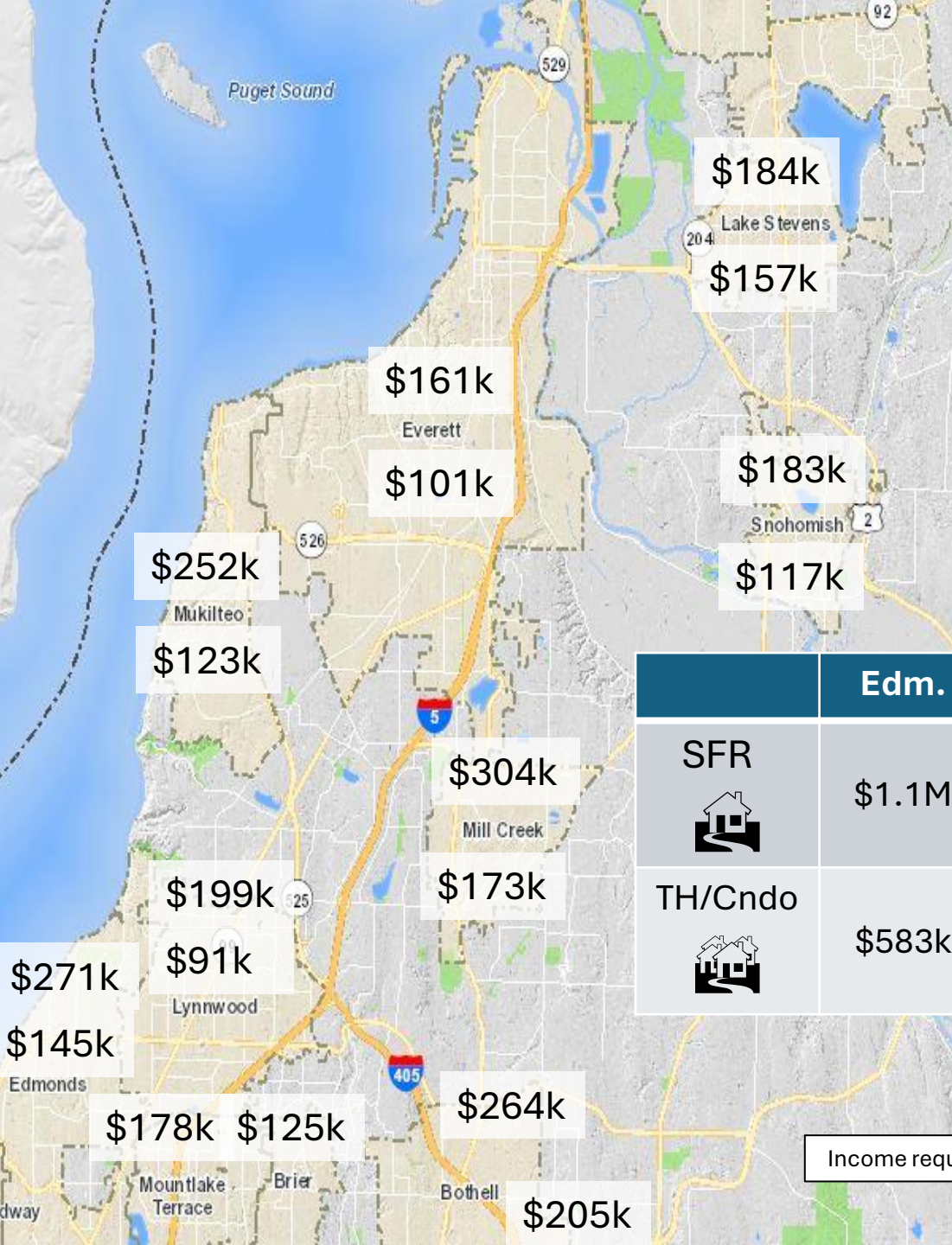
Housing Stock



■ Annual Surplus
■ Total Surplus

— Median Sale Price
— Required Income
— Median Income
— Avg. Rent



Sources: Office of Financial Management; Snohomish County Assessors Office; US Census Bureau via St. Louis Fed, Dupre & Scott, Commercial Analytics, AHA Staff analysis of Apartments.Com Data

5



	Lake Stevens
SFR 	\$736k
TH/Cndo 	\$609k

In 2024: What Cost What, Where?

	Edm.	Lynn.	MLT	Mill C.	Muk.	EVRT.	Bothell	Sno.
SFR 	\$1.1M	\$807k	\$716k	\$1.2M	\$1M	\$634k	\$1.1M	\$736k
TH/Cndo 	\$583k	\$365k	\$497k	\$698k	\$485k	\$391k	\$840k	\$469k

Income requirement based on sale price, annualized interest rates, 30-year term, 10% down pmt., 33% DTI, real property tax figures

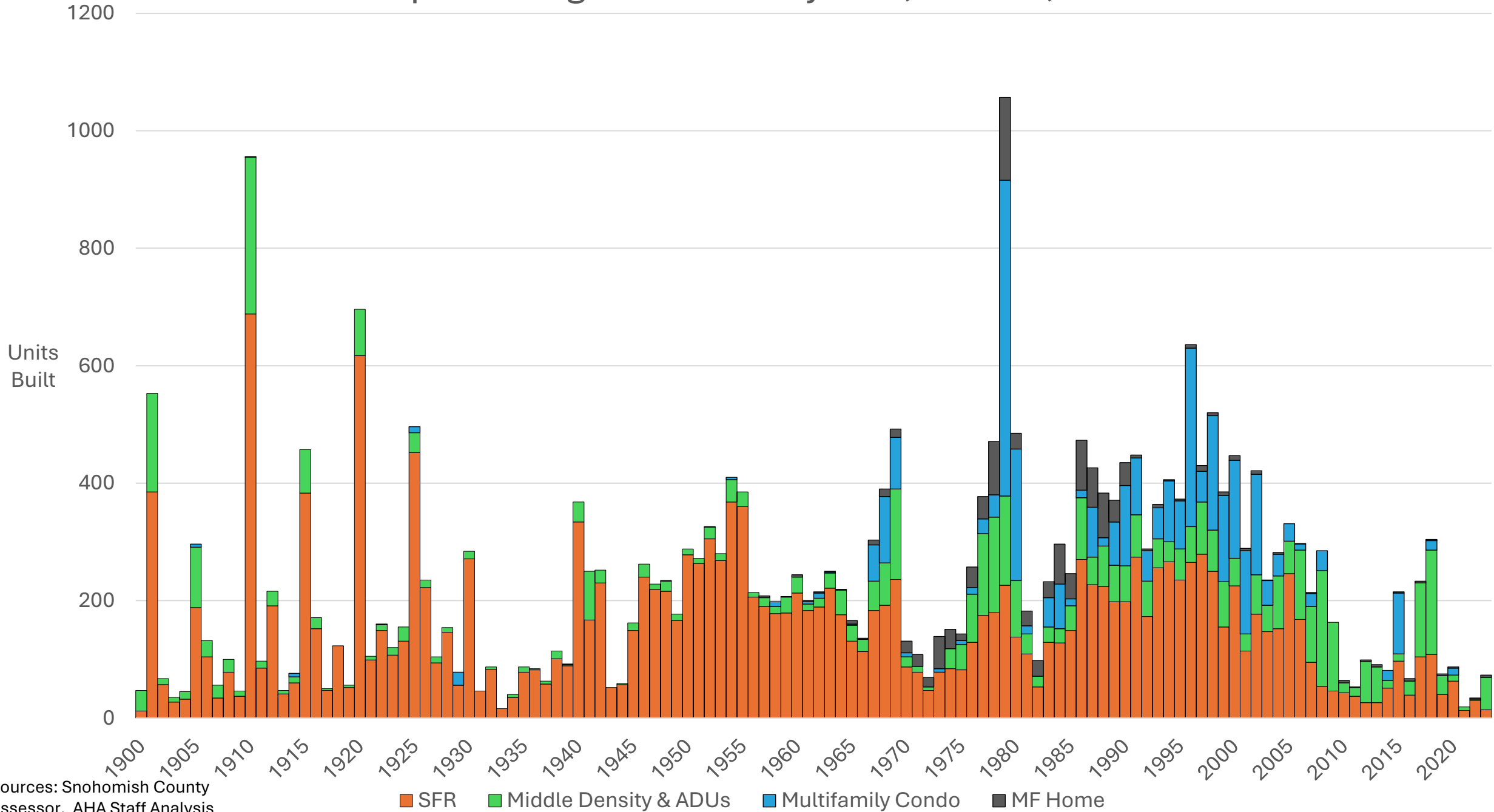
Sources: US Bureau of Labor Statistics OES Estimates; Snohomish County Assessors Office; AHA Staff
Map Credit: Snohomish County Assessors Office, Snohomish County Online Property Information (SCOPI)

County Takeaways:

- Prices rising after a 2023 cooldown
- Required income never slowed (interest rates), now \$192k/yr*
- Rents +0.12% for 2024, still down from 2023
 - Market appears to be absorbing a high rate of production (2018-2022, early 2024)
- Median household income remains stubbornly low at \$109k/yr

* At 10% down, 30-year term, 33% debt-to-income ratio

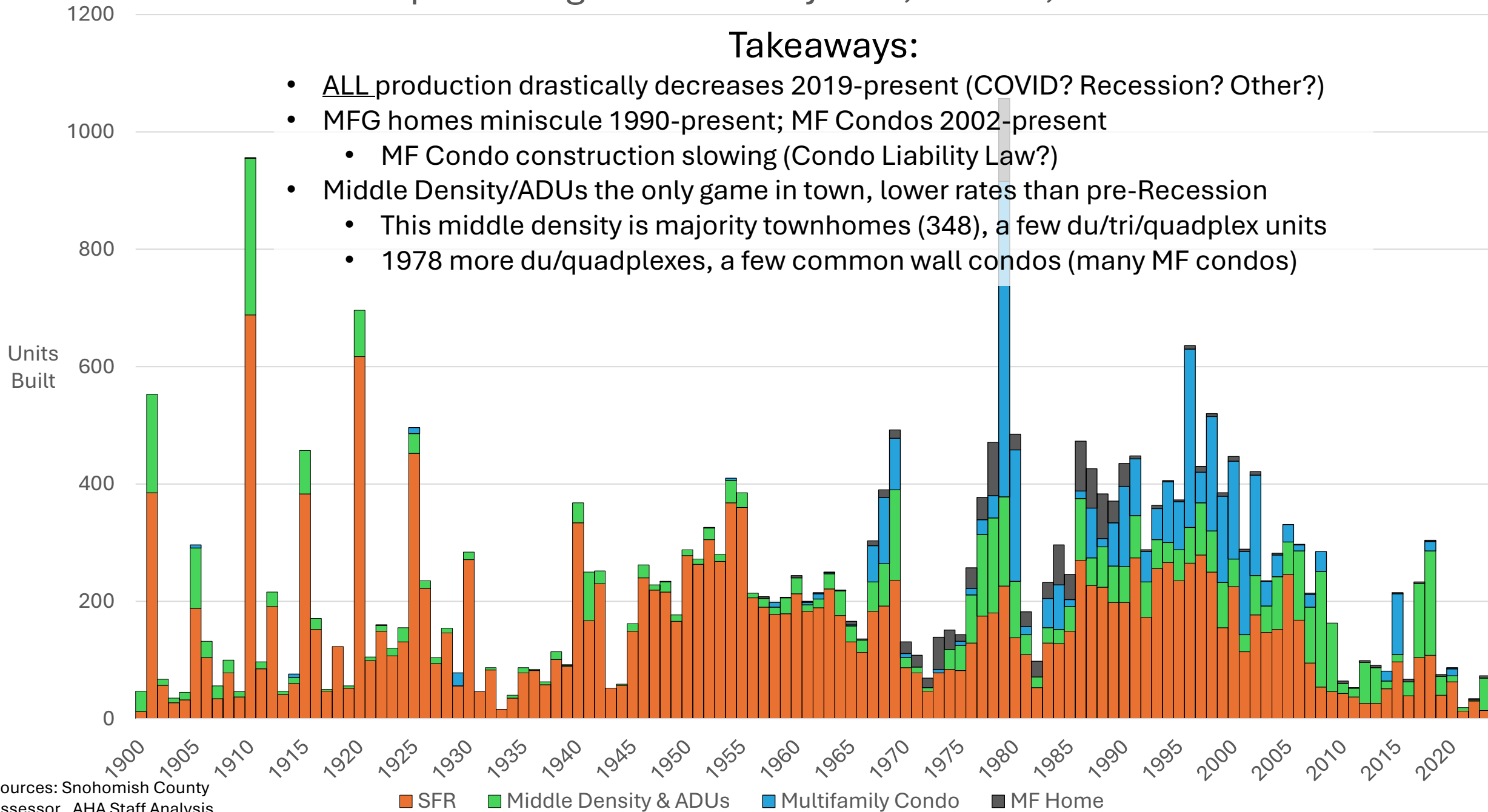
Ownership Housing Units Built by Year, Everett, 1900-2023



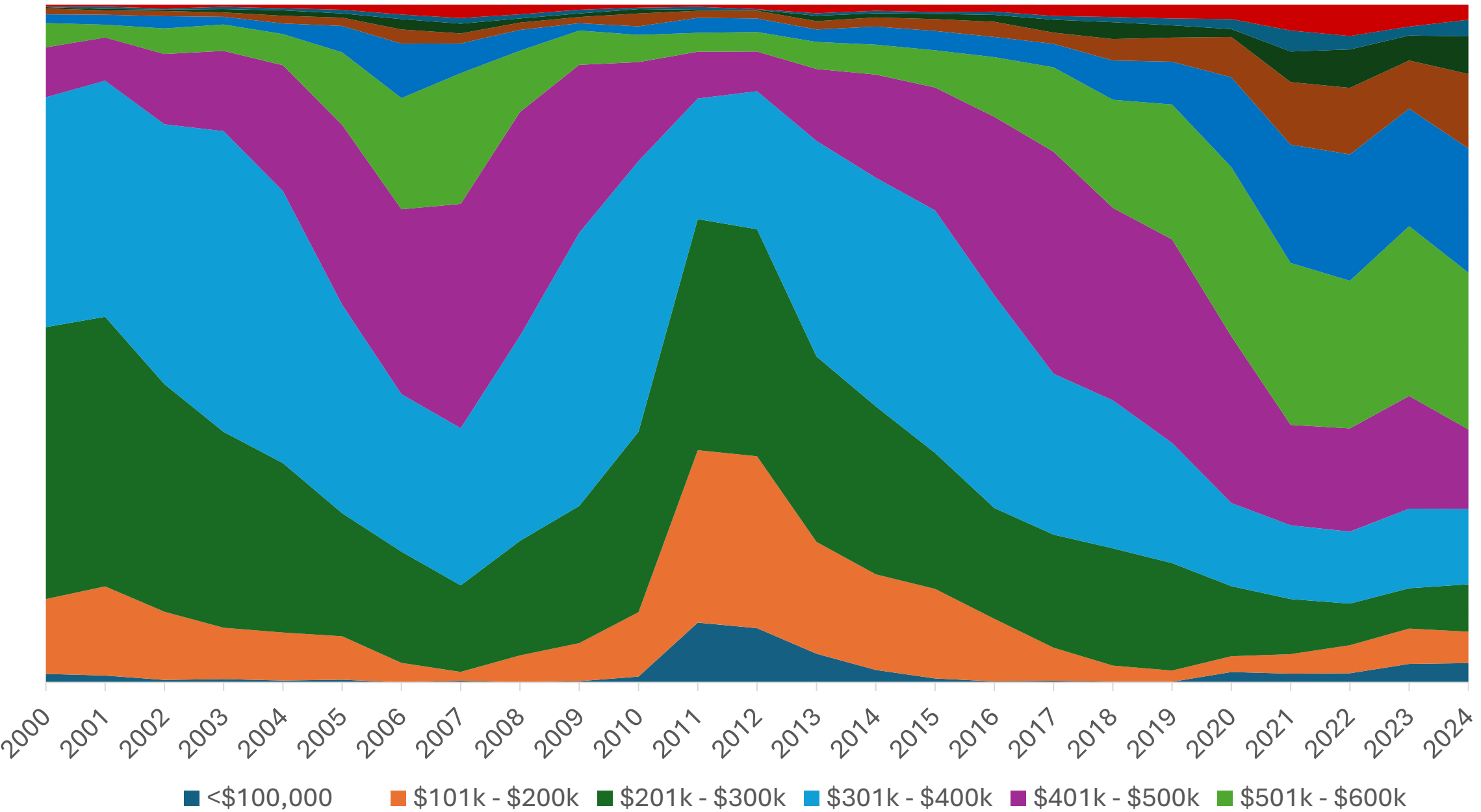
Ownership Housing Units Built by Year, Everett, 1900-2023

Takeaways:

- ALL production drastically decreases 2019-present (COVID? Recession? Other?)
- MFG homes miniscule 1990-present; MF Condos 2002-present
 - MF Condo construction slowing (Condo Liability Law?)
- Middle Density/ADUs the only game in town, lower rates than pre-Recession
 - This middle density is majority townhomes (348), a few du/tri/quadplex units
 - 1978 more du/quadplexes, a few common wall condos (many MF condos)

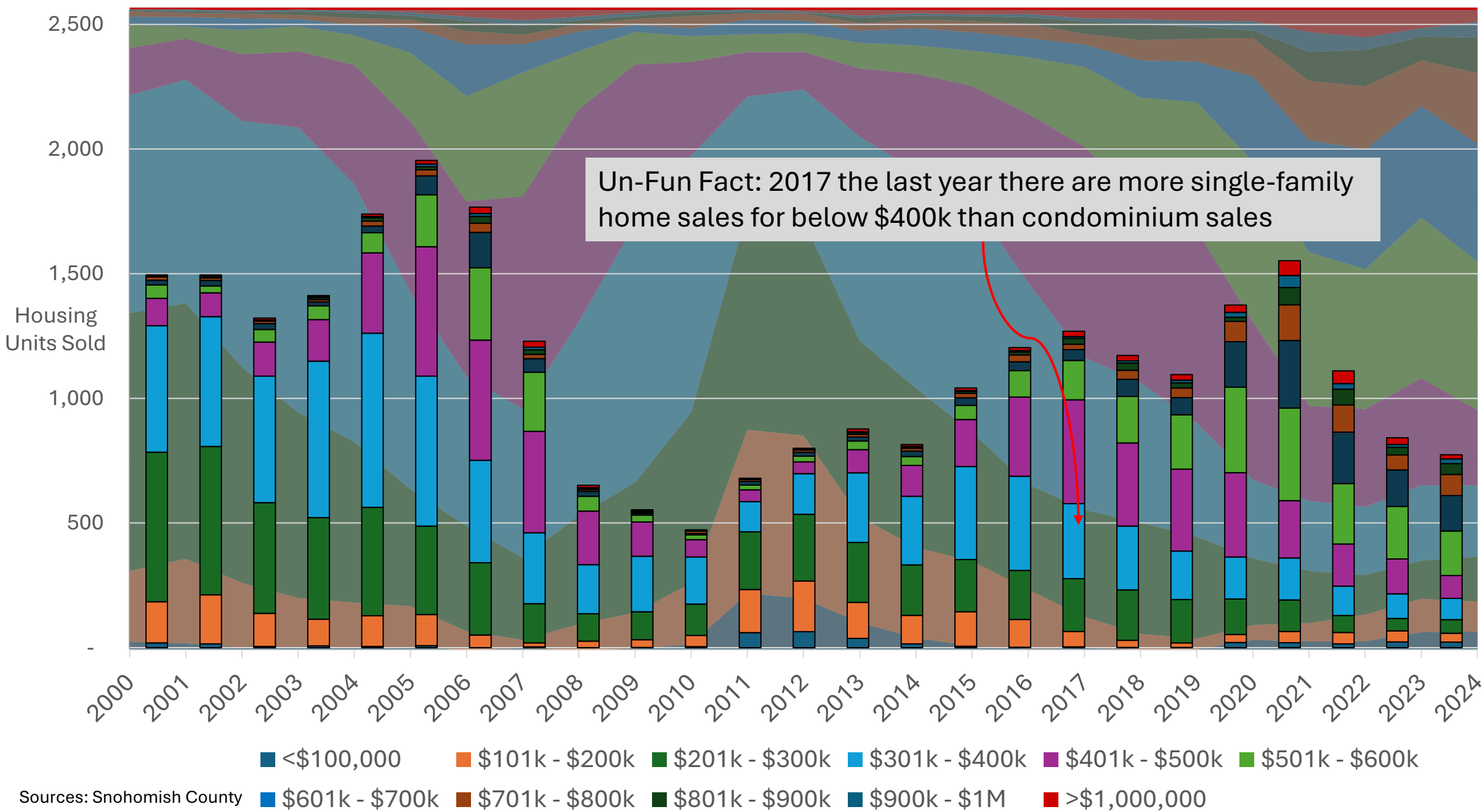


Everett Home Sales by Sale Price, 2000 to 2024



Sources: Snohomish County Assessor, AHA Staff Analysis

Everett Home Sales by Sale Price, 2000 to 2024



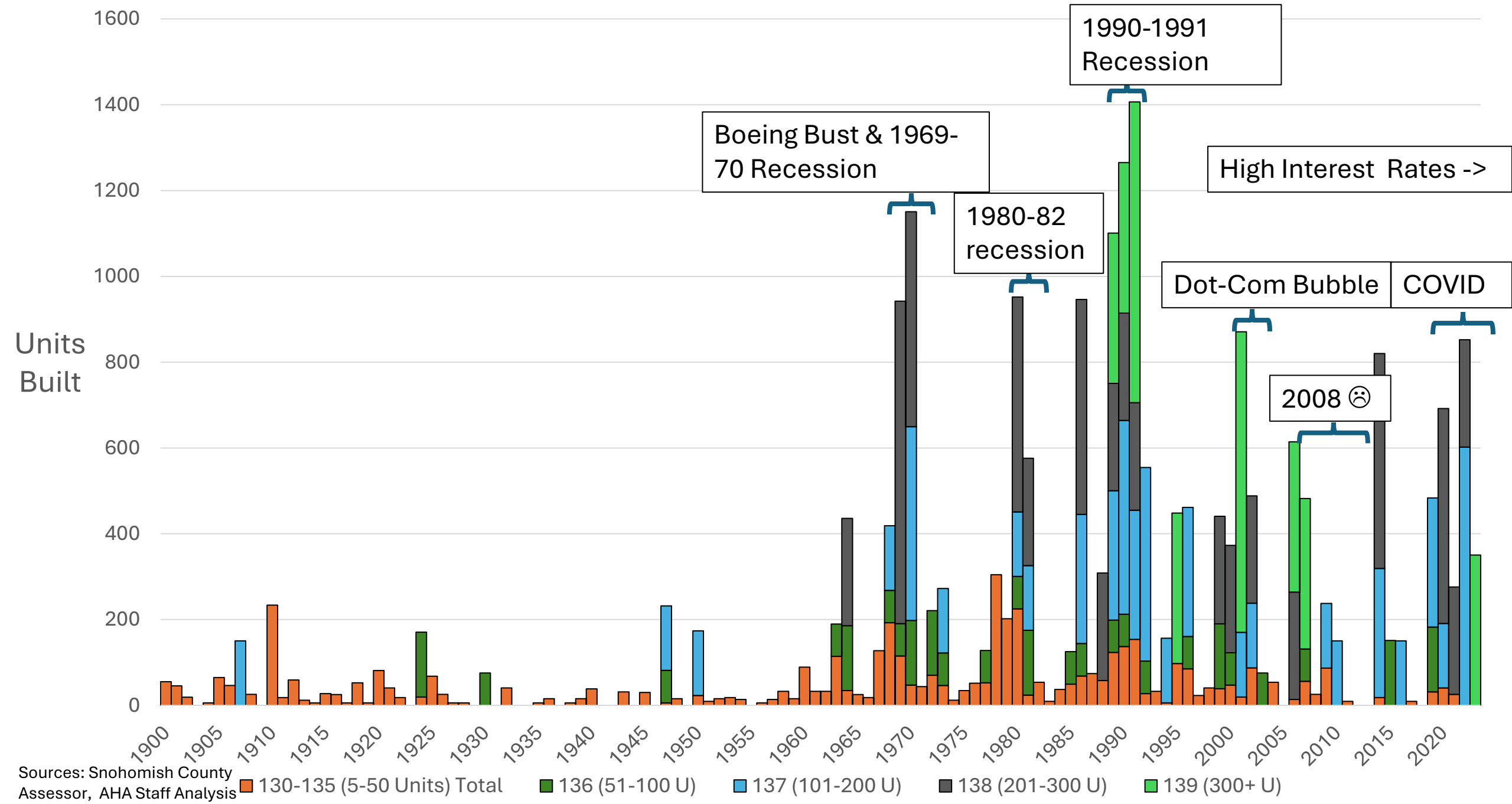
2024 Everett Home Sales Summary

	Median Price	# Sold
Single Family	\$634,422	484
Townhome	\$606,500	46*
Condo (all types)	\$355,276	182**
Mobile Home	\$131,957	59
MFG. Home	\$350,201	17

* Median year built for these townhomes is 2018

** 154 of these were Multifamily Condos, 15 detached condos, 7 common wall

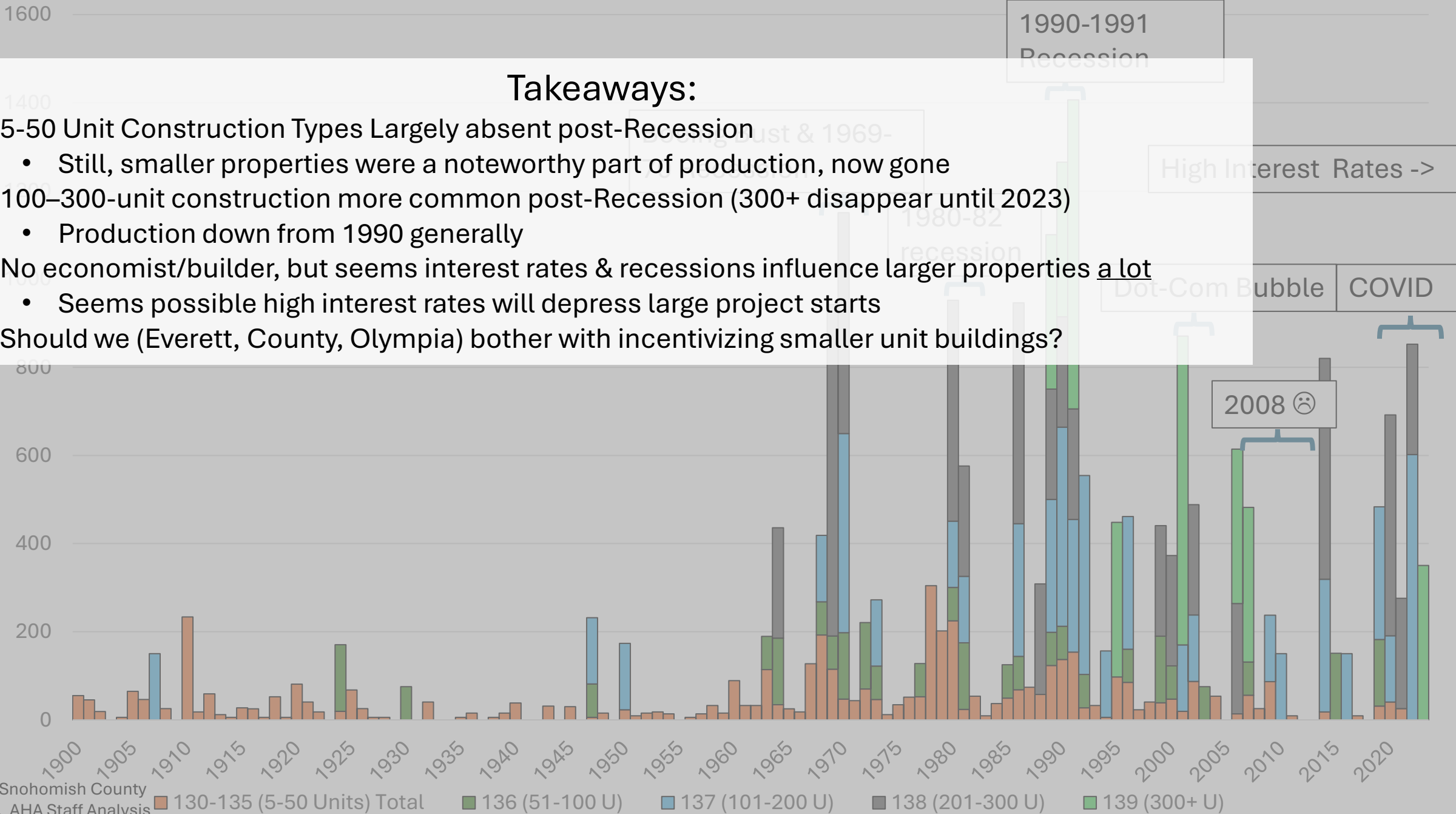
Everett Apartment Housing Units Built by Year, by Type, 1900-2023



Everett Apartment Housing Units Built by Year, by Type, 1900-2023

Takeaways:

- 5-50 Unit Construction Types Largely absent post-Recession
 - Still, smaller properties were a noteworthy part of production, now gone
- 100–300-unit construction more common post-Recession (300+ disappear until 2023)
 - Production down from 1990 generally
- No economist/builder, but seems interest rates & recessions influence larger properties a lot
 - Seems possible high interest rates will depress large project starts
- Should we (Everett, County, Olympia) bother with incentivizing smaller unit buildings?

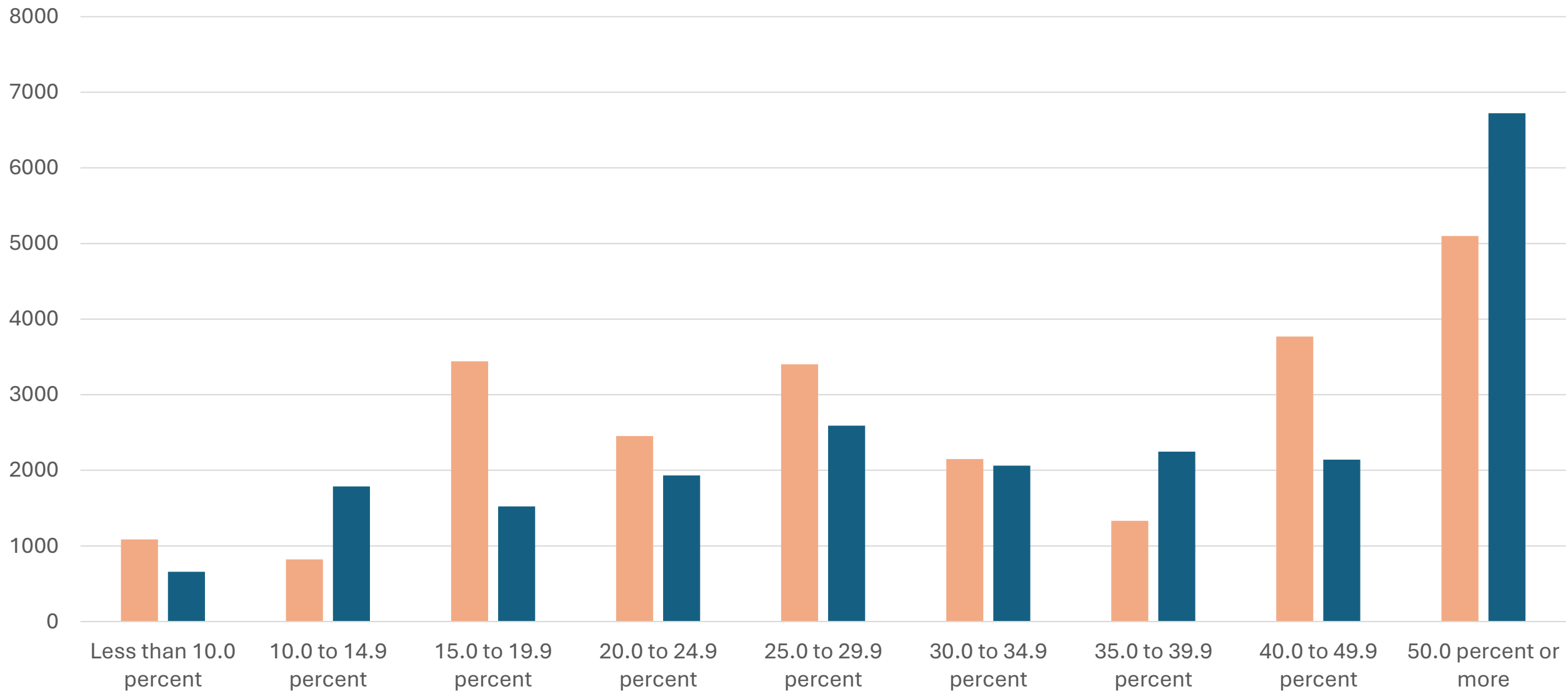


2024 Everett Rental Summary

	Everett Jan. Price	Everett Dec. Price	SnoCo Jan. Price	SnoCo Dec. Price
All Unit Average	\$ 2,041	\$ 1,939	\$ 2,127	\$ 2,129
Studio	\$ 1,646	\$ 1,437	\$ 1,641	\$ 1,557
1BR	\$ 1,842	\$ 1,734	\$ 1,898	\$ 1,916
2BR	\$ 2,177	\$ 2,003	\$ 2,296	\$ 2,277
3BR	\$ 2,708	\$ 2,512	\$ 2,716	\$ 2,650

Census Data Summary: Renting

Everett Count of Households by Gross Rent as a Percentage of Income in Last Year

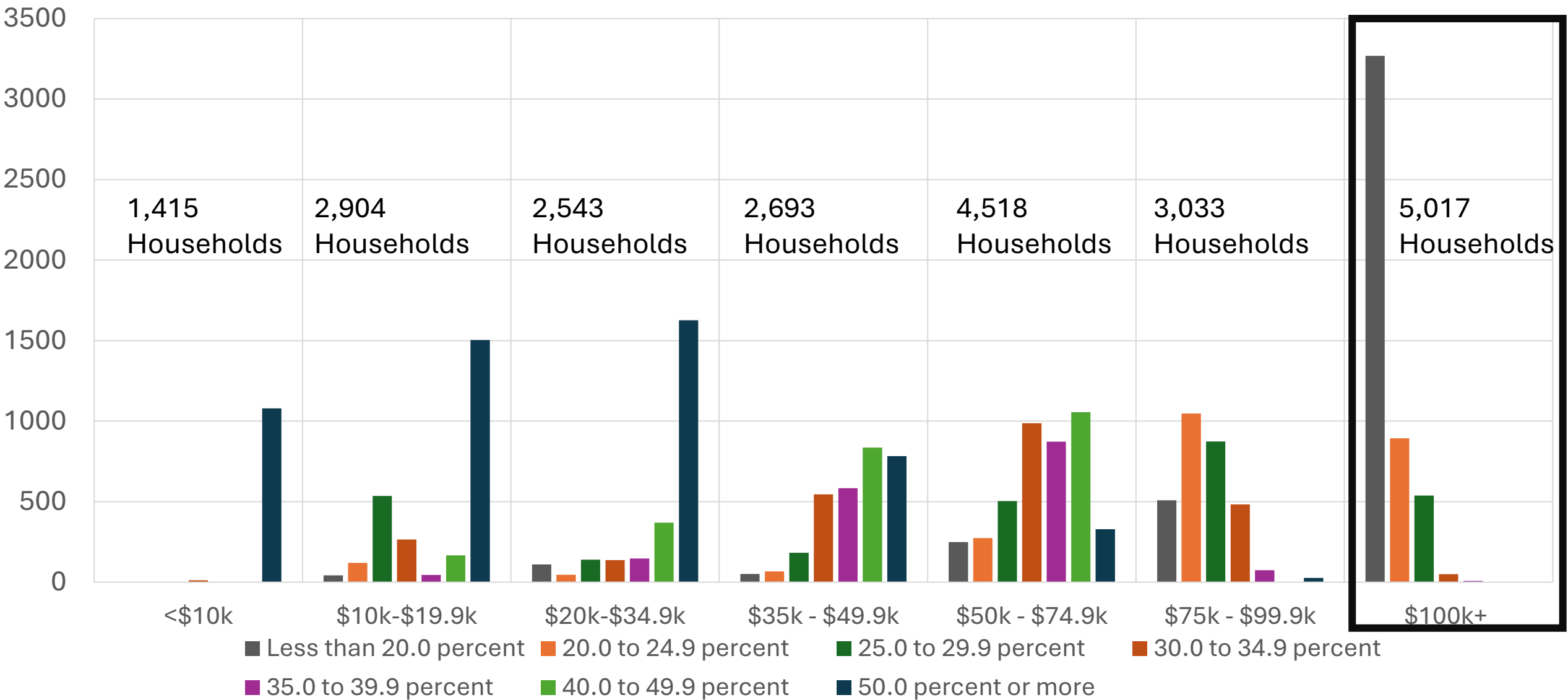


Sources: US Census Bureau American Communities Survey 1-year B25070, 2022 and 2023

2022 1-year estimate 2023 1-year estimate

Census Data Summary: Renting

Count of Households by GRAPI In Last Year by Income Band, Everett



Sources: US Census Bureau American Communities Survey 5-year B25074, 2023

Conclusions

- All prices set to resume rising in 2025
- Everett, along with County overall, seeing fewer small apartments, and townhome exclusivity
 - Multifamily Condos, duplexes etc., MFG. homes, an extreme rarity
- Cost burden, especially severe, tracking upwards in 2023
- Production of all unit types is on a downward trend from 2023-2024
 - Impact of Comp Plans & HB 1110 to be seen
 - Global, national, state events will have a part to play
 - But if you needed emphasis to make the Comp Plan big, let this be it

Thank You

Chris Collier
AHA Program Manager

ccoller@hasco.org | 425-231-2486



EVERETT CITY COUNCIL Public Comment Form

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

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

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

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

You can also submit a comment and attend meetings online at everettwa.gov/city-council. 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: 1/29/25

NAME (required): Bill Tsoukalas

CITY (required): _____ ZIP (required): _____

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: _____



EVERETT CITY COUNCIL Public Comment Form

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

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

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

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

You can also submit a comment and attend meetings online at everettwa.gov/city-council. 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: 1-29-25

NAME (required): Tom Lane

CITY (required): _____ ZIP (required): _____

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: _____



EVERETT CITY COUNCIL Public Comment Form

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

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

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

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

You can also submit a comment and attend meetings online at everettwa.gov/city-council. 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: 1/29/25

NAME (required): Mary Swenson

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

EMAIL (optional): MarysDeuha.org 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 #: 4

☐ During the general public comment. Please state the topic you would like to speak on: Agend #4 under consent