



**Everett City Council Preliminary Agenda**  
**6:30 p.m., Wednesday, May 14, 2025**  
**City Council Chambers**

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: May 7, 2025

Mayor's Comments

Public Comment

Council Comments

Administration Update

City Attorney

**CONSENT ITEMS:**

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$6,806,054.97 For The Period Ending April 26, 2025 Through May 2, 2025.

Documents:

[RES\\_CLAIMS PAYABLE 5.2.25.PDF](#)

(2) Authorize The Mayor To Sign The Collective Bargaining Agreement Between The City And The Snohomish County Crafts Employees For Years 2025 Through 2027.

Documents:

[CRAFTS CBA.PDF](#)

(3) Authorize The Mayor To Sign The Easement Agreement For Storm Water Drainage Along A Portion Of Everett's Transmission Line #5 Property Located West Of The 6400 Block Of South Machias Road In The City Of Snohomish.

Documents:

[STORMWATER EASEMENT MACHIAS PROPERTY.PDF](#)

(4) Approve The Mayor's Acceptance Of A Donation From Petco Love In The Amount Of \$20,000 Into The Fund For The Animals.

Documents:

[PETCO LOVE DONATION TO THE EVERETT ANIMAL SHELTER.PDF](#)

(5) Authorize The Mayor To Sign An Interlocal Agreement With Snohomish County For \$120,000 In 2025 REET 2 Funding To Install Up To Six Lights At Lions Park.

Documents:

[LIONS PARK LIGHTING INTERLOCAL AGREEMENT.PDF](#)

(6) Authorize The Mayor To Sign An Interlocal Agreement With Snohomish County For \$19,000 In 2025 REET 2 Funding To Add A Light On The Kiwanis Park Sport Court.

Documents:

[KIWANIS PARK LIGHTING INTERLOCAL AGREEMENT.PDF](#)

(7) Authorize The Mayor To Execute The Third Addendum To Communications Antenna Site Lease Agreement With T-Mobile West LLC.

Documents:

[3RD ADDENDUM TO T-MOBILE COMM LEASE.PDF](#)

(8) Authorize The Mayor To Sign Amendment No 6 To Contract #2018-009 For Jetty Island Ferry Service To Argosy LP As Substantially Provided.

Documents:

[ARGOSY AMENDMENT NO. 6.PDF](#)

(9) Authorize City Staff To Apply For And If Awarded, Authorize The Mayor To Sign All Necessary Documents And Agreements With The Criminal Justice Training Commission Regarding The Application, Acceptance, And Utilization Of The Police Wellness Grant, In The Amount Of \$68,877.00.

Documents:

[CJTC POLICE WELLNESS GRANT.PDF](#)

PROPOSED ACTION ITEMS:

(10) CB 2504-27 – 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. 4072-25. (3rd & Final Reading 5/21/25)

Documents:

[CB 2504-27.PDF](#)

(11) CB 2504-28 – 2nd Reading - Adopt An Ordinance Relating To Utilization Of Apprentices On Public Works Construction Projects, Adding A New Section To Chapter 3.80 EMC. (3rd & Final Reading 5/21/25)

Documents:

[CB 2504-28.PDF](#)

(12) CB 2505-29 – 1st Reading - Adopt An Ordinance Creating A Special Construction Project Entitled "Police Firing Range Renovations Project", Fund 342, Program 50, To Accumulate All Permitting And Construction Costs For The Renovation Project In The Amount Of \$127,000. (3rd & Final Reading 5/28/25)

Documents:

[CB 2505-29.PDF](#)

#### ACTION ITEMS:

(13) CB 2504-25 – 3rd & Final Reading - Adopt An Ordinance Creating A Special Improvements Project Entitled "Later Phase Eclipse Mill Park", Fund 308, Program 083, To Accumulate Construction Costs For The Eclipse Mill Park Project In The Amount Of \$4,400,000.

Documents:

[CB 2504-25.PDF](#)

(14) CB 2504-26 – 3rd & Final Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "WPCF FEN Meter Replacement" Fund 336, Program 048.

Documents:

[CB 2504-26.PDF](#)

(15) Award The Construction Contract For The Later Phase Eclipse Mill Park Project To Strider Construction Co. In The Amount Of \$3,634,393.

Documents:

[LATER PHASE ECLIPSE MILL PARK PROJECT BID AWARD.PDF](#)

#### BRIEFING:

(16) Adopt The 2025 – 2029 Consolidated Plan, Approve The Resolution Concerning 2025 Annual Action Plan, And Authorize The Mayor To Execute The 2025 Grant Agreement With HUD.

Documents:

[RES\\_2025 2029 CONSOLIDATED PLAN AND 2025 ANNUAL ACTION PLAN.PDF](#)

Executive Session

Adjourn

#### **PARTICIPATION IN REMOTE COUNCIL MEETINGS**

- Participate remotely via Zoom by registering to speak at [everettwa.gov/speakerform](https://everettwa.gov/speakerform). You must register no later than 30 minutes prior to the meeting. You may contact the Council office at 425.257.8703 or [aely@everettwa.gov](mailto:aely@everettwa.gov) and identify the topic you wish to address.
- Provide written public comments by email to [Council@everettwa.gov](mailto:Council@everettwa.gov) or mail to 2930

Wetmore Avenue, Suite 9A, Everett, WA 98201. Emailing comments 24 hours prior to the meeting will ensure your comment is distributed to councilmembers and appropriate staff.

- Persons seeking to comment on non-agenda items may be asked to submit the comments in writing if the comment does not address an issue of broad public interest.

## **AGENDAS, BROADCAST AND RECORDINGS**

- The Council agendas and meeting recordings can be found, in their entirety, at [everettwa.gov/citycouncil](http://everettwa.gov/citycouncil).
- Watch live meetings and recordings at [YouTube.com/EverettCity](https://www.youtube.com/EverettCity).

## **CONTACT THE COUNCIL**

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





Whereas the claims payable by check against the City of Everett for the period April 26, 2025 through May 2, 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:

Fund	Department	Amount
001	City Council	491.53
002	General Funds	19,664.04
003	Legal	139,717.54
004	Administration	9,889.65
005	Municipal Court	3,373.18
007	Human Resources	416.55
009	Misc Financial Funds	541,265.51
010	Finance	1,069.06
015	Information Technology	136.39
021	Planning & Community Dev	5,272.78
024	Public Works-Engineering	8,091.19
026	Animal Shelter	67.59
030	Emergency Management	122.22
031	Police	6,567.04
032	Fire	1,276.28
038	Facilities Maintenance	340.88
TOTAL GENERAL FUND		\$ 737,761.43

Fund	Department	Amount
101	Parks & Recreation	6,144.06
110	Library	13,894.73
112	Municipal Arts	3,500.00
119	Public Works - Str Imp	726.10
120	Public Works - Streets	5,363.58
126	MV-Equip. Replacement Re:	66,869.79
130	Develop & Const Permit Fee	80.00
138	Hotel/Motel Tax Fund	19,500.00
145	Cum Res/ Real Prop Acq.	4,500.00
146	Property Management	12,550.67
152	Cum Res/Library	20.02
153	Emergency Med Svc	14,364.06
155	Capital Reserve Fund	44.84
156	Criminal Justice	5,199.42
197	CHIP Loan Program	61.21
303	Public Works Impr. Projects	69,380.27
336	Water & Sewer Sys Improv I	2,819,549.92
342	City Facilities Const.	2,915.31
354	Parks Capital Const.	21,683.23
401	Public Works-Utilities	1,713,328.45
402	Solid Waste Utility	18,997.05
425	Public Works-Transit	220,918.56
430	Everpark Garage	23,997.88
440	Golf	32,820.00
501	MVD - Trans Services	310,309.72
503	Self-Insurance	295,333.80
505	Computer Reserve	286,526.04
508	Health Benefits Reserve	500.00
661	Claims	99,214.83
TOTAL CLAIMS		6,806,054.97

Councilperson introducing Resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Council President

**Project title:** CRAFTS Collective Bargaining Agreement

**Council Bill #** *interoffice use*

**Agenda dates requested:**

May 14, 2025

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☒ No

**Budget amendment:**

Yes ☒ No

**PowerPoint presentation:**

Yes ☒ No

**Attachments:**

2025-2027 CRAFTS CBA

**Department(s) involved:**

Human Resources

**Contact person:**

Kandy Bartlett

**Phone number:**

425-257-8767

**Email:**

kbartlett@everettwa.gov

**Initialed by:**

KB

Department head

Administration

Council President

**Project:** CRAFTS Collective Bargaining Agreement

**Partner/Supplier:** The Snohomish County Construction Crafts (CRAFTS)

**Location:** NA

**Preceding action:** NA

**Fund:** Multiple Funds

**Fiscal summary statement:**

The city negotiated the collective bargaining agreement with the Snohomish County Construction Crafts employees, (CRAFTS) for 2025-2027. A budget amendment will not be needed for this agreement.

**Project summary statement:**

The current collective bargaining agreement between the City and CRAFTS expired on December 31, 2024. Highlights of the successor agreement include:

- 3-year contract
- Wage adjustments:
  - 2025 – 3.8% COLA
  - 2026 - 100% CPI (min 2% and max 5%)
  - 2027 – 100% CPI (min 2% and max 5%) plus 1% market adjustment
- Market Salary Adjustment for Chief Inspector
- Added Lead Inspector to assist with daily supervision of Inspectors
- Increase clothing and safety boots premium consistent with AFSCME

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

Authorize the Mayor to sign the Collective Bargaining Agreement between the City and the Snohomish County Crafts employees for years 2025 through 2027.

**2025-2027**  
**LABOR AGREEMENT**  
  
**between**  
  
**CITY OF EVERETT, WASHINGTON**  
  
**and**  
  
**THE SNOHOMISH COUNTY CONSTRUCTION CRAFTS**

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## **LABOR AGREEMENT**

This Agreement is entered into by the City of Everett, Washington, hereinafter referred to as the "Employer" and The Snohomish County Construction Crafts, hereinafter referred to as the "Union." The Snohomish County Construction Crafts are The Pacific Northwest Regional Council of Carpenters, Electricians IBEW Local 191, and UA Local 26.

### **ARTICLE 1 - LEGALITY**

It is specifically understood and agreed that all provisions herein are subject to existing federal, state or local laws, and should any provision of this Agreement be found to be in violation of any federal, state or local law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

## ARTICLE 2 - NON-DISCRIMINATION

The City and the Union agree that they will not discriminate against any employee or applicant because of age, sex, race, creed, color, national origin, or the presence of mental, sensory or physical handicap unless it is a bonafide occupational qualification.

## ARTICLE 3 - EXCLUSIVE BARGAINING REPRESENTATIVE

The Employer agrees to recognize the Union as the exclusive bargaining representative for all persons in the job classifications listed in Article 6.

All new employees listed in Article 6 who begin employment with the City shall have the option to become members of the Union within thirty-one (31) days of hire date.

Upon Union's notification by the City of a new hire, the Union official shall, at no loss of pay, be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

The City upon receipt of said form will deduct each month Union dues and assessments from the employee's wages in the manner prescribed by law. The amount so deducted shall be mailed each month to the Union.

The City shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, the City shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the City that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with provisions of this Article. The City and the Union agree that this Article will be interpreted consistent with State and federal law.

## ARTICLE 4 - MANAGEMENT RIGHTS

### Section 1:

Any and all rights concerned with the management and operation of the City of Everett are exclusively those of the Employer unless otherwise provided by the terms of this Agreement. The Employer has the authority to adopt rules for the operation of the City and the conduct of its employees provided such rules are not in conflict with the provisions of this Agreement or with applicable law.

### Section 2:

The Employer has the right (among other actions) to discipline, temporarily lay-off, or discharge employees; to assign work and to determine duties of employees but not contrary to specific job description; to schedule hours of work; to determine the number of personnel to be assigned duty at any time; and to perform all other functions not otherwise expressly limited by this Agreement.

### Section 3:

The City may use administrative leave with pay as a means of placing employees in an off-duty capacity during times that they are otherwise scheduled to be on duty. Examples where administrative leave with pay may be used, if appropriate, would include, but not be limited to investigations or fitness for duty exams. Individuals on paid administrative leave must be available during their regular work schedule. Individuals on Paid Administrative Leave are not subject to unscheduled overtime or callout shifts. Employees on Paid Administrative Leave will earn their regular rate of pay, plus premiums they would have ordinarily received as part of their shift, such as pre-scheduled overtime and stand-by pay. If on Paid Administrative Leave for more than one week, overtime earned over the past year will be averaged in to the employee's pay while on Paid Administrative Leave.

## ARTICLE 5 - SAFETY COMPLIANCE

All employees covered by this collective bargaining agreement are expected to comply with W.I.S.H.A. (Washington Industrial Safety and Health Act) regulations and City policies and rules related thereto. Employees knowingly violating such policies, rules and regulations shall be subject to discipline, including suspension and discharge. No supervisor shall require any employee to go or be in any employment or place of employment which is not safe according to W.I.S.H.A. standards.



## ARTICLE 6 - SCHEDULE OF WAGES

### Section 1: Classifications

<u>RANGE NO.</u>	<u>CLASS NO.</u>	<u>JOB TITLE</u>
05-023	4230	Electrical Inspector
	4150	Building Inspector
	4340	Plumbing/Mechanical Inspector
05-024	4232	Electrical Inspector II
	4152	Building Inspector II
	4342	Plumbing/Mechanical Inspector II
05-026	4160	Lead Inspector
05-025	4170	Chief Inspector

Lead Inspector shall be paid 10% above an Inspector II

Chief Inspector shall be paid 20% above an Inspector II

### Section 2: 2025 Wage Schedule

Effective January 1, 2025, all employees covered by the Crafts bargaining contract will receive a cost of living adjustment of 100% of the CPI-U for Seattle/Tacoma/Bellevue for June to June, which is 3.8%. The wage schedule shall be:

<u>RANGE NO.</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>
05-023	9425	9802	10196
05-024	10707		
05-026	11778		
05-025	12848		

Effective January 1, 2026, all base wages will receive a COLA adjustment equal to 100% of the CPI\_U for June to June for Seattle/Tacoma/Bellevue, with a minimum of 2% and a maximum of 5%.

Effective January 1, 2027, all base wages will receive a COLA adjustment equal to 100% of the CPI\_U for June to June for Seattle/Tacoma/Bellevue, with a minimum of 2% and a maximum of 5%. Additionally, all ranges shall receive a 1.0% across the board market adjustment.

### Section 3: Auto Progression

Employees are eligible to progress from the Inspector to the Inspector II level based on the employee achieving of qualifications defined in the job description of the classification series, i.e. certification and years of service. Employees must successfully pass probation in each classification and cannot progress to the next classification if currently under a performance improvement plan.

The employee and/or supervisor shall be responsible to provide documentation validating that the specified qualifications of the higher classification have been met. The employee's Department Director will approve or deny the promotion based on their assessment of whether the employee has met all qualifications of the higher classification. The Director shall forward the applicable documentation to the Human Resources Department. The effective date of the classification progression shall be retroactive to the date the department director approved the promotion.

### Section 4: Temporary Lead Pay

Employees assigned to temporarily act as a Lead Inspector shall be paid 5% above the Inspector II classification.

### Section 5:

The resulting percentage increase shall be applied to the previous year's current base monthly wage in each classification. Calculations resulting in less than fifty cents to be rounded to the next lower dollar and any calculations resulting in fifty cents or more to be rounded to the next higher dollar.

### Section 6:

A. To provide a method of orderly transition from old salary schedules to new salary schedules, the following shall apply: Any employee whose base salary under a previous schedule is greater than the base salary provided in the current schedule shall continue to receive the previous base pay.

B. For purposes of computing longevity, vacation, retirement and layoff seniority, the employee's adjusted employment date shall be used. All credit toward longevity shall terminate upon the employee's voluntary termination from City Service. If an employee is laid off for budgetary reasons, the City is obliged to rehire such laid off employee for a period of one year with continuous services rights restored.

C. For determining advancement steps due after a promotion, the current appointment date of the promotion shall be the official appointment date to that classification.

D. An employee receiving a promotion shall receive not less than one (1) full salary step above that held in the previous grade.

E. A demoted employee shall be paid the highest step in their new pay range, but not more than the amount paid in the vacated position.

F. For all present employees the date of hire shall also be the adjusted employment date. The date of promotion shall be the current appointment date.

G. It is understood that there is a period of twelve (12) months at full-time employment between steps.

There is hereby adopted as part of the salary schedule a longevity schedule for full-time employees based on years of service as follows:

Section 7: Longevity

After completion of 4 years,	1.5% of base wage rate per month
After completion of 8 years,	2.0%
After completion of 12 years,	2.5%
After completion of 16 years,	3.0%
After completion of 20 years,	3.5%
After completion of 24 years,	4.0%
After completion of 28 years,	4.5%

## ARTICLE 7 - HOURS OF WORK AND WORKING CONDITIONS

### Section 1: Original Appointment Probationary Period

Newly hired employees shall be considered probationary employees for a period of six (6) months (or as otherwise designated by the Civil Service Commission), subject to the following:

- A. Said probationary period can be extended by the City for any time loss during the probationary period, up to the amount of actual time lost.
- B. If extenuating circumstances exist (other than set forth in A above), and the City provides the Union with documented justification for extending a probationary period, said probationary period can be extended for an additional thirty (30) calendar days.
- C. During the probationary period, or extended probationary period, the City may discharge any employee covered by this section of the Agreement at will, and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

### Section 2:

The employee's normal work week shall consist of forty (40) hours per week, Monday through Friday, unless otherwise agreed to by the Employer and the Union. The employee shall be paid overtime pay at a rate of one-and-one-half times said employee's regular straight time hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. The hourly straight time rate for each classified position shall be determined by dividing the annual salary by the actual number of working hours for any given calendar year.

An employee, subject to the approval of the department director or designee, may receive compensable time off in lieu of overtime pay at the rate of one-and-one-half hours for each hour worked. Accrued compensatory time may be used with the approval of the employee's supervisor. The maximum accumulation of compensatory time shall be 80 hours. Any accrual over 80 hours shall be paid as overtime.

The City shall endeavor to provide to the bargaining unit members an opportunity to increase job skills through attendance of the various classes/courses and seminars offered. The authorization for attendance shall be the sole discretion of the Department Head.

### Section 3: Rest Periods

Employees shall receive a fifteen (15) minute paid rest period for each four (4) hours, or major portion thereof, of their working time. With their supervisor's approval, employees may be authorized to take their breaks on an intermittent basis but may not exceed fifteen (15) minutes. An employee who does not receive a rest period will be compensated at the appropriate rate of pay for each missed rest period. Rest periods will generally be taken at job site.

### Section 4: Parking

The City agrees to negotiate the impacts of the planned move of bargaining unit employees to the Everett Municipal Building through the labor/management process.

## ARTICLE 8 - UNIFORMS and SAFETY SHOES

### Section 1:

The City of Everett shall furnish distinctive clothing (uniform) of the City's choice and design to all employees covered by this contract.

### Section 2:

Initial uniform issue to consist of a minimum of one (1) winter jacket, one (1) sport jacket or light jacket, five (5) trousers, five (5) shirts, two (2) ties, if needed, and one (1) pair of waterproof galoshes.

### Section 3:

Necessary replacement of worn articles shall be authorized at the discretion of the Department Head with cost being borne by the City.

### Section 4:

Dry cleaning costs for Inspector uniforms (jacket and trousers) shall be paid by the City and authorized by the Department Head. The procedure for payment of dry cleaning costs is to be worked out by the employees and the Department Head.

### Section 5:

Safety boots or shoes will be reimbursed for employee positions on the negotiated approved list up to an annual maximum amount of \$225.00. Safety boots and shoes must be worn in accordance with department policy and procedures. Any changes to the approved list shall be addressed in labor management.

## ARTICLE 9 - HOLIDAYS

The following days are hereby designated to be paid holidays for those persons in pay status on the day before and the day after the holiday.

### HOLIDAY

New Year's Day	Martin Luther King, Jr. Day
President's Day	Memorial Day
Independence Day	Juneteenth
Labor Day	Veteran's Day
Thanksgiving Day	Native American Heritage Day (Day After Thanksgiving Day)
Christmas Day	
Two Floating Holidays	

#### Section 1:

If a legal holiday falls on an employee's regularly scheduled day off, they shall be granted an additional day to be scheduled by mutual agreement between employee and employer within the same pay period.

#### Section 2:

If a holiday falls on Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

#### Section 3:

An employee must request their floating holidays at least ten (10) working days in advance. Management must accept or reject the date within five (5) working days of the request. Once accepted, it shall become a fixed holiday for that employee for that year. If the employee must work on that date at Management's request they will be paid the same as work on any other holiday.

#### Section 4:

If a holiday specified in this Agreement falls within the employee's actual vacation, the employee may add one extra day to their vacation time, such day to be scheduled by mutual agreement between employee and employer.

#### Section 5:

Holiday pro-ration for new hires:

Full time regular employees hired before October 1st will receive two floating holidays. Employees hired between October 1st and November 30th will receive one floating holiday. Employees hired after November 30th are not eligible for a floating holiday that year.





## ARTICLE 10 - VACATIONS

An annual vacation is of benefit to both the employee and the City and all employees should be requested to take an annual vacation.

### Section 1:

All City employees covered by this Agreement shall accrue vacation credit for each month of continuous service as shown on the table below:

#### VACATION CREDIT ACCRUED

<u>Continuous Service From Employee's Adjusted Employment Date</u>	<u>Number of Vacation Hours Per Year</u>
1st Year	96 hours
2nd Year	104 hours
3rd and 4th Years	112 hours
5th Year	120 hours
6th and 7th Years	128 hours
8th and 9th Years	144 hours
10th through 14th Years	160 hours
15th through 19th Years	184 hours
20th through 24 <sup>th</sup> Years	200 hours
25 <sup>th</sup> Year and Beyond	208 hours

"Continuous Service" shall be determined from the employee's date of hire/adjusted employment date when entering City employment.

### Section 2:

No employee shall have vacation credit accrual in excess of 240 hours at the time of their retirement/separation. Any employee separating from employment or retiring must use any vacation accrual in excess of 240 hours prior to termination/retirement or it will be lost to the employee.

No vacation accrual will be allowed in excess of two full years earned vacation. For purposes of this section, vacation accrual will be reported on a regular basis on the payroll warrant stub.

### Section 3:

Earned vacations may be requested by employees subject to approval by Department Heads.

### Section 4:

Employees will be granted accrued vacation at such time they are separated from City service up to a maximum of 240 hours.



## ARTICLE 11 - INSURANCE BENEFITS

### Section 1:

The City agrees to offer medical insurance that is acceptable to the City for employees and their eligible dependents (except part-time employees who work less than thirty (30) hours per week, and day laborers unless required by law). Employees shall have the option of three medical plans. Employees who enroll in Kaiser or the HMA Traditional Plan shall pay ten percent (10%) of the monthly premium. Employees who enroll in the HMA Consumer Driven Healthcare Plan (CDHP) shall pay 0% in 2023 and in 2024 members shall pay 5% of the monthly premium.

Employees that enroll in the CDHP will receive a City paid lump-sum contribution to an HRA/VEBA in the amount of \$1,200 for individual for \$2,400 for family coverage. Changes due to a qualifying event will be pro-rated for the remainder of the year.

Effective January 1, 2024, employees enrolled in the CDHP will receive quarterly contributions in their HRA/VEBA (paid at beginning of each quarter) in the amount of \$300 for individual coverage and \$600 for family coverage. Changes due to a qualifying event will be pro-rated for the remainder of the year.

#### Annual Whole Health Evaluation:

Employees enrolled in the CDHP will receive a HRA/VEBA contribution in the amount of \$200 for individual and \$200 for spouse or domestic partner upon completion of an Annual Whole Health Evaluation.

Employees enrolled in the traditional PPO Plan will receive a HRA/VEBA contribution in the amount of \$100 upon completion of an Annual Whole Health Evaluation.

### Section 2:

The City will provide for the employee \$1,000 life insurance per \$1,000 of annual salary, rounded to the next highest \$1,000 for the duration of this Agreement.

### Section 3:

The City will provide for the employee Accidental Death and Dismemberment coverage in an amount equal to that specified in Section 2 hereinabove, for the duration of this Agreement.

### Section 4:

The City agrees to provide a dental insurance plan that is acceptable to the City for employees and their eligible dependents. The annual maximum will be increased to \$2,000.

### Section 5:

The City will provide for the employee and the employee's legal dependents an optical insurance program which is acceptable to the City for the duration of this Agreement.

Section 6:

An employee who wishes to have the abovementioned group coverage must sign an authorization card to be kept on file with their payroll records. If they do not wish to participate, the employee must sign a waiver card for their file.

Section 7:

Employees receiving disability benefits by virtue of any law or ordinance now or hereafter enacted shall be entitled to sick leave pay only in the amount the same exceeds such benefits, but there shall be a full deduction from any sick leave accumulation.

## ARTICLE 12- SICK LEAVE

An employee's ability to work regularly and as scheduled is a requirement for continued employment. Sick leave is a form of disability insurance that is intended to assist in the prevention of financial loss during illness or incapacity.

### Section 1:

Employees shall accrue eight (8) hours of sick leave per month, and in no instance shall an employee receive less than one hour of paid sick leave for every 40 hours worked in accordance with state law. Employees that have reached their maximum accrual of 960 hours will continue to accrue 1 hour of sick leave for every 40 hours worked. Employees at year end shall be allowed to carry over a maximum of 960 hours (1000 in 2023). The Maximum cash-out at separation of employment shall not exceed twenty (20%) of 960 hours.

### Section 2:

Employees who, for any purpose, are granted leave of absence with pay shall continue to accrue sick leave during such leave of absence. Employees heretofore or hereafter laid off for reasons not discreditable to them and rehired within twelve (12) months, and employees granted leave of absence without pay shall not accrue sick leave during said lay off or leave of absence, but, upon resumption of active employment, shall have available the sick leave accrued at the time of such lay off or leave of absence.

### Section 3:

An employee shall be eligible to receive sick leave with pay for personal illness, injury or pre-approved medical, dental, or vision appointments of the employee or physical incapacity to such an extent as thereby to be rendered unable to perform the duties of their position. Sick leave may also be used for eligible dependents and family members in accordance with City Policy and State and Federal law. An employee that needs to use sick leave shall inform their department head or their designee, or cause the department head to be informed forthwith, that they are unable to report for duty and the reasons therefore as soon as the need is foreseeable.

### Section 4: Physician's Certification

Sick leave with pay for a period of four (4) days or more requires the presentation of a written statement by the employee's personal physician and/or physician representing the City, certifying that the employee was subject to restriction. An employee that believes obtaining verification for use of paid sick leave under the Washington Paid Sick Leave Law (WPSL) would result in an unreasonable burden or expense, should contact Human Resources.

### Section 5:

In using sick leave, only those days on which the employee would be required to report for work shall be considered. Sundays, holidays, and all other days on which the employee would not be required to report for work shall be disregarded. Upon the request of an employee who shall be absent for personal illness or incapacity and with the concurrence of the department head or their designee, days off may be charged against the vacation to which they may be entitled and such employee shall be paid therefore and the vacation allowance reduced accordingly. Employees will be granted pay in lieu of vacation at such time as they are separated from City employment, unless such separation occurs during the entrance probationary period or unless the employee quits without giving at least two weeks written notice.

#### Section 6:

Subject to the civil service rules, when applicable, the head of any department may discipline (including suspension or dismissal), any employee from City employment who fraudulently uses sick leave.

#### Section 7: Sick Leave While on Vacation

It is understood and agreed that sick leave is to be used only in circumstances where an employee is scheduled to work and is unable to do so because of personal illness or incapacity. Therefore, if an employee becomes ill or incapacitated once their vacation has commenced, vacation time will be deducted. However, if the employee notifies the Department Head or their designee prior to the commencement of the employee's vacation that said employee is ill or incapacitated, sick leave may be used for any days which the employee would have been scheduled for vacation. In such cases, the vacation will be cancelled and rescheduled if possible, at a time mutually agreeable to the City and the employee.

#### Section 8:

##### Sick Leave and Vacation Accrual While Receiving Industrial Insurance Benefits

It is understood and agreed that for the period in which an employee is receiving benefits pursuant to the Industrial Insurance Act, they shall not be entitled to accrual of sick leave and/or vacation time as set forth in Articles 10 and 12 of this Agreement. Provided, however, this section shall not prevent an employee from using sick leave or vacation benefits which have previously been earned to supplement the payment of industrial insurance benefits. For those hours of sick leave and/or vacation used to supplement industrial insurance benefits, the employee shall be entitled to accrue additional sick leave and/or vacation hours.

#### Section 9:

Employees who have successfully passed probation shall be allowed, upon voluntary separation, retirement or in situations of reduction in force from City employment, to receive a payment equal to twenty (20%) percent of the value of their then existing sick leave accrual balances.

## ARTICLE 13 - BEREAVEMENT LEAVE

When death occurs among members of an employee's immediate family, the employee, upon request to their department head, will be granted reasonably necessary time off to assist with funeral arrangements, if necessary, and to attend the funeral service, and will be compensated at their normal salary for the hours lost from their regular schedule, before or after the funeral, with the maximum of four (4) days allowance, if on pay status. Effective as of the date of execution of this Agreement, if required to travel beyond the distance of 300 miles to attend services, one (1) additional day will be allowed. This time off shall not be deducted from accumulated sick leave or vacation.

Effective as of the date of execution of this Agreement, the term "immediate family" is defined as:

- Spouse, state registered domestic partner (per RCW 26.60, et seq.), children of employee, children of spouse, or children of state registered domestic partner;
- Mother, father, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepbrother, or stepsister of employee or spouse or state registered domestic partner;
- Grandparents and grandchildren of employee or spouse or state registered domestic partner.

"Domestic partner" is defined for purposes of this article as the criteria outlined by the City's Domestic Partner resolution or the State Registry. Proof of criteria may be requested.

## ARTICLE 14 - SENIORITY

### Section 1:

Employees shall complete the applicable probationary period before they become regular employees entitling them to seniority rights.

### Section 2:

Seniority shall be computed using the adjusted employment date, subject to the applicable probationary period.

### Section 3:

Seniority shall be recognized in the same classification and job description of work and those having greater classification seniority shall be given preference as to work in the same position but shall not be in conflict with rules of Civil Service as it applies to a promotion.

### Section 4:

Seniority shall terminate by discharge from service or by voluntarily leaving the service of the Employer.

### Section 5:

It shall be understood and agreed that when there is a layoff or a reduction of force in a given position classification, the person with the least seniority in that position classification will move to the next lower position classification to which their seniority and line of progression entitles him/her, displacing the person with the least seniority in that lower position classification. Similarly, this displaced person moves down under the same procedure and so on until the excess person with the least seniority in a position classification is laid off. The layoff procedure shall follow the employee's line of progression from their entry level. Persons shall not bump below their entry level position.

Position clarification seniority shall be defined as time in service in the employee's current position classification plus time in service in any higher promotional position classification, if any.

### Section 6:

Temporary employees will not be used to an extent that would result in reduction of hours or layoff to regular full time employees.



## ARTICLE 15 - UNION OFFICIAL TIME OFF

### Section 1:

With reasonable advance notice to the supervisor, one (1) representative of the Union shall be permitted to attend annual budget hearings, grievance hearings and civil service meetings which are held during working hours. The time is not to be charged against the 30 hours described below. All other Union business, including but not limited to negotiations, grievance investigations and meetings with the City at the request of the Union shall be counted against the 30 hours described below.

### Section 2:

The allowable aggregate of such paid time off for all individuals shall not exceed 30 hours in one calendar year.

### Section 3:

Attendance by individual Union members at these or similar functions at the express request of the City shall not be counted toward the allowable 30 hours, but shall be considered and paid as a regular working day.

## ARTICLE 16 - GRIEVANCE PROCEDURE

### Section 1:

Grievance is defined as a cause (arising out of an alleged misinterpretation or misapplication of the terms of this Agreement) felt to afford reason for complaint. All grievances and responses from the grievance procedure shall be put in writing. The written grievance shall include, but is not limited to the following: the name of the grievant, the Article(s) and Section(s) misinterpreted or misapplied, the facts stating how the aforementioned were misinterpreted or misapplied, and the remedy sought.

In the event an employee elects to file a grievance concerning their employment status in civil service, the employee shall have the option of pursuing the grievance through either civil service or the provisions of this Article but limited to one or the other. The employee may at their own discretion pursue the alleged grievance without the Union's participation.

### Section 2:

Time periods between grievance steps may be extended by written mutual agreement of both parties.

**Step 1** An employee or Shop Steward who believe there is a grievance as defined above, shall discuss the matter with the Shop Steward(s) within five (5) working days of the alleged grievance. The Shop Steward shall present the grievance within three (3) working days to the Union Grievance Committee, who shall determine whether the grievance is justified. If, in the opinion of the Union Grievance Committee no grievance exists, no further action will be taken by the Union Grievance Committee. Working days, for the express purpose of this Article, are defined to be Monday through Friday, excluding holidays, Saturdays and Sundays.

**Step 2** If the Union Grievance Committee agrees that a grievance does exist, the Shop Steward and/or the aggrieved employee will present the grievance to the immediate supervisor, with a copy of the alleged grievance going to the Department Head during the same time period. A copy of such grievance shall be filed forthwith to the Human Resources Department.

**Step 3** If, within five (5) working days, the immediate supervisor has not settled the grievance, the Union Grievance Committee and/or the employee will submit the grievance to the Department Head.

**Step 4** If, within five (5) working days, the Department Head has not settled the grievance, the Union Grievance Committee and/or the employee will submit the grievance to the Mayor.

**Step 5** If, within ten (10) working days, the Mayor has not settled the grievance, the Union Grievance Committee and/or the employee will submit the grievance to an arbitration board to be determined in accordance with Step 6 of this Article. Notice of appeal must be made in writing and within ten (10) working days after the response.

Step 6           The Arbitration Board shall consist of one arbitrator who shall be requested from the Public Employment Relation Commission (PERC). If an Arbitrator from PERC is rejected by either party, then a request shall be submitted to the American Arbitration Association for a listing of five (5) professional arbitrators. The City and the Union representative will take turns striking names off the list until only one person remains on the list and that person shall become the arbitrator. A coin flip shall determine whether the City representative or the Union representative will strike the first name on the list. The committee will hold its first grievance meeting within five (5) working days after the selection of the arbitrator. The arbitrator shall render a decision within ten (10) working days after the initial meeting. The cost of arbitration shall be borne equally by both parties and each party shall pay its respective representatives' or attorneys' fees. The City and the Union agree that the decision of the Committee shall be final and binding upon both parties.

The arbitration board shall render its decision solely based on the interpretation and application and provisions of this Agreement and shall address only those issues raised in the written grievance. Neither the arbitration board nor any other person or persons involved in the grievance process shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

## ARTICLE 17 - SAVINGS CLAUSE - ORDINANCES

No ordinance granting any employee a benefit shall be changed during the term of this Agreement which would reduce the benefits to the employees, particularly as it applies to Articles 6, 7, 9, 10, 11, 12 and 13 of this Agreement.

## ARTICLE 18 - DURATION

This Agreement shall be effective as of the 1st day of January 2025 and shall remain in full force and effect through the last day of December 2027. Any one Article may be opened during the contract year if mutually agreed to by both parties; and, if agreement is not reached on the opened Article within thirty (30) days, the said Article will remain in force as written.

In witness whereof, the parties hereto have set their hands on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF EVERETT

CRAFTS UNION REPRESENTATIVES  
United Association, UA Local 26

\_\_\_\_\_  
CASSIE FRANKLIN, Mayor

\_\_\_\_\_  
Todd F. Taylor

ATTEST:

\_\_\_\_\_  
Date

\_\_\_\_\_  
MARISTA JORVE CITY CLERK

\_\_\_\_\_  
IBEW, Local Union 191

APPROVED AS TO FORM:

\_\_\_\_\_  
Craig Jones

\_\_\_\_\_  
Date

\_\_\_\_\_  
DAVID HALL, CITY ATTORNEY

\_\_\_\_\_  
Western States Regional  
Council of Carpenters

\_\_\_\_\_  
Date



## City Council Agenda Item Cover Sheet

**Project title:** Easement Agreement for Storm Water Drainage along a portion of Everett's Transmission Line #5 Property Located West of the 6400 block of South Machias Road in the City of Snohomish

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 05/14/2025  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**  
Yes X No

**PowerPoint presentation:**  
Yes X No

**Attachments:**  
Easement Agreement

**Department(s) involved:**  
Parks & Facilities  
Real Property  
Legal  
Utilities

**Contact person:**  
Bob Leonard

**Phone number:**  
425-257-8335

**Email:**  
bleonard@everettwa.gov

**Initialed by:**  
*RML*  
Department head

Administration

Council President

**Project:** Easement Agreement for Storm Water Drainage

**Partner/Supplier:** KB Homes/Barbara Wislen

**Location:** West of the 6400 block South Machias Road in the City of Snohomish

**Preceding action:** N/A

**Fund:** 401 – Utilities

**Fiscal summary statement:**

Fund 401 will receive \$3000 as compensation for the easement.

**Project summary statement:**

KB Homes and Wislen have received approval from the City of Snohomish to construct a 39 Lot Planned Residential Development on a site abutting Everett's Water Transmission Line #5 pipeline property in the vicinity of South Machias Road.

The proposed easement will allow the installation of a storm water pipe along the northernmost 15-feet of Everett's parcel to convey storm water runoff from the new development, across Everett's property, down to a public drainage system in South Machias Road.

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

Authorize the Mayor to sign the Easement Agreement for Storm Water Drainage along a portion of Everett's Transmission Line #5 property located west of the 6400 block of South Machias Road in the City of Snohomish.

When recorded return to:

City of Everett  
802 E. Mukilteo Blvd, Bldg. #100  
Everett, WA 98203

Reference No. of Related Document: N/A

Grantor: City of Everett  
Grantee: Barbara L. Wislen  
Abbreviated Legal: Ptn of SE ¼ of SE ¼ of Sec 6 Twp 28N Rge 6 E, W.M., all  
in Snohomish County, WA

Full Legal Descriptions on Exhibits A and B

Tax Parcel Numbers: 28060600403500 (Grantor Parcel);  
28060600403200 and 28060600403300 (Grantee Parcel)

**EASEMENT AGREEMENT  
(Storm Water Drainage)**

THIS EASEMENT AGREEMENT (Storm Water Drainage) ("**Agreement**") is made as of April 23, 2025 between the CITY OF EVERETT, a municipal corporation of the State of Washington ("**Grantor**" or "**Everett**"), and BARBARA L. WISLEN, an individual ("**Grantee**").

A. WHEREAS, Grantor owns certain land in the County of Snohomish, State of Washington, as further described in the attached **Exhibit A** (the "**Grantor Parcel**");

B. WHEREAS, Grantee owns certain land adjacent to the Grantor Parcel in the County of Snohomish, State of Washington, as further described in the attached **Exhibit B** (the "**Grantee Parcel**");

C. WHEREAS, the Grantee Parcel is intended to be subdivided and developed into a residential community, which shall be governed by an owners' association ("**Association**"); and

D. WHEREAS, Grantee desires certain rights and privileges over, under, through, across and upon a portion of the Grantor Parcel for the purpose of conveying storm water, and Grantor is willing to grant such rights, as further described below.

NOW, THEREFORE, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows.

1. **Grant of Easement.** Subject to the provisions of this Section 1 and the other provisions of this Agreement, Grantor hereby conveys and grants to Grantee, its successors and assigns, for the benefit of the Grantee Parcel, a permanent easement (the "**Easement**") to



construct, repair, operate and maintain storm water facilities as pre-approved by Grantor under this Section 1, including without limitation pipes, appurtenances, associated facilities and fixtures (collectively, the “**Drainage System**”), over, under, through, across and upon that portion of the Grantor Parcel described in the attached **Exhibit C** (the “**Easement Area**”), and depicted in the attached **Exhibit C-1**, along with the right of ingress and egress over the Grantor Parcel to access the Drainage System within the Easement Area in accordance with this Section 1 for the purpose of utilizing the Easement, and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases, and other encumbrances of record as of the recording of this Agreement, if any, relating to the Grantor Parcel.

a. **Use of Easement Area.** The Easement is non-exclusive. Grantor has the right to use and occupy, and to grant others the right to use and occupy, all or a portion of the Easement Area for any purpose consistent with this Agreement. Grantee shall use best efforts to minimize the impact to Grantor and the Grantor Parcel as a result of Grantee’s entry onto the Grantor Property.

b. **Compliance with Law.** Grantee will obtain all government permits, licenses, and approvals required for the construction of the Drainage System. Grantee agrees to comply in all material respects with all laws, rules, regulations, and requirements of all public authorities applicable to Grantee’s use of the Easement.

c. **Pre-Approval.** Grantor hereby approves the plans for the Drainage System set forth in the plans prepared by DR Strong Consulting Engineers, project number 23070, dated February 14, 2025 (“**Existing Approved Plans**”). Other than construction of the Drainage System in accordance with Existing Approved Plans or maintenance of such Drainage System within the Easement Area by Grantee or its agents or contractors (“**Pre-Approved Work**”), the plans and specifications for any new construction, work, or any other activity, shall be submitted in writing to Grantor. After initial completion of the Drainage System, any maintenance or other work that includes (i) alteration of the Drainage System not in accordance with the Existing Approved Plans or (ii) any excavation or (iii) any construction is not Pre-Approved Work. Except for the Pre-Approved Work, no construction, work, or activity by Grantee shall be commenced unless it can be demonstrated to the satisfaction of Grantor that such construction, work or activity does not and will not interfere Grantor’s use of Grantor’s Parcel. Approval of such construction, work or activity shall be given in writing by Grantor’s Real Property Manager, which approval is at Grantor’s sole discretion; PROVIDED, HOWEVER, any changes or revisions in the plans and specifications shall also be subject the prior approval of such person. Grantor’s review of plans and specifications under this Agreement shall not be deemed to impose any duty or obligation on Grantor to determine the adequacy or sufficiency of plans and specifications, or whether such construction, work or activity is in conformance with applicable plans, codes and regulations. Further, approval by Grantor for construction, work or activity shall not in any manner be considered as imposing any obligation, duty or liability upon Grantor as to the safety or propriety of such construction, work or activity.

d. **Removal of Improvements.** In the event Grantee places any improvements or excavates within the Easement Area without first having obtained Grantor’s



prior written approval described above, Grantee shall cease all such activity and immediately remove any and all such improvements and restore the Easement Area. In the event Grantee fails to obtain Grantor's prior written approval, Grantee hereby authorizes Grantor to remove any and all such unapproved improvements placed or constructed therein and to restore the Easement Area, and Grantee indemnifies and holds Grantor, its officers, employees and agents harmless from damage caused to such improvements arising out of or related to removal and restoration. Grantee further agrees to pay Grantor for any and all costs incurred by Grantor in removing unapproved improvements. Failure to pay such costs within 30 days after written demand therefor is a default entitling Grantor to default remedies under subsection (l) below. This right is in addition to any other right Grantor may have at law or in equity.

e. **Access Coordination.** Prior to Grantee conducting any activity within the Easement Area or accessing the Grantor Parcel, other than with respect to the Pre-Approved Work, Grantor shall notify Grantor in advance and obtain prior written approval from Grantor's Real Property Manager, which is at Grantor's sole discretion.

f. **No Warranty/Release.** Grantor makes no warranties of any kind, express or implied, to Grantee concerning the condition of or title to the Easement Area or Grantor Parcel. Grantee hereby accepts the Easement Area AS IS, WHERE IS, without any warranties, including but not limited to fitness for a particular purpose. Except to the extent of Grantor's intentional misconduct or gross negligence, Grantee hereby assumes all risk and liability of its use of the Easement Area and the exercise of its rights under this Agreement. Except to the extent of Grantor's intentional misconduct or gross negligence, Grantee hereby unconditionally, irrevocably, and forever discharges, waives, and releases Grantor from any and all damages, costs, expenses, liabilities, suits and claims, of any nature whatsoever arising from the grant, condition, or use of the Easement Area by Grantee or its invitees, licensees, employees, contractors, or agents.

g. **Insurance.** During all times when Grantee is conducting construction or excavation of other similar activity, Grantee or Grantee's contractor shall keep and maintain in full force and effect the following policy, which shall be endorsed as needed to provide that the insurance afforded by the policy is primary and that all insurance or self-insured retention carried or maintained by Grantor is strictly excess and secondary and shall not contribute with Grantor's liability insurance:

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

The insurance policy required under this Section shall be with companies having a rating according to Best's Insurance Key Rating Guide for Property – Casualties of no less than A-Class VIII. The policy shall provide that it is not subject to cancellation, lapse or reduction in coverage except after thirty (30) days' written notice to Grantor. Grantee shall deliver to Grantor, prior to any use of the Easement Area and from time to time thereafter, at Grantor's request, certificates evidencing the existence and amounts of such policy and copies of such insurance policy. Receipt by Grantor or the Grantor's designee of any certificate or other insurance document showing less coverage than required is not a waiver of Grantor's



obligations to fulfill the requirements of this subsection. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Grantor's obligations to fulfill the requirements of this Section. Grantor may from time to time increase the limits of insurance required under this Section. If Grantee fails to maintain the insurance required hereunder within 30 days after written demand therefor, then such failure is a default entitling Grantor to default remedies under subsection (l) below.

h. **Relocation.** Grantor from time to time may require relocation by Grantee of the Drainage System and any other Grantee improvement to a different location on the Grantor Parcel upon one-year prior written notice to Grantee. Upon receipt of such notice, Grantee at Grantee's sole cost shall relocate the Drainage System and other improvements as required under the notice. The parties will then execute and record an amendment to this Agreement reflecting the new Easement Area. Failure to complete such relocation as required by the notice entitles Grantor to default remedies under subsection (l) below.

i. **Restoration.** To the extent that the Grantor Parcel is disturbed and/or damaged by Grantee's exercise of its rights hereunder, Grantee shall restore the condition of the Grantor Parcel as nearly as reasonably possible to its existing condition prior to such exercise. If Grantee fails to so restore, Grantee further agrees to pay Grantor for any and all costs incurred by Grantor in accomplishing restoration. Failure to pay such costs within 30 days after demand is a default entitling Grantor to default remedies under subsection (l) below.

j. **Indemnification.** To the maximum extent allowed by law, Grantee shall release, indemnify, hold harmless, and defend Grantor and its officers, employees and agents from and against any and all liability, loss, damage, cost, expense, actions and claims, including costs and reasonable attorney's fees incurred by Grantor or its officers, employees and agents in defense thereof, arising directly or indirectly out of this Agreement or the Drainage System. This subsection does not require Grantee to indemnify and hold harmless Grantor against liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the sole negligence of Grantor or its officers, employees and agent; provided, that if such liability is caused by or results from the concurrent negligence of (A) Grantor or its agents, successors or assigns, and (B) Grantee or its officers, employees or agents, the foregoing indemnity shall be valid and enforceable to the maximum extent permitted by law. Grantee specifically and expressly as to Grantor waives any immunity under Industrial Insurance, Title 51 RCW, and acknowledges that this waiver has been mutually negotiated by the parties. This subsection survives termination or expiration of this Agreement.

k. **Hazardous Materials.**

(1) Grantee shall not cause or permit any storage, use, sale, release, generation or disposal of any Hazardous Materials (as defined below) in, on or about the Easement Area or Grantor's Parcel, except that Grantee may use Hazardous Materials in de minimus amounts accordance with all Environmental Laws as necessary to construct, maintain and operate the Drainage System. Grantee further covenants and agrees that at all times Grantee shall comply with all applicable Environmental Laws (as defined below), now or hereafter in effect, regulating Grantee's use of the Easement Area and Grantor's Parcel. Failure to so comply is a default entitling Grantor to default remedies under subsection (l) below.



(2) **“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.

(3) **“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).

(4) All portions of this subsection shall survive the expiration or termination of this Agreement.

1. **Grantor’s Default Remedies.** Upon default, Grantor may deliver to Grantee a written notice of default. Grantee’s failure to cure such default within ninety (90) days after receipt of the notice (or if such default cannot reasonably be cured within 90 days, if Grantee fails to promptly commence and diligently pursue such cure to completion) shall entitle Grantor to deliver a notice of imminent termination, which will provide an additional 30-day time period to cure (or such longer time period as Grantor may allow in writing under Grantor’s sole discretion) and will provide that, unless the default is cured within such additional time period, the Grantor may record a termination of easement. This Agreement and the Easement hereunder terminate upon such recording of the termination of easement.

2. **City of Snohomish Provisions.**

a. Grantor, by execution of this Agreement, acknowledges that the benefits of this Agreement inure to Grantee, downstream property owners, and the general public, and that the City of Snohomish (the **“City”**), as third-party beneficiary of this Agreement, has the right, but not the obligation, to enforce this Agreement against Grantee on behalf of downstream property owners and the general public. The City requires this Agreement to protect private and public property, private and public drainage infrastructure, and the natural resources of downstream property owners and the general public.

b. Grantee hereby covenants to perform regular maintenance upon the drainage facilities installed, or to be installed, upon the Grantor Parcel within the Easement Area. Regular maintenance shall include, at a minimum, annual inspection of the storm water conveyance system pipes, ditches, swales, and catch basins; storm water flow regulation system detention ponds, vault, pipes, retention ponds, flow regulation and control structures; infiltration systems and water quality control system, in each case as applicable to the Drainage System. The scope of this covenant and right of entry shall be adequate to provide for the access, inspection, and maintenance of the Drainage System, and shall be subject to the following terms and conditions:

i. The City shall have the perpetual right of entry across the Easement Area for purposes of inspecting, auditing, or conducting required maintenance of the drainage facility.

ii. If City inspection determines that maintenance of the Drainage System is not being performed by Grantee, the City shall endeavor to provide Grantee reasonable advance notification of the need to perform the maintenance and a reasonable opportunity for Grantee to perform it. If Grantee fails to complete the required maintenance within a reasonable time period, City shall have the right to perform or contract with others to perform it at the sole expense of the Grantee. If the City in its sole discretion determines that an imminent or present danger exists, required maintenance and/or repair may begin immediately at Grantee's expense without prior notice to Grantee. In such event, the City shall provide Grantee with a written statement and accounting of all work performed and the fees, charges, and expenses incurred in making such repairs. Grantee shall agree to reimburse the City or pay City's vendors directly for all reasonable fees, charges, and expenses identified in the City's statement.

iii. If the City is required to act as a result of Grantee's failure to comply with this covenant, the City may remove any obstructions and/or interferences that in the sole opinion of the City impair the operation of the Drainage System or the maintenance thereof. Grantee agrees to hold the City, its officers, employees, and agents harmless from any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees, incurred by the removal of vegetation or physical interference from the Drainage System following Grantee's failure to comply with this covenant.

iv. When exercising the maintenance provisions of the covenant, in the event of nonpayment, the City may bring suit to recover such costs, including attorney's fees, and upon obtaining a judgment, such amount shall become a lien against the property of the Association as provided in RCW 4.56.190.

v. City acknowledges and agrees that the City's rights under this Section 2 are solely against Grantee and not Grantor. In no event does Grantor have any obligation to operate or maintain the Drainage System. In no event does the City under this Agreement have any right to lien the Grantor Parcel.



3. **Association.** Grantee has the right to transfer this Agreement, or its rights and/or obligations under this Agreement, to the Association and, upon the assumption by the Association of all obligations under this Agreement, Grantee shall be relieved of the obligations under this Agreement accruing from and after the date of such assumption and the Association shall be deemed a successor and assign pursuant to Section 4 herein. In order to be effective, such assignment to and assumption by the Association may be evidenced in the recorded CC&Rs for the Grantee Parcel, the recorded plat for the Grantee Parcel, or other recorded agreement, and Grantee shall thereafter provide a copy of such recorded document to Grantor. The Association is authorized to execute any amendments to this Agreement on behalf of all individual lot owners within the Grantee Parcel.

4. **Miscellaneous.**

a. **Runs with the Land.** The Easement and rights granted by this Agreement are appurtenant to and run with the land with respect to the Grantor Parcel and the Grantee Parcel (each, a "**Parcel**"). Upon conveyance of a Parcel, or any portion thereof, the conveying Party will be released from any further rights and obligations under this Agreement with respect to such portion of the Parcel accruing from and after the date of conveyance.

b. **Assumption of Maintenance Obligations.** The Obligations of Grantee or the Association under Section 2 of this Agreement shall automatically terminate if ownership and maintenance of the Drainage System is assumed by the City of Snohomish or other public entity or utility.

c. **Recitals.** The Recitals above are hereby incorporated into this Agreement.

d. **Invalidity.** If any term in this Agreement is to any extent invalid or unenforceable, the remainder of this Agreement will not be affected, and each other term will be enforceable to the fullest extent permitted by law.

e. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which, together, will constitute one and the same instrument.

f. **Governing Law.** This Agreement will be governed by the laws of the State of Washington.

g. **Headings.** Headings in this Agreement are for convenience only and will not define or limit the terms hereof. This Agreement will be construed according to its ordinary meaning and will not be strictly construed for or against any Party.

h. **Notices.** Unless otherwise provided in this subsection (h), notice shall be by first class U.S. Mail, postage prepaid. The notice address for Grantor is: Real Property Manager, City of Everett, 802 E. Mukilteo Blvd, Bldg. #100, Everett, WA 98203. The notice address for Grantee is KBHPNW LLC, 320 120<sup>th</sup> Ave NE, Suite 202, Bellevue, WA 98005. The notice address for the Association shall be the Association's registered agent as shown on the Washington Secretary of State's website, or such other address provided in writing to Grantor by certified mail to Grantor containing a copy of this Agreement. Failure of the Association to maintain a registered agent or

provide another notice address to Grantor allows Grantor to deliver notice to any building in the Grantee Parcel, which shall be deemed notice to the Association under this Agreement. Notice is deemed received three days after mailing or delivery, as applicable.

[Remainder of page intentionally left blank.]

DATED this \_\_\_\_\_, 2025

**Grantor:**

CITY OF EVERETT, a municipal corporation of the State of Washington

By: Cassie Franklin  
Title: Mayor

STATE OF WASHINGTON }  
COUNTY OF SNOHOMISH } ss.

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that \_\_\_\_\_ signed this  
instrument, on oath stated that \_\_\_\_\_ was authorized to execute the instrument and acknowledged  
it as the \_\_\_\_\_ (title) \_\_\_\_\_ of the City of Everett to be the free and voluntary act of such  
party for the uses and purposes mention in the instrument.

DATED \_\_\_\_\_, 2025.

(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_.  
My commission expires: \_\_\_\_\_.

[Signatures continue on following page.]

Barbara L. Wislen  
BARBARA L. WISLEN, an individual

I certify that I know or have satisfactory evidence that Barbara L. Wislen is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mention in the instrument.

A circular notary seal for Ronia I. Karlsten, a Notary Public in the State of Washington. The seal features the text "RONIA I KARLSTEN" at the top, "COMMISSION EXPIRES" on the right, "NOTARY PUBLIC" in the center, and "STATE OF WASHINGTON" at the bottom. The commission number "162615" and the expiration date "11-08-28" are also included. The seal is surrounded by a decorative border of small, repeating "S" shapes.

Ronia Karlsten  
RONIA KARLSTEN  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of Washington  
residing at MUKILTEO, WASHINGTON  
My commission expires: 11/08/2028



## **Exhibit A**

### **Grantor Property**

The North 231 feet of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter, less the West 66 feet thereof, together with the East 165 feet of the South 100.5 feet of the North 331.5 feet of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter, all less county road and subject to right-of-way easement to the United States of America, all in Section 6, Township 28 North, Range 6 East, W.M.

Situate in the County of Snohomish, State of Washington.

## **Exhibit B**

### **Grantee Property**

The West 726 feet of the North half of the Southeast Quarter of the Southeast Quarter and the North 165 feet of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter, all in Section 6, Township 28 North, Range 6 East, W.M., in Snohomish County, Washington.

Less the West 40 feet thereof conveyed to the County of Snohomish for road.

Excepting therefrom that portion of the Southeast Quarter of the Southeast Quarter of Section 6, Township 28 North, Range 6 East, W.M., in Snohomish County, Washington, described as follows:

Beginning at the Southwest corner of Lot 4, NORTH RIDGE, according to the plat thereof recorded in volume 22 of plats, Page 4, records of the County of Snohomish, State of Washington;

Thence perpendicular to the South line of said Lot 4 and the North line of the Southeast Quarter of the Southeast Quarter of said section 6, South  $00^{\circ} 33' 54''$  West a distance of 6.30 feet;  
Thence parallel with the South line of said Lot 4 and the North line of said Southeast Quarter of the Southeast Quarter, South  $89^{\circ} 26' 06''$  East a distance of 89.12 feet;  
Thence perpendicular to the South line of said Lot 4 and the North line of said Southeast Quarter of the Southeast Quarter, North  $00^{\circ} 33' 54''$  East a distance of 6.30 feet to the Southeast corner of that parcel as described in statutory Warranty Deed recorded under Auditor's File Number 201502090277, records of Snohomish County, Washington;  
Thence along the South line of said Lot 4 and the North line of said Southeast Quarter of the Southeast Quarter, North  $89^{\circ} 26' 06''$  West a distance of 89.12 feet to the Point of Beginning;

Situate in the County of Snohomish, State of Washington.

## **Exhibit C**

### **Legal Description of Easement Area**

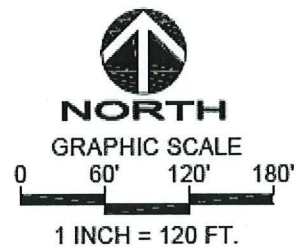
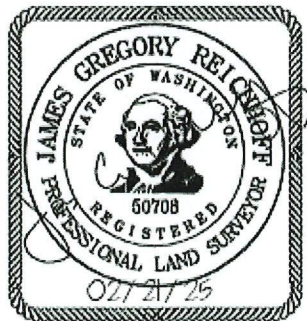
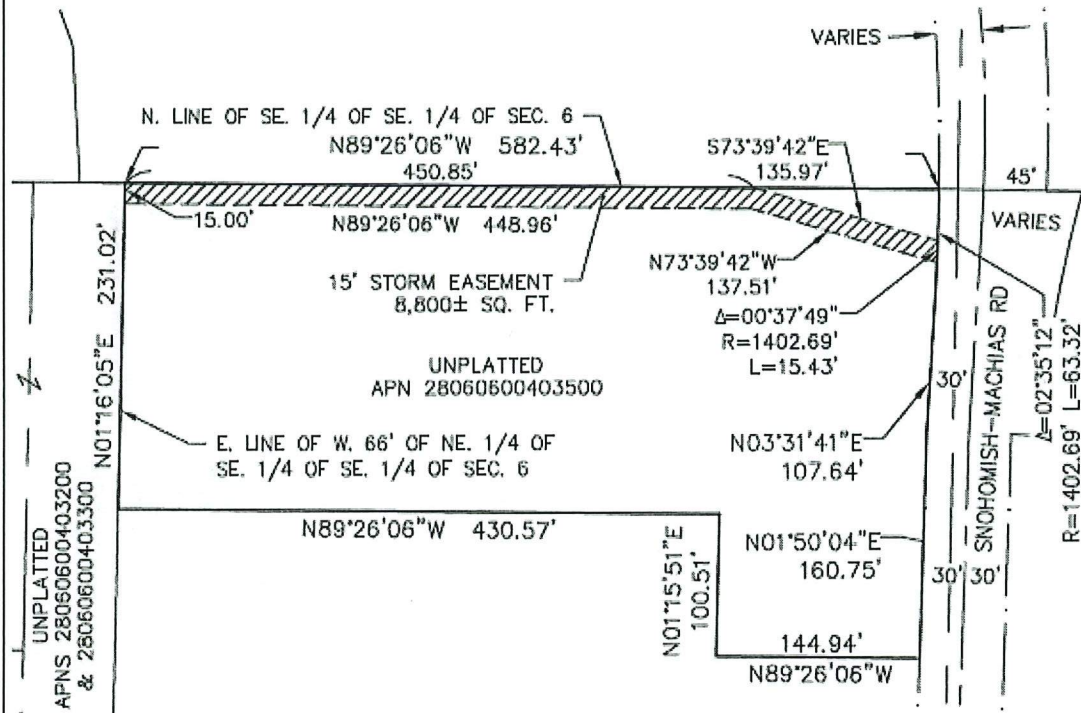
A 15 FOOT WIDE STORM EASEMENT OVER, ACROSS AND UNDER THAT PORTION OF THE PARCEL AS DESCRIBED IN ATTACHED EXHIBIT "A", THE NORTH LINE OF WHICH IS DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF SAID PARCEL;  
THENCE ALONG THE NORTH LINE OF SAID PARCEL AND THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 6 EAST, W.M., SOUTH 89°26'06" EAST A DISTANCE OF 450.85 FEET;  
THENCE SOUTH 73°39'42" EAST A DISTANCE OF 135.97 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY MARGIN OF SNOHOMISH-MACHIAS ROAD, AND THE **TERMINUS** OF SAID NORTH LINE;

THE SIDE LINES OF SAID EASEMENT ARE INTENDED TO BE EXTENDED OR TRIMMED TO TERMINATE AT THE WEST LINE OF SAID PARCEL AND SAID WESTERLY RIGHT OF WAY MARGIN OF SNOHOMISH-MACHIAS ROAD.

SAID STORM EASEMENT CONTAINS 8,800 SQUARE FEET, MORE OR LESS.

EXHIBIT C-1  
DEPICTION OF STORM EASEMENT



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**EXHIBIT C-1**  
**15' STORM EASEMENT**  
**APN 28060600403500**



**D.R. STRONG**  
CONSULTING ENGINEERS  
ENGINEERING PLANNING SURVEYING  
601 THURSTON AVENUE, SUITE 200  
OLYMPIA, WA 98513  
www.drseng.com

PROJECT SURVEYOR: JGR  
DRAFTED BY: JGR  
FIELD BOOK: N/A  
DATE: 02-21-2025  
PROJECT NO: 23070  
SHEET 1 OF 1

**Project title:** Donation from Petco Love in the Amount of \$20,000 into the Fund for the Animals

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 5/14/2025  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**  
Yes X No

**PowerPoint presentation:**  
Yes X No

**Attachments:**

**Department(s) involved:**  
Parks & Facilities  
Animal Services

**Contact person:**  
Bob Leonard

**Phone number:**  
425-257-8335

**Email:**  
bleonard@everettwa.gov

**Initialed by:**  
*RML*  
Department head

Administration

Council President

**Project:** Petco Love donation to the Everett Animal Shelter

**Partner/Supplier:** N/A

**Location:** N/A

**Preceding action:** N/A

**Fund:** 151 "Fund for the Animals"

**Fiscal summary statement:**

Donation into the Fund for the Animals, Fund 151 of \$20,000.

**Project summary statement:**

The Everett Animal Shelter received a \$20,000 donation from national nonprofit Petco Love, in support of their lifesaving work for animals in Snohomish County.

Petco Love is a national nonprofit leading change for pets by harnessing the power of love to make communities and pet families closer, stronger, and healthier. Since its founding in 1999, Petco Love has invested nearly \$410 million in adoption and other lifesaving efforts. Petco Love also helps find loving homes for pets in partnership with Petco and more than 4,000 organizations — like the Everett Animal Shelter — across North America, with nearly 7 million pets adopted and counting.

The Fund for the Animals (Fund 151) is a cumulative reserve fund that benefits the animals. This generous donation to the Fund for the Animals will help pay for veterinary care and other services to directly help animals at the Everett Animal Shelter.

All gifts to the city in excess of \$10,000 must be approved by city council. Pursuant to EMC 2.105.020(B), the Mayor is authorized to conditionally accept this gift, and council shall, by motion, approve or reject the mayor's acceptance.

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

Approve the Mayor's acceptance of a donation from Petco Love in the amount of \$20,000 into the Fund for the Animals.



**Project title:** An Interlocal Agreement with Snohomish County for \$120,000 in 2025 REET 2 Funding to Install up to Six Lights at Lions Park

**Council Bill #****Agenda dates requested:**

Briefing  
Proposed action  
Proposed action  
Consent 05/14/2025  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Interlocal Agreement with  
City of Everett and  
Snohomish County

**Department(s) involved:**

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:** Lions Park Sport Court

**Partner/Supplier:** Snohomish County

**Location:** 7530 Cascade Dr, Everett, WA 98201

**Preceding action:** None

**Fund:** Snohomish County Amended Ordinance 24-081 (Reet II Funds)

**Fiscal summary statement:**

The Snohomish County Council approved REET 2 funding, available for local county entities, to share in the cost of capital improvement projects throughout the county. The County has awarded the City of Everett \$120,000 in 2025 REET 2 funding to be applied towards installing up to six lights at Lions Park.

**Project summary statement:**

Lions Park, an important community greenspace in the Pinehurst-Beverly Park Neighborhood, will receive up to six (6) lights to be installed for added safety in the park. This new Park asset will be realized with the financial support of Snohomish County through this 2025 Interlocal Agreement.

The anticipated start of construction is fall 2025.

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

Authorize the Mayor to sign an Interlocal Agreement with Snohomish County for \$120,000 in 2025 REET 2 funding to install up to six lights at Lions Park.

## **INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF EVERETT LIGHTING FOR LIONS PARK PROJECT**

This INTERLOCAL AGREEMENT (the “Agreement”), is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF EVERETT, a Washington municipal corporation (the “City”), collectively the “Parties,” pursuant to chapter 39.34 RCW.

### **RECITALS**

**A.** The 2024 Snohomish County Parks and Recreation Element, a component of the Snohomish County Growth Management Act Comprehensive Plan, has documented a County-wide need for a wide variety of recreational facilities; and

**B.** The County Executive and the County Council have determined that it is consistent with the Snohomish County Parks and Recreation Element and is in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity; and

**C.** Amended Ordinance 24-081, included \$1,600,000 of REET II funds, collected pursuant to chapter 82.46 RCW, to be split equally between the five council districts for Council/City Partnership Projects; and

**D.** The County Council adopted benchmarks for Council/City Partnership Projects through Motion 23-259; and

**E.** Pursuant to the adopted benchmarks, the Council identified various projects for inclusion in the Council/City Partnership Projects; and

**F.** One of the identified Council/City projects is the City’s Lighting for Lions Park Project (“the Project”) which will add up to six additional lights at Lions Park; and

**G.** Snohomish County has agreed to provide ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000) of REET II funds (the “Funds”) in support of the Project; and

**H.** The City has provided the following: copy of submission form for County funds (Attachment A, attached hereto and incorporated herein by reference); proof of City’s ownership of the Project property (Attachment B, attached hereto and incorporated herein by this reference); relevant portions of the City’s Capital Facilities Plan (“CFP”) identifying the Project (Attachment C, attached hereto and incorporated herein by this reference); and proof of insurance (Attachment D, attached hereto and incorporated herein by this reference); and

**I.** Pursuant to this Agreement, the County wishes to provide, and the City wishes to accept, the above-described Funds from the County.

### **AGREEMENT**

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH  
COUNTY AND THE CITY OF EVERETT LIGHTING FOR  
LIONS PARK

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

**1. Purpose of Agreement.**

This Agreement is authorized by and entered into pursuant to chapter 39.34 RCW. The purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County's provision of the funds to the City's Project located at 7530 Cascade Drive, Everett WA 98203 (the "Property").

**2. Effective Date and Duration.**

This Agreement shall take effect when it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2027, unless earlier terminated pursuant to the provisions of Section 12 below; PROVIDED HOWEVER, that each party's obligations are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

**3. Administrators.**

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

County's Initial Administrator:

Rich Patton, Parks Manager  
Snohomish County Parks & Recreation  
6705 Puget Park Drive  
Snohomish, Washington 98296  
(425) 388-6614 phone  
Rich.Patton@snoco.org

City's Initial Administrator:

Lolly Huggins, Capital Projects Coordinator  
City of Everett Parks and Facilities  
802 East Mukilteo Blvd  
Everett, WA 98203  
425-512-2057  
LHuggins@everettwa.gov

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

**4. Project Performance.**

4.1 Certification of Real Property Interest. The City certifies to the County that the City owns the Property, as evidenced by Exhibit B, and additional real property or easements are not needed to complete the Project.

4.2 City's Financial Commitment. The City certifies to the County that the City will



have sufficient monies to complete the Project by the Project deadline identified in Section 4.4 below (the “City’s Financial Commitment”) and that the Project was included in the City’s CFP as evidenced by Attachment C.

4.3 Project Completion. The City shall complete the Project as detailed in Attachment A.

4.4 Project Deadline. On or before December 31, 2027, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

4.5 Recognition of County as Financial Sponsor. The City shall recognize the County as a financial sponsor of the Project as follows:

4.5.1 Upon completion of the Project or dedication of the completed Project, whichever comes first, the City shall install at the Project site a plaque in a form approved by the County that indicates that the County is a financial sponsor of, or contributor to, the Project;

4.5.2 The City shall invite the County to all events promoting the Project and recognize the County at all such events as a financial sponsor of the Project;

4.5.3 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.6 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and the Property. The County makes no commitment to support the Project or Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project or Property except as expressly set forth in this Agreement.

4.7 Availability to County Residents. The City shall make the Property available to all County residents on the same terms as it is available to residents of the City.

## **5. Invoicing and Payment.**

5.1 Invoicing. Within thirty days of final completion of the Project or by December 31, 2027, whichever occurs first. The City shall submit to the County one invoice on City letterhead requesting disbursement of the Funds for the Project. The invoice needs to include name and address of City, name and the address of who the invoice is addressed to (the County), the date, the amount being requested for reimbursement, and the name of the project being funded. Invoices shall provide line-item detail for materials, labor, and overhead. Backup documentation should include of copies of invoices paid by the City to contractors/consultants for the work performed, which covers the full amount being requested for reimbursement and proof of payment on those invoices. Additionally, providing progress photos of the site is strongly recommended with prior, during, and after completion photos.

5.2 Payment. Unless the County delivers to the City written notice disputing the amount of a particular line item, within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to Section 5.1, the County shall remit to the City an amount not to exceed One Hundred Twenty Thousand Dollars. In the event the total costs of the Project is less than \$120,000, the County shall only remit those fund necessary to pay the submitted invoice in full unless otherwise disputed as provided in this Section 5.2.

5.3 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including chapter 40.14 RCW.

5.4 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of six (6) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

5.5 Audit and Repayment. The City shall return Funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:

5.5.1 If overpayments are made; or

5.5.2 If an audit of the Project by the State or the County determines that the Funds have been expended for purposes not permitted by the REET II statute, the State, the County, or this Agreement.

In the case of 5.5.1 or 5.5.2, the County shall make a written demand upon the City for repayment, and the City shall be obligated to repay to the County the Funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the City may be exercised as often as necessary to recoup from the City all funds required to be returned to the County.

The City is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

**6. Independent Contractor.** The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

**7. Indemnification/Hold Harmless.**

The City shall assume the risk of liability for damage, loss, costs, and expense arising out of the activities under this Agreement and all use of any improvements it may place on the

Property. The City shall hold harmless, indemnify, and defend the County, its officers, elected and appointed officials, employees, and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury, or disability to, or of, any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of, or in connection with, the acquisition or use of the Property and this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of City, and City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

## **8. Liability Related to City Ordinances, Policies, Rules and Regulations.**

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

## **9. Insurance.**

The City shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, exercise of the rights and privileges granted by this Agreement, by the City, its agents, representatives, and employees/subcontractors. The cost of such insurance shall be paid by the City.

9.1 Minimum Scope and Limits of Insurance. General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

9.2 Other Insurance Provisions. Coverage shall be written on an "Occurrence" form. The insurance policies required in this Agreement are to contain or be endorsed to contain the County, its officers, officials, employees, and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Agreement.

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required as evidenced by Attachment D.

9.4 Self-insured Status. If the City is self-insured, in lieu of the insurance required in this Section 9, the City shall, upon request of the County, provide the County a letter certifying the City's self-insurance program.

## **10. Compliance with Laws.**

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

## **11. Default and Remedies.**

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

## **12. Early Termination.**

12.1 30 Days' Notice. Except as provided in Section 12.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days' advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination for Breach. In the event that the City fails to complete the Project by December 31, 2027, and/or otherwise commits a Default as described in Section 11, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

## **13. Dispute Resolution.**

In the event differences between the Parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful or if a party waives mediation, either of the Parties may institute legal action for specific

performance of this Agreement or for damages.

**14. Notices.**

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

**15. Miscellaneous.**

15.1 Entire Agreement; Amendment. 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 executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

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

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

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

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

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

15.10 No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth under their signatures below, and effective as of the date of the last party to sign.

**County**

SNOHOMISH COUNTY

**City**


CITY OF EVERETT

By \_\_\_\_\_  
Title: County Executive Date

By \_\_\_\_\_  
Cassie Franklin, Mayor Date

**Approved as to Form:**

Marsh,  
George

 Digitally signed by Marsh,  
George  
Date: 2025.04.11  
07:04:15 -07'00'

\_\_\_\_\_  
Deputy Prosecuting Attorney Date

**Approved as to Form:**

\_\_\_\_\_  
Office of the City Attorney Date

# ATTACHMENT A - SUBMITTAL FORM

## SNOHOMISH COUNTY PARTNERSHIP PROJECTS

**OVERVIEW:** Funding is available through Snohomish County's Capital Improvement Program to provide dollars for the completion of qualifying projects in partnership with public entities. Eligible public entities include: school districts, park districts, utility districts, county and cities/towns that have a CIP. Funding is provided through the Real Estate Excise Tax 2 (REET 2) Fund and projects must comply with fund restrictions and ideally, be included in the receiving entity's adopted capital budget. Funding is subject to availability and appropriation by the County Council.

**QUALIFYING PROJECTS:** REET 2 may only be used for financing "capital projects" specified in the capital facilities plan. RCW 82.46.035(5) defines capital projects as:


- (a) Planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems;
- (b) Planning, construction, reconstruction, repair, rehabilitation, or improvement of parks; and
- (c) Until January 1, 2026, planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of facilities for those experiencing homelessness and affordable housing projects.

**\*\*Your entity must own the land which the project is located on.**

### SECTION 1: CONTACT INFORMATION

City of Everett	802 E. Mukilteo Blvd.		
Public Entity Name	Public Entity Address		
Mayor, Cassie Franklin	Lolly Huggins	425-512-2057	lhuggins@everettwa.gov
Person Authorized to Approve Agreement for Funding	Contact Person Name	Contact Person Phone	Contact Person Email

### SECTION 2: PROJECT INFORMATION

Program Year	2025	
Project Title	Lighting for Lions Park	
Project Location	7530 Cascade Drive, Everett, WA 98203	
Project Description: <i>Brief (1-2 sentences) description of what the project will accomplish</i>	Adding up to six (6) additional lights with controls at Lions Park to improve visibility throughout the park after closing hours. The lighting control system will allow the lights to go to 100% when a person is in the vicinity and then return to 25% after 10 minutes of no activity.	
Please select the appropriate category of REET II eligible uses for your proposed project:		REET II Category
Is the project identified in the budget? <i>If your project is selected, please submit appropriate budget pages upon request</i>		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is this project identified in a CIP? <i>If your project is selected, please submit appropriate budget pages upon request</i>		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the land identified for the project owned by the applying entity?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is your entity in agreement with the attached template agreement for funding?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

**SECTION 3: FUNDING REQUEST** – The maximum amount allowed per Council District is dependent on available funding and is subject to budget approval and appropriation. Funds may only be awarded to eligible public entities in Snohomish County, Washington.

County Funds Requested	\$ 120,000
Public Entity Match Provided	\$ 0



**SECTION 4: INSURANCE COVERAGE** – please check the appropriate box below to indicate if your entity can obtain each type of coverage. (Waivers may be granted in some instances.) *If N/A or Other, please notate next to the field.*

Type	Agency CAN obtain this coverage	Agency CANNOT obtain this coverage
Public Liability Insurance - \$1,000,000 personal injury and property damage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation Coverage – as required by the State of Washington	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability – Only required when providing professional services, \$1,000,000 error and omissions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Self-Insured – Public Entities ONLY	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**SECTION 5: FINAL QUESTIONS – HAVE YOU...**

Completed all form questions	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Confirmed desired project is in the appropriate budget documents	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Confirmed desired project is in your CIP	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Reviewed the agreement template	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Confirmed Proof of Insurance	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

**SECTION 6: SUBMISSION REQUIREMENTS**

**Please submit the form and all requested attachments to the following address by July 31<sup>st</sup>, 5 PM**

**Council District 2**  
**megan.dunn@co.snohomish.wa.us**  
**425-388-2408**

3000 Rockefeller Avenue, M/S 609  
 Everett, WA 98201-4046

**ATTACHMENT B**  
**PROOF OF OWNERSHIP**

8

QUIT CLAIM DEED

The Grantor, PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, a municipal corporation, for and in consideration of \$1.00 in hand paid, conveys and quit claims to CITY OF EVERETT, a municipal corporation, the following described real estate, situated in the County of Snohomish, State of Washington, to-wit:

2183332  
P507  
C85

Tracts Thirty-seven (37), Forty-four (44) and Sixty-six (66) of First Addition to Beverly Park, as shown upon the plat thereof filed for record in the office of the County Auditor in and for said County.

The South twenty (20) feet of the West twenty (20) feet of Lot Six (6) in Block One (1) of Beverly Home Tracts Division No. Two (2) as shown upon the plat thereof filed for record in the office of the County Auditor in and for said County.

Beginning at the Southeast corner of Tract Fifteen (15) of Beverly Acreage Tracts, thence West One hundred thirty (130) feet to true point of beginning, thence West thirty (30) feet, thence North forty (40) feet, thence East thirty (30) feet, thence South forty (40) feet to true point of beginning, as shown upon the plat thereof filed for record in the office of the County Auditor in and for said County.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 22nd day of December, 1970.

PUBLIC UTILITY DISTRICT NO. 1 OF  
SNOHOMISH COUNTY

NO SALES TAX  
REQUIRED

FEB 5 1971

WILLIAM J. JONES  
By William J. Jones  
Secretary

By Thomas Quast  
President

By Walt Jones  
Secretary

STATE OF WASHINGTON, ) ss.  
County of Snohomish )

On this 22nd day of December, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas Quast and Walt Jones to me known to be the President and Secretary, respectively, of Public Utility District No. 1 of Snohomish County the corporation that executed the

OFFICIAL RECORDS

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foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



Wallace T. Erickson  
Notary Public in and for the State of  
Washington, residing at Everett, Washington

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2183332

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REC. OF

RECORDED

*E. H. Cope*  
1971 FEB 5 PM 12 21

CLERK OF PUBLIC AUDITOR  
SNOHOMISH COUNTY, WASH.  
DEPUTY

*Betty Burger*

300

3102 (seen)

Exempt. via 912d

QUIT CLAIM DEED

The Grantor, PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, a municipal corporation, for and in consideration of \$1.00 in hand paid, conveys and quit claims to CITY OF EVERETT, a municipal corporation, the following described real estate, situated in the County of Snohomish, State of Washington, to-wit:

Lot Thirty-eight (38) First Addition to Beverly Park as shown upon the plat thereof filed for record in the office of the County Auditor in and for said County.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 22nd day of December, 19 70.

PUBLIC UTILITY DISTRICT NO. 1 OF  
SNOHOMISH COUNTY

By Thomas Quast  
President

By Walt Jones  
Secretary

STATE OF WASHINGTON, )  
County of Snohomish ) ss.

On this 22nd day of December, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas Quast and Walt Jones to me known to be the President and Secretary, respectively, of Public Utility District No. 1 of Snohomish County the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



NO SALES TAX  
REQUIRED

70 FEB 5 1971

FILED WITH Submittal fees waived  
by William A. Erickson  
Notary Public

William A. Erickson  
Notary Public in and for the State of  
Washington, residing at Everett, Washington

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476 7302



210321

FILED FOR RECORD AT REQUEST OF

3

1982 NOV 23 AM 10:43

HENRY D. WHALEN, AUDITOR  
SNOHOMISH COUNTY, WASH.

*[Signature]*

3936-002-001-0008

WHEN RECORDED RETURN TO

*Everett School District*

*Doc 2098*

*Attn: Tom Staudacher*

City, State, Zip *Everett, Wa 98203*

### Quit Claim Deed

THE GRANTOR EVERETT SCHOOL DISTRICT NO. 2, which includes, by consolidation, the  
 former EVERETT SCHOOL DISTRICT NO. 24 - - -  
 for and in consideration of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION - - -  
 conveys and quit claims to CITY OF EVERETT, a Municipal Corporation - - -  
 the following described real estate, situated in the County of Snohomish State of Washington,  
 together with all after acquired title of the grantor(s) therein:

Lots 1, 2, and 3, Block 2 of Beverly Home Tracts, Division 1, as recorded in  
 Volume 10 of Plats, of Snohomish County, Washington.

NO SALES TAX  
REQUIRED

NOV 23 1982

*[Notary Seal]*

Dated October 22, 1982

EVERETT SCHOOL DISTRICT NO. 2

(Individual)

By *Robert D. Darnell* (President)

(Individual)

By *Randy P. Johnson* (Secretary)

STATE OF WASHINGTON  
COUNTY OF

STATE OF WASHINGTON  
COUNTY OF Snohomish

On this day of October 1982

before me, the undersigned, a Notary Public in and for the State of Wash-  
 ington, duly commissioned and sworn, personally appeared

to me known to be the individual described in and  
 who executed the within and foregoing instrument,  
 and acknowledged that signed the same  
 as free and voluntary act and deed,  
 for the uses and purposes therein mentioned.

*Robert D. Darnell* President and *Board* Secretary.  
 and *Randy P. Johnson*  
 to me known to be the *Board* President and *Board* Secretary.  
 respectively of EVERETT SCHOOL DISTRICT NO. 2  
 the execution that executed the foregoing instrument, and acknowledged  
 the said instrument to be the free and voluntary act and deed of said corpora-  
 tion, for the uses and purposes therein mentioned, and on each stated that  
 they are authorized to execute the said instrument and that the seal  
 affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this  
 day of 1982

Witness my hand and official seal this day of 1982  
*[Signature]*  
 Notary Public in and for the State of Wash-  
 ington, residing at *Everett*

Notary Public in and for the State of Wash-  
 ington, residing at

2211280123

1766 PAGE 2502

IF THIS MICROFILMED DOCUMENT IS LESS  
CLEAR THAN THIS NOTICE, IT IS DUE TO  
THE QUALITY OF THE ORIGINAL DOCUMENT

101644

2250107

Pioneer National Title Insurance Company  
WASHINGTON TITLE DIVISION  
Filed for Record at Request of

Wayne Kines Supvr.  
Right Of Way Division  
City Hall  
Everett, Washington 98201

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957-18  
REVENUE STAMP

2250107

FORM 138

### Statutory Warranty Deed

THE GRANTOR GEORGE HENRY SCHROEDER, as his separate estate  
for and in consideration of One Dollar (\$1.00) and other valuable consideration  
in hand paid, conveys and warrants to CITY OF EVERETT, a municipal corporation  
the following described real estate, situated in the County of Snohomish, State of  
Washington:

The North 70 feet of Lot 43, First Addition to  
Beverly Park, according to plats thereof recorded  
in Volume 8 of Plats, page 64, and Volume 9 of  
Plats, page 17, Records of Snohomish County,  
Washington.

1. The undersigned agrees to surrender possession of the  
premises conveyed herein on or before October 1, 1972.
2. The undersigned agrees to save the City of Everett  
harmless from the lien of State Inheritance Tax and  
Federal Estate Tax upon the estate of Arthur William  
Schroeder, deceased, as indicated by Snohomish County  
Probate Case No. 42279.

Dated this 19th day of June 1972

George Henry Schroeder (SEAL)  
GEORGE HENRY SCHROEDER

STATE OF WASHINGTON,  
County of Snohomish

On this day personally appeared before me GEORGE HENRY SCHROEDER, as his separate estate  
to me known to be the individual described in and who executed the within and foregoing instrument, and  
acknowledged that he signed the same as his free and voluntary act and deed, for the  
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19th day of June 1972

Wayne Kines  
Notary Public in and for the State of Washington,  
residing at Everett

2250107

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606 PAGE 515



Pioneer National Title Insurance Company  
WASHINGTON TITLE DIVISION

Filed for Record at Request of

TO WAINES KINES  
RIGHT OF WAY DIVISION  
CITY HALL  
EVERETT, WA

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957-2  
REVENUE STAMPS

2242550

FORM L58

## Statutory Warranty Deed

THE GRANTOR NIKOLAUS BITTO and URSULA BITTO, his wife

for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, conveys and warrants to CITY OF EVERETT, a municipal corporation for municipal purposes the following described real estate, situated in the County of Snohomish, State of Washington:

Tracts 39 and 40, First Addition to Beverly Park, according to plat thereof recorded in Volume 8 of plats, page 64 and Volume 9 of Plats, page 17, records of Snohomish County, Washington.

NO SALES TAX  
REQUIRED

MAY - 2 1972

VERNE SHERIDAN, Snohomish County Treasurer  
By Verne Sheridan Deputy

The undersigned agree to surrender possession of the premises conveyed herein on or before JUNE 30th, 1972.

Dated this 1st day of May 1972

Nikolaus Bitto (SEAL)  
NIKOLAUS BITTO  
Ursula Bitto (SEAL)  
URSULA BITTO

STATE OF WASHINGTON, } ss.  
County of Snohomish }

On this day personally appeared before me NIKOLAUS BITTO and URSULA, his wife to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of May 1972

2242550

Hayden R. Thomas  
Notary Public in and for the State of Washington,  
residing at Everett

OFFICIAL RECORDS VOL 591 PAGE 367

THE QUALITY OF THE ORIGINAL DOCUMENT



**PNTI**  
**Pioneer National Title Insurance Company**  
 WASHINGTON TITLE DIVISION  
 Filed for Record at Request of

2250108

To Mayor, King  
R-O-W dept.  
Everett City Hall

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ST. CL. 2, 1st ADDITION  
 SNOHOMISH COUNTY, WASH.  
 DEPUTY

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957-1c  
 SEVEN DOLLARS

2250108

### Statutory Warranty Deed

FORM LVB

THE GRANTOR ARTHUR W. SCHROEDER, JR. and GEORGE H. SCHROEDER as co-executors of the estate of ARTHUR WILLIAM SCHROEDER, deceased. for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, conveys and warrants to CITY OF EVERETT, a municipal corporation. the following described real estate, situated in the County of Snohomish, State of Washington:

Lot 41 and the South 20 feet of Lot 42, First Addition to Beverly Park, according to Plats thereof recorded in Volume 8 of Plats, page 64 and Volume 9 of Plats, page 17, Records of Snohomish County, Washington.

1. The undersigned agrees to surrender possession of the premises conveyed herein on or before October 1, 1972.
2. The undersigned agrees to save the City of Everett harmless from the lien of State Inheritance Tax and Federal Estate Tax upon the estate of Arthur William Schroeder, deceased, as indicated by Snohomish County Probate Case No. 42279.

Dated this 19, THIRTY day of June, 1972

REQUIT

JUN 21 1972

Arthur W. Schroeder, Jr. (SEAL)  
 ARTHUR W. SCHROEDER, JR.  
George H. Schroeder (SEAL)  
 GEORGE H. SCHROEDER

STATE OF WASHINGTON, Snohomish County of Snohomish

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this 19th day of June 1972 personally appeared before me ARTHUR W. SCHROEDER, JR. and GEORGE H. SCHROEDER as co-executors of the estate of ARTHUR WILLIAM SCHROEDER, deceased, to me known to be the individuals described in, and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed in the capacity and for the uses and purposes here in mentioned.

GIVEN under my hand and official seal the day and year last above written.

2250108



Wayne R. Kinn  
 Notary Public in and for the State of Washington, residing at Everett  
 OFFICIAL RECORDS VOL 606 PAGE 51



Pioneer National Title Insurance Company  
WASHINGTON TITLE DIVISION  
Filed for Record at Request of

Wayne Kines Supvr.  
TO: Right Of Way Division  
City Hall  
Everett, Washington 98201

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957-1-2  
REFERENCE STAMPS

2250109

Form L88

### Statutory Warranty Deed

THE GRANTOR ARTHUR W. SCHROEDER, JR., as his separate estate

for and in consideration of One Dollar (\$1.00) and other valuable consideration  
in hand paid, conveys and warrants to CITY OF EVERETT, a municipal corporation for  
municipal purposes  
the following described real estate, situated in the County of Snohomish, State of  
Washington:

The North 60 feet of Lot 42 and South 10 feet of Lot 43,  
First Addition to Beverly Park, according to Plats  
thereof recorded in Volume 8 of Plats, page 64, and  
Volume 9 of Plats, page 17, Records of Snohomish County,  
Washington.

The undersigned agrees to surrender possession of  
the premises conveyed herein on or before October 1, 1972.

*Arthur W. Schroeder, Jr.*

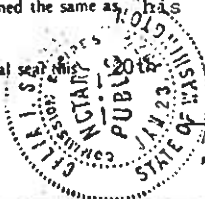
Dated this 20th day of June 1972

*Arthur W. Schroeder, Jr.* (SEAL)  
ARTHUR W. SCHROEDER, JR.  
(SEAL)

STATE OF WASHINGTON, )  
County of Snohomish ) ss.

On this day personally appeared before me ARTHUR W. SCHROEDER, JR., as his separate estate  
to me known to be the individual described in and who executed the within and foregoing instrument, and  
acknowledged that he signed the same as his free and voluntary act and deed, for the  
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of June 1972



Notary Public in and for the State of Washington,  
residing at Everett

2250109

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CLEAR THAN THIS NOTICE, IT IS DUE TO

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# ATTACHMENT C - PORTION OF CAP

Updated: 1/7/2025		Project	Funding	Program Number	Grant	Grant	CIP-3	
Project Description	Assigned	Deadline	Source	G/L Code	Source	Funding	Funding	
Eclipse Mill Park - Water Side Amenities Design PSA	Chenoweth	2024	CIP-4	354-500-0000-073-OBJ				\$
Forest Park Pickleball, & Horseshoe Pit Renovation	Chenoweth	2024	CIP-3	354-500-0000-093-OBJ		\$ 345,000	\$ 1,085,000	Category 2: Sens
T.A. Sullivan Disc Golf Course Modifications and added 3 holes	Chenoweth	2024	CIP-3	354-500-0000-096-OBJ			\$ 150,000	
T.A. Sullivan - Dock Repairs	Chenoweth	2024	CIP-3	354-500-0000-100-OBJ			\$ 85,000	
Lions Park - Skate Dot	Chenoweth	TBD	SNOCO		SNOCO	\$ 80,000		
Transit Charging Pads	Chenoweth	2024-2026	Transit					
Park Restroom Renovations- Design Work	Huggins	2024	CIP-3	354-500-0000-088-450			\$ 240,000	
Kiwanis Playground Replacement/Sport Court Reno.	Huggins	2024-2025	CIP -3	354-500-0000-090-650	SNOCO	\$ 75,000	\$ 336,000	
Kiwanis Park Lighting	Huggins	2024-2025	CIP-3	101 5 521 000 000 650	City/SNOCO			\$
Clark Park - Renovation Off Leash Dog Area	Huggins	2024-2025	CIP-3	354-500-0000-101-650	SNOCO	\$ 10,000	\$ 360,000	
Parks Parking lot LED Retrofit	Huggins	2024-2025	EECBG	354-500-0000-103-650	EECBG	\$ 169,950	\$ 34,050	
Lions Park Lighting	Huggins	2024-2025	CIP-3	354-500-0000-106-650			354-500-0000	
Parks Restroom Automation	Huggins	2025	CIP-3/CIP-1					
Forest Park Maintenance Entry Hard Surface	Huggins	2025	CIP-3	354-500-0000-107-650			\$ 50,000	
Loganberry Trails Improvements Lane	Phillips	2024-2025	CIP-3	354-500-0000-091-OBJ			\$ 150,000	
Edgewater Park - Renovations Design	Phillips	2024-2026	CIP-3	354-500-0000-084-OBJ			\$ 160,000	
Walter E. Hall Park Utilities Trail @ Res 6	Phillips	2024-2025	CIP-3	354-500-0000-094-OBJ	CDBG	\$ 350,000		
Howarth Park Lower Access Covert Replacment - Olympic Blvd. Fish Passage	Phillips	2025-2026	N/A	P/W			N/A	
Jackson Park Lighting	Page	2024-2025	CIP-3	354-500-0000-099-OBJ			\$ 150,000	
Golf Proshop/Dining Carpet/Flooring Replacement	Page	2024-2025	Golf					\$
Drew Neilson Playground Replacment	Page	2025	CIP-3	354-500-0000-???-OBJ			\$ 345,000	
Lowell Park Playgound Replacement	Huggins	2025	CIP -3	354-500-0000-104-650			\$ 575,000	
Forest Park Employee Entry Asphalt Section Repairs	Huggins	2025						\$
Edgewater Park - Sport Court Replacement	Phillips	2025	CIP-3	354-500-0000-084-OBJ	YAF		\$ 690,000	
Harbor View Park Gazebo	Page/Huggins	2025	CIP-3				\$ 125,000	\$
Forest Park Restroom Renovation	Huggins	2024	CIP-3				\$ 236,500	
Edgewater Park - Renovations	Phillips	2025	CIP-3	354-500-0000-084-OBJ			\$ 1,000,000	
Edgewater Park - Playground Replacement	Phillips	2025	CIP-3	354-500-0000-084-OBJ			\$ 485,000	
Langus Temporary Boat Storage- Mill Town Rowing		??						

ATTACHMENT D - PROOF OF INSURANCE

LETTER OF SELF-INSURANCE

For Period: 12/31/2024 – 12/31/2025

This is to inform you of the City of Everett's insurance program. The City of Everett maintains a comprehensive program of risk retention and insurance.

Based on discussion and direction from City Administration, the City has elected to self-insure its liability exposures. The City's self-insured retention for general, auto and professional liability is \$2,000,000, which is fully funded. Excess liability is purchased with limits of \$30,000,000 over the self-insured retention.

Please contact me at (425) 257-8702 if you have any questions relating to the City of Everett's insurance program.



Christine Muth-Schulz  
Risk Manager

**Risk Management**



2930 Wetmore Ave., Ste. 10-C  
Everett, WA 98201



425.257.7000  
425.257.8693 fax



CityAttorney@everettwa.gov  
everettwa.gov/legal

**Project title:** An Interlocal Agreement with Snohomish County for \$19,000 in 2025 REET 2 Funding to Add a Light on the Sport Court

**Council Bill #****Agenda dates requested:**

Briefing  
Proposed action  
Proposed action  
Consent 05/14/2025  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Interlocal Agreement with  
City of Everett and  
Snohomish County

**Department(s) involved:**

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:** Kiwanis Park Sport Court

**Partner/Supplier:** Snohomish County

**Location:** 3530 Rockefeller Avenue, Everett, WA 98201

**Preceding action:** None

**Fund:** Snohomish County Amended Ordinance 24-081 (Reet II Funds)

**Fiscal summary statement:**

The Snohomish County Council approved REET 2 funding, available for local county entities, to share in the cost of capital improvement projects throughout the county. The County has awarded the City of Everett \$19,000 in 2025 REET 2 funding to be applied towards installing a light on the Kiwanis Park sport court.

**Project summary statement:**

Kiwanis Park, an important community greenspace in the Port Gardner Neighborhood, will receive a light on the sport court. This new Park asset will be realized with the financial support of Snohomish County through this 2025 Interlocal Agreement.

The anticipated start of construction is Spring 2025.

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

Authorize the Mayor to sign an Interlocal Agreement with Snohomish County for \$19,000 in 2025 REET 2 funding to add a light on the sport court.

## **INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF EVERETT KIWANIS PARK - LIGHTING PROJECT**

This INTERLOCAL AGREEMENT (the “Agreement”), is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF EVERETT, a Washington municipal corporation (the “City”), collectively the “Parties,” pursuant to chapter 39.34 RCW.

### **RECITALS**

**A.** The 2024 Snohomish County Parks and Recreation Element, a component of the Snohomish County Growth Management Act Comprehensive Plan, has documented a County-wide need for a wide variety of recreational facilities; and

**B.** The County Executive and the County Council have determined that it is consistent with the Snohomish County Parks and Recreation Element and is in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity; and

**C.** Amended Ordinance 24-081, included \$1,600,000 of REET II funds, collected pursuant to chapter 82.46 RCW, to be split equally between the five council districts for Council/City Partnership Projects; and

**D.** The County Council adopted benchmarks for Council/City Partnership Projects through Motion 23-259; and

**E.** Pursuant to the adopted benchmarks, the Council identified various projects for inclusion in the Council/City Partnership Projects; and

**F.** One of the identified Council/City projects is the City’s Kiwanis Park - Lighting Project (“the Project”) which will add lighting at Kiwanis Park; and

**G.** Snohomish County has agreed to provide NINETEEN THOUSAND DOLLARS (\$19,000) of REET II funds (the “Funds”) in support of the Project; and

**H.** The City has provided the following: copy of submission form for County funds (Attachment A, attached hereto and incorporated herein by reference); proof of City’s ownership of the Project property (Attachment B, attached hereto and incorporated herein by this reference); relevant portions of the City’s Capital Facilities Plan (“CFP”) identifying the Project (Attachment C, attached hereto and incorporated herein by this reference); and proof of insurance (Attachment D, attached hereto and incorporated herein by this reference); and

**I.** Pursuant to this Agreement, the County wishes to provide, and the City wishes to accept, the above-described Funds from the County.

## **AGREEMENT**

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

### **1. Purpose of Agreement.**

This Agreement is authorized by and entered into pursuant to chapter 39.34 RCW. The purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County's provision of the funds to the City's Project located at 3530 Rockefeller Ave, Everett WA 98203 (the "Property").

### **2. Effective Date and Duration.**

This Agreement shall take effect when it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2026, unless earlier terminated pursuant to the provisions of Section 12 below; PROVIDED HOWEVER, that each party's obligations are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

### **3. Administrators.**

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

#### County's Initial Administrator:

Rich Patton, Parks Manager  
Snohomish County Parks & Recreation  
6705 Puget Park Drive  
Snohomish, Washington 98296  
(425) 388-6614 phone  
Rich.Patton@snoco.org

#### City's Initial Administrator:

Lolly Huggins, Capital Projects Coordinator  
City of Everett Parks and Facilities  
802 East Mukilteo Blvd  
Everett, WA 98203  
425-512-2057  
LHuggins@everettwa.gov

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

### **4. Project Performance.**

4.1 Certification of Real Property Interest. The City certifies to the County that the City owns the Property, as evidenced by Exhibit B, and additional real property or easements are not needed to complete the Project.

4.2 City's Financial Commitment. The City certifies to the County that the City will have sufficient monies to complete the Project by the Project deadline identified in Section 4.4 below (the "City's Financial Commitment") and that the Project was included in the City's CFP as evidenced by Attachment C.

4.3 Project Completion. The City shall complete the Project as detailed in Attachment A.

4.4 Project Deadline. On or before December 31, 2026, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

4.5 Recognition of County as Financial Sponsor. The City shall recognize the County as a financial sponsor of the Project as follows:

4.5.1 Upon completion of the Project or dedication of the completed Project, whichever comes first, the City shall install at the Project site a plaque in a form approved by the County that indicates that the County is a financial sponsor of, or contributor to, the Project;

4.5.2 The City shall invite the County to all events promoting the Project and recognize the County at all such events as a financial sponsor of the Project;

4.5.3 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.6 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and the Property. The County makes no commitment to support the Project or Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project or Property except as expressly set forth in this Agreement.

4.7 Availability to County Residents. The City shall make the Property available to all County residents on the same terms as it is available to residents of the City.

## **5. Invoicing and Payment.**

5.1 Invoicing. Within thirty days of final completion of the Project or by December 31, 2026, whichever occurs first. The City shall submit to the County one invoice on City letterhead requesting disbursement of the Funds for the Project. The invoice needs to include name and address of City, name and the address of who the invoice is addressed to (the County), the date, the amount being requested for reimbursement, and the name of the project being funded. Invoices shall provide line-item detail for materials, labor, and overhead. Backup documentation should include of copies of invoices paid by the City to contractors/consultants for the work performed, which covers the full amount being requested for reimbursement and proof of payment on those invoices. Additionally, providing progress photos of the site is strongly recommended with prior, during, and after completion photos.



5.2 Payment. Unless the County delivers to the City written notice disputing the amount of a particular line item, within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to Section 5.1, the County shall remit to the City an amount not to exceed Nineteen Thousand Dollars. In the event the total costs of the Project is less than \$19,000, the County shall only remit those fund necessary to pay the submitted invoice in full unless otherwise disputed as provided in this Section 5.2.

5.3 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including chapter 40.14 RCW.

5.4 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of six (6) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

5.5 Audit and Repayment. The City shall return Funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:

5.5.1 If overpayments are made; or

5.5.2 If an audit of the Project by the State or the County determines that the Funds have been expended for purposes not permitted by the REET II statute, the State, the County, or this Agreement.

In the case of 5.5.1 or 5.5.2, the County shall make a written demand upon the City for repayment, and the City shall be obligated to repay to the County the Funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the City may be exercised as often as necessary to recoup from the City all funds required to be returned to the County.

The City is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

**6. Independent Contractor.** The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

**7. Indemnification/Hold Harmless.**

The City shall assume the risk of liability for damage, loss, costs, and expense arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify, and defend the County, its officers, elected and appointed officials, employees, and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury, or disability to, or of, any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of, or in connection with, the acquisition or use of the Property and this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of City, and City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

**8. Liability Related to City Ordinances, Policies, Rules and Regulations.**

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

**9. Insurance.**

The City shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, exercise of the rights and privileges granted by this Agreement, by the City, its agents, representatives, and employees/subcontractors. The cost of such insurance shall be paid by the City.

9.1 Minimum Scope and Limits of Insurance. General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

9.2 Other Insurance Provisions. Coverage shall be written on an "Occurrence" form. The insurance policies required in this Agreement are to contain or be endorsed to contain the

County, its officers, officials, employees, and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Agreement.

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required as evidenced by Attachment D.

9.4 Self-insured Status. If the City is self-insured, in lieu of the insurance required in this Section 9, the City shall, upon request of the County, provide the County a letter certifying the City's self-insurance program.

## **10. Compliance with Laws.**

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

## **11. Default and Remedies.**

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

## **12. Early Termination.**

12.1 30 Days' Notice. Except as provided in Section 12.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days' advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination for Breach. In the event that the City fails to complete the Project by December 31, 2026, and/or otherwise commits a Default as described in Section 11, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

### **13. Dispute Resolution.**

In the event differences between the Parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful or if a party waives mediation, either of the Parties may institute legal action for specific performance of this Agreement or for damages.

### **14. Notices.**

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

### **15. Miscellaneous.**

15.1 Entire Agreement; Amendment. 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 executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

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

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

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

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

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

15.10 No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth under their signatures below, and effective as of the date of the last party to sign.

**County**

SNOHOMISH COUNTY

**City**

CITY OF EVERETT

By \_\_\_\_\_  
Title: County Executive Date

By \_\_\_\_\_  
Cassie Franklin, Mayor Date

**Approved as to Form:**

**Approved as to Form:**

/s/ George Marsh 4/11/2025  
Deputy Prosecuting Attorney Date

\_\_\_\_\_  
Office of the City Attorney Date

# ATTACHMENT A - SBUMITTAL FORM

## SNOHOMISH COUNTY PARTNERSHIP PROJECTS

**OVERVIEW:** Funding is available through Snohomish County's Capital Improvement Program to provide dollars for the completion of qualifying projects in partnership with public entities. Eligible public entities include: school districts, park districts, utility districts, county and cities/towns that have a CIP. Funding is provided through the Real Estate Excise Tax 2 (REET 2) Fund and projects must comply with fund restrictions and ideally, be included in the receiving entity's adopted capital budget. Funding is subject to availability and appropriation by the County Council.

**QUALIFYING PROJECTS:** REET 2 may only be used for financing "capital projects" specified in the capital facilities plan. RCW 82.46.035(5) defines capital projects as:

- (a) Planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems;
- (b) Planning, construction, reconstruction, repair, rehabilitation, or improvement of parks; and
- (c) Until January 1, 2026, planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of facilities for those experiencing homelessness and affordable housing projects.

**\*\*Your entity must own the land which the project is located on.**

### SECTION 1: CONTACT INFORMATION

<b>Public Entity Name</b>	<b>Public Entity Address</b>		
<b>Person Authorized to Approve Agreement for Funding</b>	<b>Contact Person Name</b>	<b>Contact Person Phone</b>	<b>Contact Person Email</b>

### SECTION 2: PROJECT INFORMATION

<b>Program Year</b>		
<b>Project Title</b>		
<b>Project Location</b>		
<b>Project Description:</b> <i>Brief (1-2 sentences) description of what the project will accomplish</i>		
Please select the appropriate category of REET II eligible uses for your proposed project:		
Is the project identified in the budget? <i>If your project is selected, please submit appropriate budget pages upon request</i>	YES	NO
Is this project identified in a CIP? <i>If your project is selected, please submit appropriate budget pages upon request</i>	YES	NO
Is the land identified for the project owned by the applying entity?	YES	NO
Is your entity in agreement with the attached template agreement for funding?	YES	NO

**SECTION 3: FUNDING REQUEST** – The maximum amount allowed per Council District is dependent on available funding and is subject to budget approval and appropriation. Funds may only be awarded to eligible public entities in Snohomish County, Washington.

County Funds Requested	\$
Public Entity Match Provided	\$

**SECTION 4: INSURANCE COVERAGE** – please check the appropriate box below to indicate if your entity can obtain each type of coverage. (Waivers may be granted in some instances.) *If N/A or Other, please notate next to the field.*

Type	Agency CAN obtain this coverage	Agency CANNOT obtain this coverage
Public Liability Insurance - \$1,000,000 personal injury and property damage		
Worker's Compensation Coverage – as required by the State of Washington		
Professional Liability – Only required when providing professional services, \$1,000,000 error and omissions.		
Self-Insured – Public Entities ONLY		

**SECTION 5: FINAL QUESTIONS – HAVE YOU...**

Completed all form questions	YES	NO
Confirmed desired project is in the appropriate budget documents	YES	NO
Confirmed desired project is in your CIP	YES	NO
Reviewed the agreement template	YES	NO
Confirmed Proof of Insurance	YES	NO

**SECTION 6: SUBMISSION REQUIREMENTS**

**Please submit the form and all requested attachments to the following address by July 31<sup>st</sup>, 5 PM**

**Council District 2**  
**megan.dunn@co.snohomish.wa.us**  
**425-388-2408**

3000 Rockefeller Avenue, M/S 609  
 Everett, WA 98201-4046



ATTACHMENT B  
 PROOF OF OWNERSHIP

## Property Account Summary

7/25/2023

Parcel Number	00438185401700	Property Address	3530 ROCKEFELLER AVE , EVERETT, WA 98201
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### General Information

Property Description	EVERETT DIV M PLAT OF BLK 854 D-00 - FRAC LOTS 17 TO 22 INCL BLK 854A QCD FROM SNOH CO TREAS TO CITY OF EVERETT VOL 882 PG 424 4/5/65
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	00010

### Property Characteristics

Use Code	742 Playgrounds & Athletic Areas
Unit of Measure	Acre(s)
Size (gross)	0.29

### Parties

Role	Percent	Name	Address
Taxpayer	100	EVERETT CITY OF	3002 WETMORE AVE, EVERETT, WA 98201 United States
Owner	100	CITY OF EVERETT	3200 CEDAR ST, EVERETT, WA 98201 United States

### Related Properties

No Related Properties Found

### Property Values

Value Type	Tax Year 2023	Tax Year 2022	Tax Year 2021	Tax Year 2020	Tax Year 2019
Taxable Value Regular					
Exemption Amount Regular	\$373,800	\$283,800	\$248,800	\$231,200	\$216,200
Market Total	\$373,800	\$283,800	\$248,800	\$231,200	\$216,200
Assessed Value	\$373,800	\$283,800	\$248,800	\$231,200	\$216,200
Market Land	\$373,800	\$283,800	\$248,800	\$231,200	\$216,200
Market Improvement					
Personal Property					

## Active Exemptions

Government Property

## Events

Effective Date	Entry Date-Time	Type	Remarks
07/23/2019	07/23/2019 09:53:00	Owner Added	Party/Property Relationship by SASLMS
07/22/2019	07/23/2019 09:53:00	Owner Terminated	Party/Property Relationship by SASLMS
04/06/2015	04/06/2015 12:07:00	The situs address has changed	by sasjra

## Tax Balance

## Distribution of Current Taxes

District	Rate	Amount	Voted Amount	Non-Voted Amount
TOTAL				

## Pending Property Values

Pending Tax Year	Market Land Value	Market Improvement Value	Market Total Value	Current Use Land Value	Current Use Improvement	Current Use Total Value
2024	\$391,200.00	\$0.00	\$391,200.00	\$0.00	\$0.00	\$0.00

## Levy Rate History

Tax Year	Total Levy Rate
2022	9.155779
2021	9.934227
2020	11.225217

## Real Property Structures

## Receipts

Date	Receipt No.	Amount Applied	Amount Due
No Receipts Found			

## Sales History

## Property Maps

Neighborhood Code	Township	Range	Section	Quarter	Parcel Map
5304000	29	05	29	SW	<a href="#">View parcel maps for this Township/Range/Section</a>

QUARTER

SECTION

TOWNSHIP N.W.B.L.

RANGE E.W.M.

SW

29

29

5

Centerline

Lot

Block

Section

City Limits

Gov Lot

Subdiv

ROW

Quarter

Tax Acct

Major Water

Other Lot

Vac ROW

16th

Easement

Minor Water

Other Subdiv

Vac Lot

0

200

400

Feet

1 inch = 200 feet

Map produced on June 30, 2023

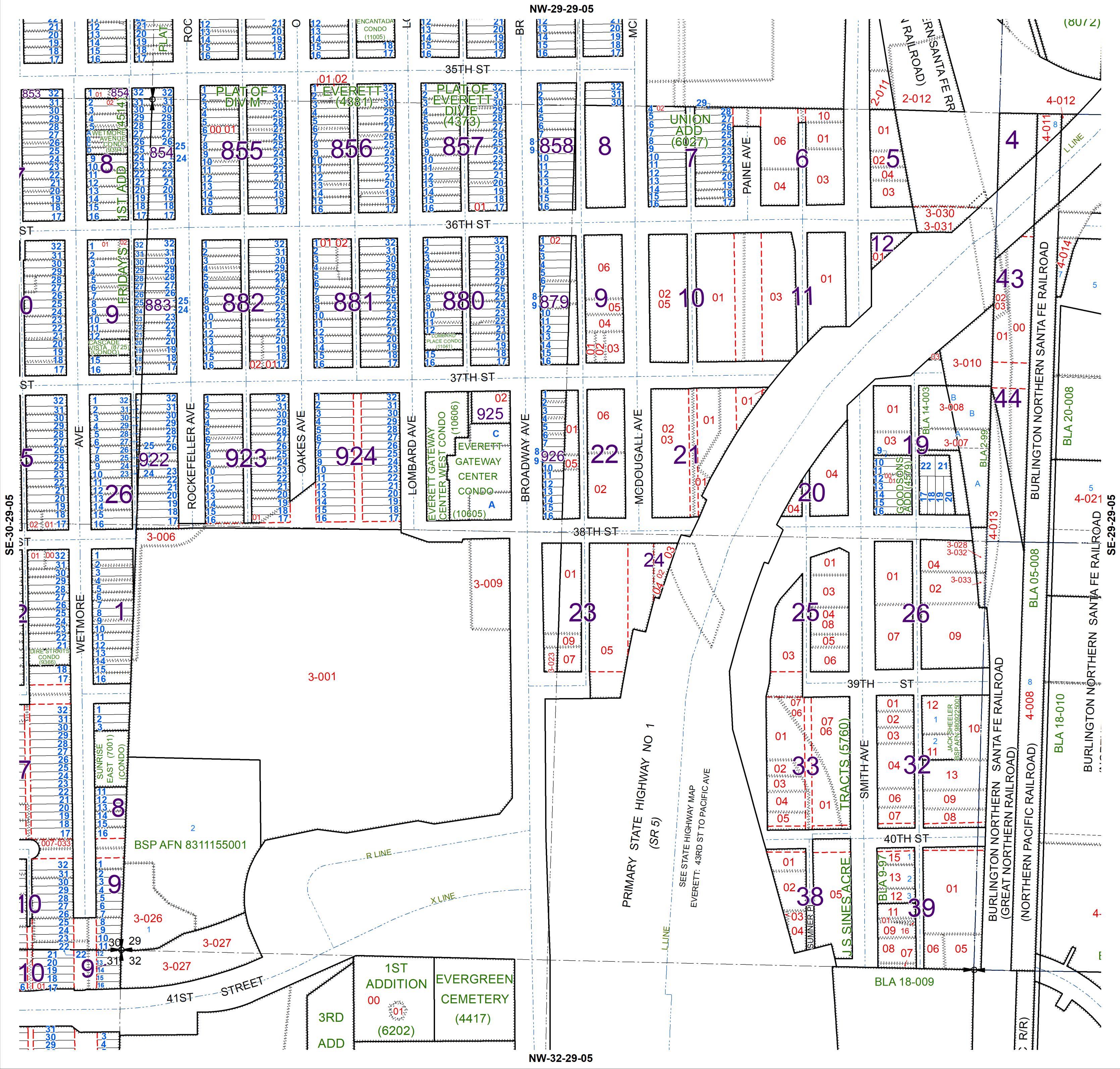
A product of the Assessor's Office  
Snohomish County, Washington

R3E R4E R5E R6E R7E R8E R9E R10E R11E R12E

T29N T30N T31N T32N

R3E R4E R5E R6E R7E R8E R9E R10E R11E R12E

T29N T30N T31N T32N





ATTACHMENT C - PORTION OF CAPTIAL IMPROVMENT PLAN

Updated: 1/7/2025		Project	Funding	Program Number	Grant	Grant	CIP-3	Other	Project	Ordinance	Ordinance	Project	
Project Description	Assigned	Deadline	Source	G/L Code	Source	Funding	Funding	Funding	Cost	Amount	Number	Delivery	Comments
Eclipse Mill Park - Water Side Amenities Design PSA	Chenoweth	2024	CIP-4	354-500-0000-073-OBJ				\$ 600,000	\$ 600,000		3839-21	PSA	Look to have Bond meeting in Oct. 22'
Forest Park Pickleball, & Horseshoe Pit Renovation	Chenoweth	2024	CIP-3	354-500-0000-093-OBJ		\$ 345,000	\$ 1,045,000	2: Sensitive information	\$ 1,045,000	\$ 250,000	4003-24	BB	11/14- Waiting on Conceptual Designs Financial model shows \$300,000 in 2024 for horshee pit re-development added 345,000 grant for pickle ball courts/Apply for YAF Grant. 4003-24 Ordinance \$250,000. Macloed Reckford NTP Issued NTE \$179,388.81
T.A. Sullivan Disc Golf Course Modifications and added 3 holes	Chenoweth	2024	CIP-3	354-500-0000-096-OBJ			\$ 150,000		\$ 150,000	\$ 150,000	4020-24		Begin preliminary look into relocating a number of existing holes and installing 9 additional holes to undeveloped property next to the park
T.A. Sullivan - Dock Repairs	Chenoweth	2024	CIP-3	354-500-0000-100-OBJ			\$ 85,000		\$ 85,000	\$ 85,000	4019-24		in design
Lions Park - Skate Dot	Chenoweth	TBD	SNOCO		SNOCO	\$ 80,000			\$ 214,220	\$ -		On hold	\$80,000 CIP-3 SNOCO YAF Grant Reimbursement - County ILA Agenda to be reviewed
Transit Charging Pads	Chenoweth	2024-2026	Transit										
Park Restroom Renovations- Design Work	Huggins	2024	CIP-3	354-500-0000-088-450			\$ 240,000		\$ 240,000	\$ 240,000	3952-23	BB	BCRA Consultants
Kiwanis Playground Replacement/Sport Court Reno.	Huggins	2024-2025	CIP -3	354-500-0000-090-650	SNOCO	\$ 75,000	\$ 336,000		\$ 411,000	\$ 411,000	4004-24	KCDA	2023 CIP-3 SNOCO \$75,000 REET 2 Reimbursement Awarded, 2024 SNOCO \$11,000 REET 2 applied for and is forcasted to be awarded in October.
Kiwanis Park Lighting	Huggins	2024-2025	CIP-3	101 \$ 521 000 000 650	City/SNOCO			\$ 40,000					Ciiy ARPA/SNCO Funding
Clark Park - Renovation Off Leash Dog Area	Huggins	2024-2025	CIP-3	354-500-0000-101-650	SNOCO	\$ 10,000	\$ 360,000		\$ 360,000		4032-24	SWR	\$10,000 CIP-3 SNOCO REET 2 Reimbursement Grant, Requires Funding Ord. 3897-22 Ammendment
Parks Parking lot LED Retrofit	Huggins	2024-2025	EECBG	354-500-0000-103-650	EECBG	\$ 169,950	\$ 34,050		\$ 204,000				Starting with Forest Park - PUD Non-Matching Award, Application to be submitted April 30, 2024. Possible CIP-3 Funding Requirement?
Lions Park Lighting	Huggins	2024-2025	CIP-3	354-500-0000-106-650			354-500-0000		\$ 120,000				SNOCO REET\$
Parks Restoom Automation	Huggins	2025	CIP-3/CIP-1										Funding Ord. Scheduled for Final Read 2/5/2025
Forest Park Maintenance Entry Hard Surface	Huggins	2025	CIP-3	354-500-0000-107-650			\$ 50,000					PW?	
Loganberry Trails Improvements Lane	Phillips	2024-2025	CIP-3	354-500-0000-091-OBJ			\$ 150,000		\$ 150,000	\$ 150,000	3987-23	WTA/SWR	Reviewing proposal from Washington Trails Association. SWR for Fencing & Trail Bypass. Permit submittals. Finalizing Critical Areas Report.
Edgewater Park - Renovations Design	Phillips	2024-2026	CIP-3	354-500-0000-084-OBJ			\$ 160,000		\$ 160,000	\$ 160,000	3916-22	PSA	Finalizing infiltration/geotech report. WWRP grant application opens 2/14/24, Ordinance covers Design \$160,000
Walter E. Hall Park Utilities Trail @ Res 6	Phillips	2024-2025	CIP-3	354-500-0000-094-OBJ	CDBG	\$ 350,000			\$ 350,000		4010-24		RFQ out- Listed as an approved Ordinance for \$250K in funding model. Has not been to council?
Howarth Park Lower Access Covert Replacment - Olympic Blvd. Fish Passage	Phillips	2025-2026	N/A	P/W			N/A		\$ -		N/A	PW	Provide project design input & assist Corey with neighborhood notificatoin as needed. Coordinate Lower Harwarth access closures. Dan Enrico is Primary P.E.
Jackson Park Lighting	Page	2024-2025	CIP-3	354-500-0000-099-OBJ			\$ 150,000				4018-24	SWR	
Golf Proshop/Dining Carpet/Flooring Replacement	Page	2024-2025	Golf					\$ 60,000				State Contract	Great Floors
Drew Neilson Playground Replacment	Page	2025	CIP-3	354-500-0000-???-OBJ			\$ 345,000					KCDA	
Lowell Park Playgound Replacement	Huggins	2025	CIP -3	354-500-0000-104-650			\$ 575,000					SWR or Streets	Hard Scape Funding
Forest Park Employee Entry Asphalt Section Repairs	Huggins	2025						\$ 50,000					
Edgewater Park - Sport Court Replacement	Phillips	2025	CIP-3	354-500-0000-084-OBJ	YAF		\$ 690,000		\$ 690,000			BB	\$224,841 CIP-3 RCO YAF Reimbursement 2020 Grant, Awarded in 2021.
Harbor View Park Gazebo	Page/Huggins	2025	CIP-3				\$ 125,000	\$ 25,000	\$ 150,000				Schwab ARPA Fund Contribution
Forest Park Restroom Renovation	Huggins	2024	CIP-3				\$ 236,500		\$ 236,500				
Edgewater Park - Renovations	Phillips	2025	CIP-3	354-500-0000-084-OBJ			\$ 1,000,000		\$ 1,000,000			BB	RCO 2024 Submission Deadline
Edgewater Park - Playground Replacement	Phillips	2025	CIP-3	354-500-0000-084-OBJ			\$ 485,000		\$ 485,000			BB	Pending Bridge Construction
Langus Temporary Boat Storage- Mill Town Rowing		??											

ATTACHMENT D - PROOF OF INSURANCE

LETTER OF SELF-INSURANCE

For Period: 12/31/2024 – 12/31/2025

This is to inform you of the City of Everett's insurance program. The City of Everett maintains a comprehensive program of risk retention and insurance.

Based on discussion and direction from City Administration, the City has elected to self-insure its liability exposures. The City's self-insured retention for general, auto and professional liability is \$2,000,000, which is fully funded. Excess liability is purchased with limits of \$30,000,000 over the self-insured retention.

Please contact me at (425) 257-8702 if you have any questions relating to the City of Everett's insurance program.



Christine Muth-Schulz  
Risk Manager

**Risk Management**



2930 Wetmore Ave., Ste. 10-C  
Everett, WA 98201



425.257.7000  
425.257.8693 fax



CityAttorney@everettwa.gov  
everettwa.gov/legal

**Project title:** Third Addendum to Communications Antenna Site Lease Agreement with T-Mobile West LLC

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 5/14/2025  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Third Addendum to Lease Agreement

**Department(s) involved:**

Parks & Facilities  
Real Property  
Legal  
Utilities

**Contact person:**

Bob Leonard

**Phone number:**

425-257-8335

**Email:**

bleonard@everettwa.gov

**Initialed by:**

RML

Department head

Administration

Council President

**Project:** Third Addendum to Communications Antenna Site Lease Agreement with T-Mobile West LLC

**Partner/Supplier:** T-Mobile West LLC

**Location:** Reservoir 3 (6107 Berkshire Dr.)

**Preceding action:** Lease dated April 8, 1998, 1<sup>st</sup> Addendum December 1, 1999, 2<sup>nd</sup> Addendum May 12, 2014

**Fund:** N/A

**Fiscal summary statement:**

T-Mobile, formerly CCTMO, LLC, ("T-Mobile") entered into a communications site lease agreement for three sites, collectively known as the "Watertank Sites" in April 1998. The City collects monthly rent from T-Mobile which escalates on an annual basis for the use of the sites for telecommunications equipment.

**Project summary statement:**

The Watertank Sites Lease agreement ("Lease"), allows for additional communications companies to co-locate on monopoles. However, T-Mobile must obtain the City's consent to the co-location in accordance with the terms of the Lease. DISH Wireless and the City entered into a ground lease for communications equipment at Reservoir 3 in May 2024. The proposed 3<sup>rd</sup> Addendum confirms the City's consent to the monopole co-location and replaces insurance and liability provisions in the 1998 Lease that were outdated or insufficient for current industry standards for operating communications sites.

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

Authorize the Mayor to execute the third addendum to communications antenna site lease agreement with T-Mobile West LLC.

**CITY OF EVERETT  
THIRD ADDENDUM TO  
COMMUNICATIONS ANTENNA SITE LEASE AGREEMENT**

**THIS THIRD ADDENDUM TO COMMUNICATIONS ANTENNA SITE LEASE AGREEMENT** (this "**Third Addendum**") is made and effective as of the latter signature date below ("**Effective Date**"), by and between the City of Everett, a municipal corporation of the State of Washington (the "**Lessor**"), and T-Mobile West LLC, a Delaware limited liability company, by and through its attorney-in-fact, CCTMO LLC, a Delaware limited liability company (the "**Lessee**").

**WITNESSETH:**

**WHEREAS**, Lessor and Lessee, or its predecessors-in-interest, entered into that certain Communications Antenna Site Lease Agreement dated April 8, 1998, as amended by that Addendum to Communications Antenna Site Lease Agreement dated April 8, 1998 having an effective date of December 1, 1999, and as further amended by that Second Addendum to Communications Antenna Site Lease Agreement dated May 12, 2014 (collectively, the "**Lease**"), for the lease of certain premises, together with access and utility easements, on three sites (the "**Watertank Sites**") all located within certain real properties owned by Lessor upon which Lessee installed one Monopole (as defined in the Lease) at each of the three Watertank Sites;

**WHEREAS**, Lessee seeks Lessor's consent for Lessee to: (i) license or grant a similar right of use or occupancy on the Monopole at the Watertank Site located at 6107 Berkshire Drive, Everett, Washington 98203 commonly known as "Reservoir No. 3" ("**Reservoir No. 3**") to Future Collocator (as defined in the Lease) DISH Wireless L.L.C., a Colorado limited liability company ("**DISH**"), through a "tower only" use agreement between Lessee and DISH; and (ii) prepare, maintain, improve and alter the Reservoir No. 3 demised premises for Lessee's business operations of collocating DISH on the subject Monopole;

**WHEREAS**, Lessor desires to grant consent to Lessee for same on the terms and conditions provided herein;

**WHEREAS**, pursuant to the terms of the Lease, Lessor and DISH entered into a separate ground lease agreement at Reservoir No. 3; and

**WHEREAS**, the parties desire to amend other provisions of the Lease, including liability insurance provisions.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

1. **Consent to "Tower Only" Use Agreement and Installation.** Subject to the terms and conditions of the Lease, as amended herein, Lessor, in its proprietary capacity as landowner, hereby grants its consent for Lessee to: (i) license or grant a similar right of use or occupancy on the Monopole at Reservoir No. 3 to DISH through a "tower only" use agreement between



Lessee and DISH; and (ii) prepare, maintain, improve and alter the Reservoir No. 3 demised premises for Lessee's business operations of collocating DISH on the subject Monopole, as more specifically described and depicted on Exhibit 1 attached hereto and incorporated herein. Lessee agrees and acknowledges that DISH's transmitters and receivers shall be included as part of Lessee's interference obligations with the existing collocators' transmitters and receivers pursuant to Section 3 of the Lease. Nothing in this grant by Lessor authorizes: (a) any boundary changes to, or expansions of, Lessee's demised premises at Reservoir No. 3 or any of the other Watertank Sites; or (b) Lessee to license or grant a similar right of use or occupancy to DISH or any other new third party Future Collocators at any of the other Watertank Sites absent Lessor's required separate consent and Lessor entering into a separate ground lease with such third party Future Collocator.

2. **Insurance.** Section 15 of the Lease is hereby deleted in its entirety and replaced as follows:

**15. LIABILITY INSURANCE:**

a. **LESSEE'S INSURANCE OBLIGATIONS.** Throughout the Lease Term and until Lessee completes its removal and restoration obligations at each Watertank Site, Lessee shall carry and maintain, at Lessee's sole cost and expense, the following insurance coverage: (i) workers' compensation insurance with no less than the minimum limits required by applicable law; (ii) employer's liability insurance not less than One Million Dollars (\$1,000,000) each accident or disease per employee; (iii) commercial general liability insurance (including premises operations; explosion, collapse and underground hazard; broad form property damage; products/completed operations; contractual liability meeting the indemnification provisions herein; independent contractors; and personal injury) with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate; (iv) commercial automobile liability insurance for owned, non-owned and hired autos with a combined single limit for bodily injury and property damage not less than Two Million Dollars (\$2,000,000); and (v) excess or umbrella liability insurance with limits not less than Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate.

b. **REQUIRED ENDORSEMENTS.** All commercial general liability and commercial automobile liability policies required hereunder shall be endorsed: (i) to include Lessor, its officers, employees, agents and volunteers as additional insureds; (ii) that such policies are primary policies as relates to Lessee's operations and any insurance carried by Lessor or Lessor's agents shall be excess and noncontributing with such policies in this respect; (iii) that such insurance shall be applied separately to each insured against whom a claim is made or brought, except with respect to limits; (iv) that such policies provide for the severability of interests and that an act or omission of one of the named insureds that would void or



otherwise reduce coverage shall not void or otherwise reduce coverage as to any other named insured; (v) that such policies shall afford coverage for all claims based on acts, omissions, for bodily injury or property damage that occurred or arose (or the onset occurred or arose) in whole or in part during the policy period; and (vi) to provide written notice of cancellation for any reason, including without limitation intent not to renew or reduce coverage excluding non-payment of premium to both Lessee and Lessor. In the event that Lessee receives a notice of intent to cancel or notice of cancellation for any coverage required under this Lease, Lessee shall forward such notice to Lessor within two business days and promptly take action to prevent cancellation, reinstate cancelled coverage or obtain coverage from a different insurer qualified under this Lease.

c. CERTIFICATES OF INSURANCE. At Lessor's request, Lessee shall provide copies of certificates of insurance and required endorsements to Lessor within five (5) business days after Lessee's receipt of Lessor's request.

d. INSURER QUALIFICATIONS. All policies required by this section shall be issued by insurers that are: (i) authorized to do business in the State of Washington; and (ii) rated A-:VII or better by A.M. Best's Key Rating Guide or its equivalent. Any other insurance providers shall require the prior approval of Lessor, which approval may be refused in Lessor's sole discretion.

e. WAIVER OF SUBROGATION. To the fullest extent permitted by applicable law, Lessee and Lessee's general liability, automobile liability, workers compensation, and excess or umbrella liability insurers hereby waive any right of recovery against the Lessor for any loss or damage sustained by Lessee with respect to the demised premises, in whole or in part, the contents on, under, above or within the demised premises or any operation therein, whether such loss is caused by the Lessor's fault or negligence or not, and to the extent such loss or damage is covered by insurance obtained by Lessee under this Lease or is actually covered by insurance obtained by Lessee. Lessee agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to the required insurance policies relating to the demised premises, but the failure to obtain any such endorsement will not affect the waivers in this section.

f. CLAIMS-MADE. In the event that any required insurance under this Lease is provided under a claims-made form, Lessee shall continuously maintain such coverage throughout the Lease Term and, without lapse, for three years after the latter occurrence of: (i) Lessee's completion of its removal and restoration obligations at each Watertank Site; or (ii) this Lease's expiration or termination, to the effect that, should any event give rise to a claim brought after the foregoing period, such claims will be covered under Lessee's claims-made policies.



- g. INSURANCE NOT A LIMITATION OF LIABILITY. Lessee's insurance obligations in no way relieve or decrease Lessee's liability or Lessee's obligations to indemnify, protect and hold the Lessor or other indemnified parties harmless under any other provision in this Lease.
- h. LIMITATION OF LIABILITY. Except as may otherwise be specifically provided within this Lease, neither party nor any of its agents, contractors or employees shall be liable to the other party or any person claiming through that party for any lost revenue, lost profits, diminution in value of business, loss of technology, loss of data, or interruption or loss of use of service, punitive, indirect, special, trebled, enhanced, exemplary, incidental or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages. This provision shall survive the expiration or earlier termination of this Lease.
- i. NO PERSONAL LIABILITY. No employees, officers, elected or appointed officials, volunteers, agents or contractors of a party shall be personally liable to the other party for any default, breach or any other non-performance or unpaid sum under this Lease.
- j. UPDATED REQUIREMENTS. Lessor shall have the right to reasonably amend or replace these insurance requirements and other insurance obligations contained herein on sixty (60) days' prior written notice to Lessee no more than once in any three year period. Such increases shall be reflective of then-current industry exposures.
- k. SURVIVAL. The provisions set forth in this section shall survive the expiration or earlier termination of this Lease.
3. Entire Agreement. The recitals set forth in this Third Addendum are true and correct and incorporated herein by reference. This Third Addendum sets forth the entire, final and complete understanding between the parties hereto regarding the subject matter of this Third Addendum, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Third Addendum made or existing before the date of this Third Addendum. No waiver, amendment, or modification of any of the terms or conditions of this Third Addendum shall be effective unless in writing and signed by both parties. Any provision of this Third Addendum that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Third Addendum.



4. **Full Force and Effect.** Except as expressly amended in this Third Addendum, the Lease is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Third Addendum. In the event of a conflict between the terms of the Lease and this Third Addendum, the terms of this Third Addendum shall be controlling.
5. **No Presumption Against Drafter.** Lessor and Lessee understand, agree and acknowledge that this Third Addendum has been freely negotiated by both parties and that, in the event of any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Third Addendum or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Third Addendum or any portion thereof.
6. **Proprietary Capacity.** Lessor and Lessee agree that in granting this Third Addendum, Lessor is acting its solely in its proprietary function as the landowner, therefore, the parties further agree that provisions of 47 USC § 1455 *et seq.* and any other laws and regulations applicable to the City of Everett, Washington operating in its governmental zoning and permitting authority are completely inapplicable to Lessor in its proprietary function as the landowner and lessor under this Third Addendum. Neither Lessor's execution of this Third Addendum nor any consent or approval given by Lessor hereunder in its proprietary capacity as Lessor, shall waive, abridge, impair, or otherwise affect Lessor's powers and duties as a governmental body. Any requirements under this Third Addendum that Lessee obtains consent or approvals from the Lessor are in addition to and not in lieu of any requirements that Lessee obtains governmental approvals. For avoidance of doubt, any references to 'permitted' in the context of this Third Addendum shall only refer to the status of Lessor's approval in its proprietary capacity as Lessor under this Third Addendum.
7. **Public Records Act.** Lessor is a public agency under the laws of the State of Washington. Lessor and Lessee acknowledge that this Third Addendum is a public record subject to public disclosure as specified by RCW 42.56.
8. **Cumulative Remedies.** All remedies available to the parties under this Third Addendum will be cumulative and not exclusive. Any remedy or remedies sought by a party will not constitute a waiver or election with respect to any other available remedy or remedies.
9. **Captions.** The captions in this Third Addendum are for convenience only and do not in any way limit or amplify the provisions of this Third Addendum.
10. **No Third-Party Beneficiaries.** The Lease is not intended to (and shall not be construed to) give any third party, which includes without limitation Lessee's customers, collocators, DISH, Future Collocators, existing third party collocators or any other third party beneficiaries, any right, title or interest in the Lease or the real or personal property(ies) that may be affected by the Lease.
11. **Execution; Counterparts.** The parties warrant and represent to each other that the person who executes this Third Addendum on their behalf has the full power and authority to enter

this Third Addendum, and that any approvals or authorizations necessary to enter this Third Addendum have been obtained. This Third Addendum may be executed in any number of identical counterparts and, if so executed, shall constitute one Third Addendum, binding on all the parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart. Execution of this Third Addendum by facsimile or electronic signature shall be effective to create a binding Third Addendum and, if requested, Lessor and Lessee agree to exchange original signed counterparts in their possession.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.*



**IN WITNESS WHEREOF**, Lessor and Lessee have executed this Third Addendum as of the Effective Date.

**LESSEE:** T-Mobile West LLC, a Delaware limited liability company

By: CCTMO LLC, a Delaware limited liability company, its attorney-in-fact

By: \_\_\_\_\_  
Name: Matthew Norwood  
Title: Dir Nat'l RE Ops  
Date: APR 15 2025

**LESSOR:** City of Everett, a municipal corporation of the State of Washington

By: \_\_\_\_\_  
Cassie Franklin, Mayor  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Marista Jorve, City Clerk

APPROVED AS TO FORM:

**EXHIBIT 1**

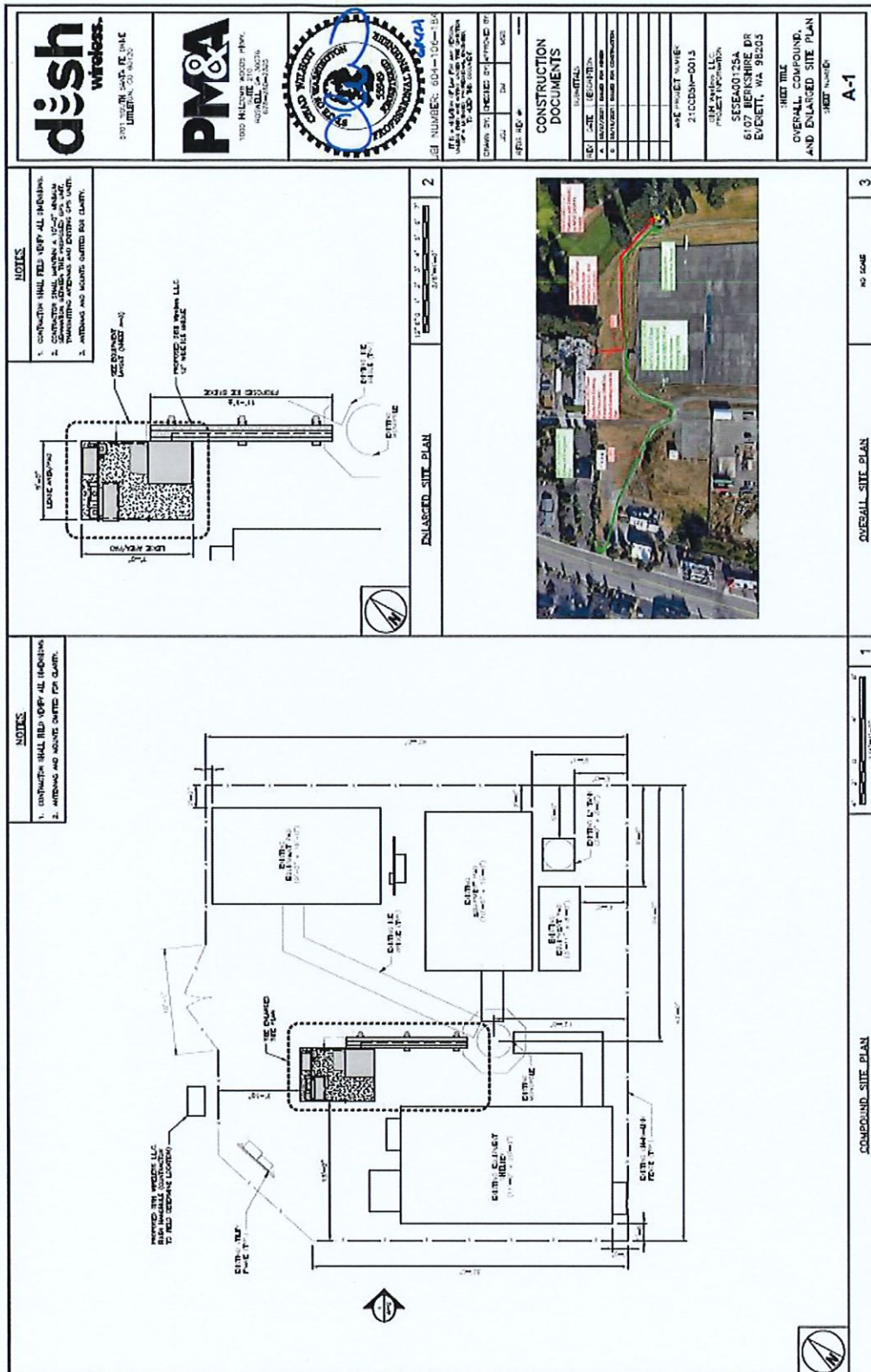
Page 7 of 27

### **DISH INSTALLATION ON MONOPOLE AT RESERVOIR NO. 3**

[Construction drawings dated May 27, 2021, rev. June 16, 2021 and October 1, 2021, appear behind this cover (19 additional pages).]

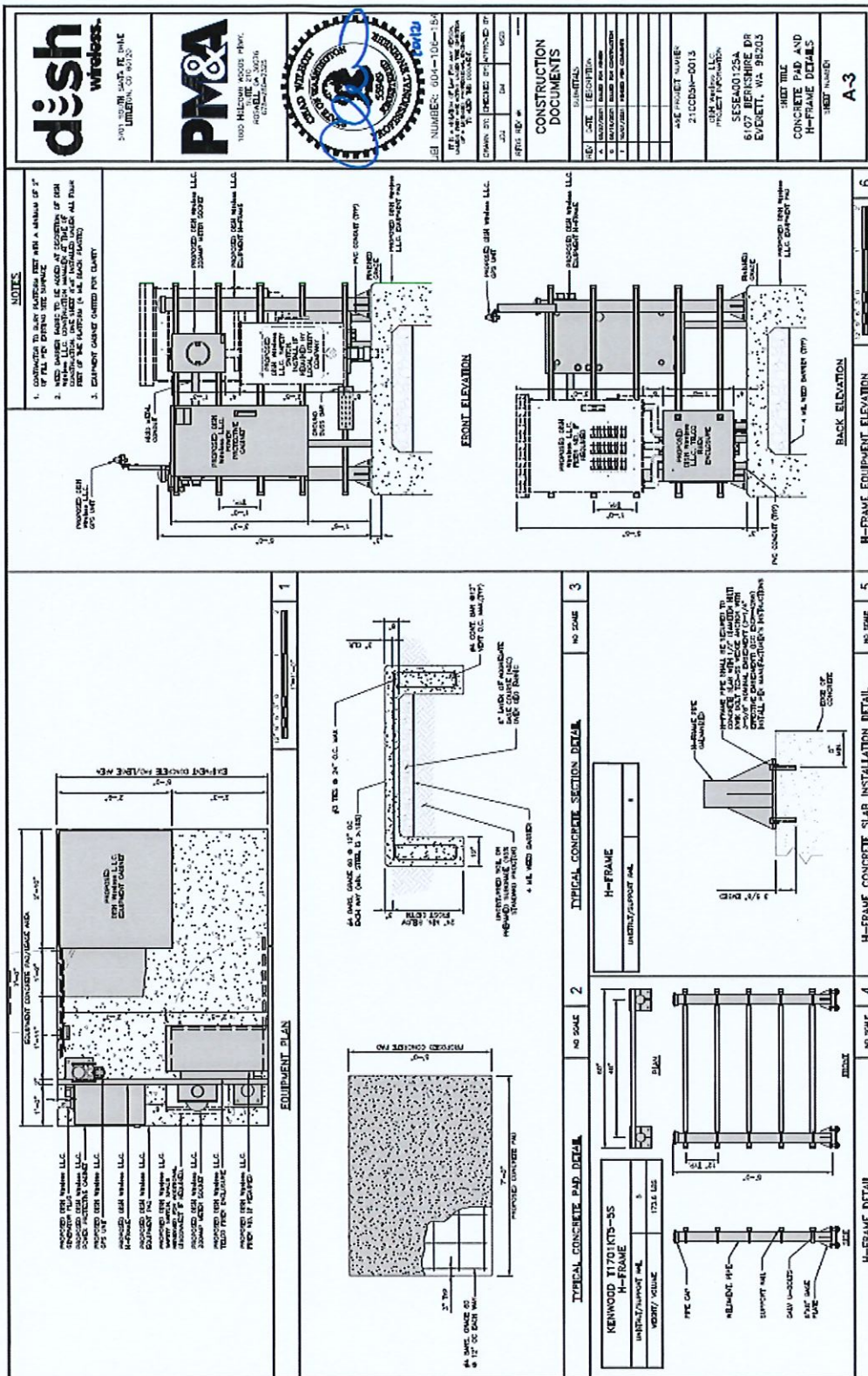









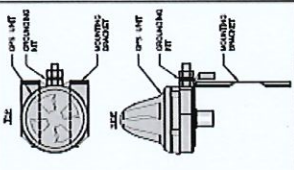
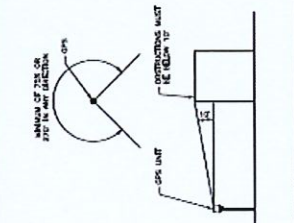
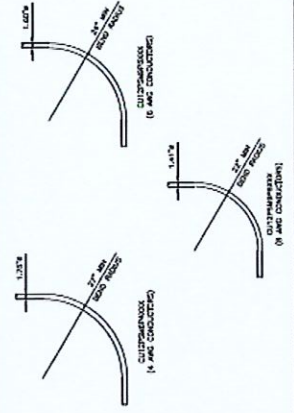
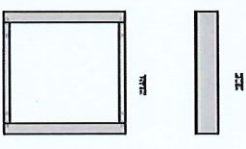
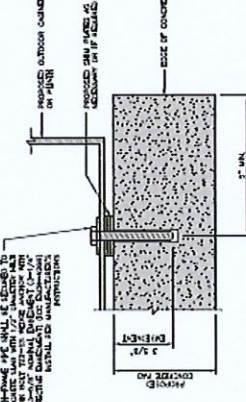
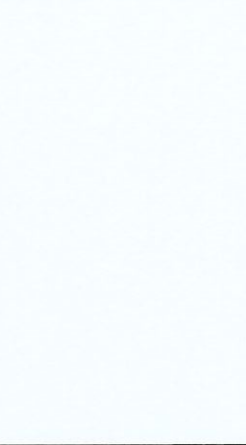











 <p>5001 10TH AVE. SE SUITE 100 EVERETT, WA 98203</p>		 <p>1000 MILLER BLVD. NW SUITE 200 ALBUQUERQUE, NM 87102</p>		 <p>LED NUMBER: 004-100-184</p>		<p>CONSTRUCTION DOCUMENTS</p>	
						<p>NO SCALE</p>	
<p>GPS ANTENNA DETAIL</p> <p>ROSENBERGER GPSGLONASS-36-N-S SUNSHINE (24" x 10") 4800T (100% ASSURED) CONNECTOR PRODUCT NAME 1000 WATT - 1000WATT</p>		<p>GPS MINIMUM SKY VIEW REQUIREMENTS</p> <p>NO SCALE</p>		<p>CABLES: UNLIMITED HYBRID CABLE MINIMUM BEND RADIUS</p> <p>NO SCALE</p>		<p>NO SCALE</p>	
						<p>NO SCALE</p>	
<p>CABINET DETAIL</p> <p>CHARLES INDUSTRY LT-97-002422 PLINTH KIT DIMENSIONS (HxW) 67.25" x 37" NOTE: CABINET AND MOUNTING HARDWARE INCLUDED</p>		<p>TYPICAL OUTDOOR EQUIPMENT TO CONCRETE SLAB ANCHORAGE</p> <p>NO SCALE</p>		<p>NO SCALE</p>		<p>NO SCALE</p>	
<p>NOT USED</p>		<p>NOT USED</p>		<p>NOT USED</p>		<p>NOT USED</p>	
<p>NOT USED</p>		<p>NOT USED</p>		<p>NOT USED</p>		<p>NOT USED</p>	













5101 SOUTH MOUNTAIN BLVD  
LITTLE ROCK, AR 72205



1100 MILITARY AVENUE, SUITE 210  
LITTLE ROCK, AR 72205  
501-225-1222



SEAL OF THE STATE OF ARKANSAS  
JANUARY 1836

PROJECT NUMBER: 604-100-184

DATE: 01/11/2011

DESIGNED BY: [Redacted]

CHECKED BY: [Redacted]

DATE: 01/11/2011

SCALE: AS SHOWN

CONSTRUCTION DOCUMENTS

NO. DATE DESCRIPTION

1 01/11/2011 REVISION

2 01/11/2011 REVISION

3 01/11/2011 REVISION

4 01/11/2011 REVISION

5 01/11/2011 REVISION

6 01/11/2011 REVISION

7 01/11/2011 REVISION

8 01/11/2011 REVISION

9 01/11/2011 REVISION

PROJECT NAME: 2100000-0013

PROJECT INFORMATION:

SESEAG0125A

6107 BERNSHIRE DR

EVERETT, WA 98035

HEET TITLE: ELECTRICAL DETAILS

HEET NUMBER: E-2

**CARLON EXPANSION FITTINGS**

CONNECTION AND APPROX. DIA	SIZE	STD. LENGTH
BRAND	1/2"	4"
BRAND	3/4"	4"
BRAND	1"	4"
BRAND	1 1/4"	4"
BRAND	1 1/2"	4"
BRAND	2"	4"
BRAND	2 1/2"	4"
BRAND	3"	4"
BRAND	3 1/2"	4"
BRAND	4"	4"
BRAND	4 1/2"	4"
BRAND	5"	4"
BRAND	5 1/2"	4"
BRAND	6"	4"
BRAND	6 1/2"	4"
BRAND	7"	4"
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BRAND	28"	4"
BRAND	28 1/2"	4"
BRAND	29"	4"
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BRAND	100"	4"

**TYPICAL UNDERGROUND TRENCH DETAIL**

NO SCALE

2

**INTERIOR WIRING LAYOUT (OPTIONAL)**

NO SCALE

3

NOT USED

7

NOT USED

8

NOT USED

9







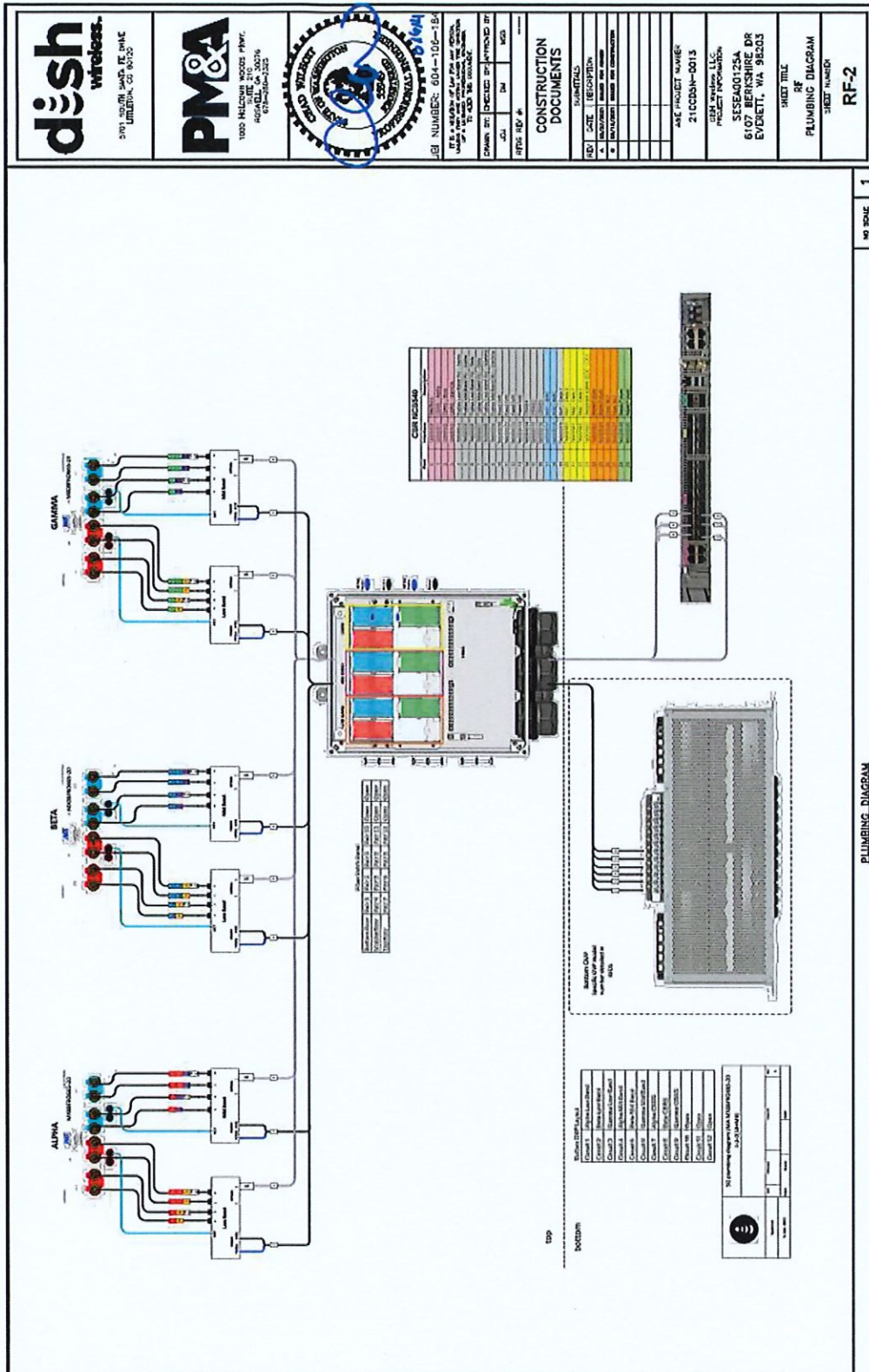






<div style="display: flex; justify-content: space-between;"> <div style="width:45%;"> <p>5100 EVERETT MALL, BURLEY, WA 98003 JUN 10, 2010</p> </div> <div style="width:45%;"> <p>1000 MILWAUKEE AVE, EVERETT, WA 98003 627-2341-2325</p> </div> </div> <div style="text-align: center; margin-top: 10px;"> <p>SEAL OF THE CITY OF EVERETT, WASHINGTON JUL 10, 2010</p> </div> <div style="margin-top: 10px;"> <p>PROJECT NUMBER: 004-100-184</p> <p>DESIGNED BY: [Redacted] DATE: [Redacted]</p> <p>CHECKED BY: [Redacted] DATE: [Redacted]</p> <p>DATE: [Redacted]</p> </div>		<div style="display: flex; justify-content: space-between;"> <div style="width:45%;"> <p>LOW BAND (OPTIONAL) - (NOT USED)</p> <p>OPTIONAL - (NOT USED)</p> <p>LOW BAND (OPTIONAL) - (NOT USED)</p> <p>OPTIONAL - (NOT USED)</p> </div> <div style="width:45%;"> <p>LOW BAND (OPTIONAL) - (NOT USED)</p> <p>OPTIONAL - (NOT USED)</p> <p>LOW BAND (OPTIONAL) - (NOT USED)</p> <p>OPTIONAL - (NOT USED)</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width:45%;"> <p>LOW BAND (OPTIONAL) - (NOT USED)</p> <p>OPTIONAL - (NOT USED)</p> <p>LOW BAND (OPTIONAL) - (NOT USED)</p> <p>OPTIONAL - (NOT USED)</p> </div> <div style="width:45%;"> <p>LOW BAND (OPTIONAL) - (NOT USED)</p> <p>OPTIONAL - (NOT USED)</p> <p>LOW BAND (OPTIONAL) - (NOT USED)</p> <p>OPTIONAL - (NOT USED)</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width:45%;"> <p>LOW BAND (OPTIONAL) - (NOT USED)</p> <p>OPTIONAL - (NOT USED)</p> <p>LOW BAND (OPTIONAL) - (NOT USED)</p> <p>OPTIONAL - (NOT USED)</p> </div> <div style="width:45%;"> <p>LOW BAND (OPTIONAL) - (NOT USED)</p> <p>OPTIONAL - (NOT USED)</p> <p>LOW BAND (OPTIONAL) - (NOT USED)</p> <p>OPTIONAL - (NOT USED)</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width:45%;"> <p>LOW BAND (OPTIONAL) - (NOT USED)</p> <p>OPTIONAL - (NOT USED)</p> <p>LOW BAND (OPTIONAL) - (NOT USED)</p> <p>OPTIONAL - (NOT USED)</p> </div> <div style="width:45%;"> <p>LOW BAND (OPTIONAL) - (NOT USED)</p> <p>OPTIONAL - (NOT USED)</p> <p>LOW BAND (OPTIONAL) - (NOT USED)</p> <p>OPTIONAL - (NOT USED)</p> </div> </div>	
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**Project title:** Authorize the Mayor to sign Amendment No 6 to Contract #2018-009 for Jetty Island Ferry Service to Argosy LP

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 5/14/2025  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**  
Yes X No

**PowerPoint presentation:**  
Yes X No

**Attachments:**  
Amendment No 6

**Department(s) involved:**  
Procurement  
Parks & Community Services

**Contact person:**  
Theresa Bauccio-Teschlog

**Phone number:**  
(425) 257-8901

**Email:**  
tbauccio@everettwa.gov

**Initialed by:**  
*HB*  
Department head

Administration

Council President

**Project:** Amendment No. 6 to Contract #2018-009 for Jetty Island Ferry Service to Argosy LP

**Partner/Supplier:** Argosy LP

**Location:** *If relevant*

**Preceding action:** Council Award of Request for Proposal #2018-009 on November 14, 2018.  
Council approved Contract Amendment #1 on June 10, 2020.  
Council approved Contract Amendment #2 on May 5, 2021.  
Council approved Contract Amendment #3 on April 13, 2022.  
Council approved Contract Amendment #4 on April 5, 2023.  
Council approved Contract Amendment #5 on March 13, 2024.

**Fund:** 101 5403000000410 – Jetty Island Professional Services

## Fiscal summary statement:

The City of Everett is being reimbursed for the entire cost of the Jetty Island Ferry Service in 2025 from the Port of Everett. The Port and the City are working in partnership with Snohomish County to continue the online reservation portal that was created in 2021. Online reservations allow visitors to reserve a specific ferry time for just \$3 per person on Wednesday and Thursday, and \$5 per person Friday through Sunday. Children two and under ride free, but still require a reservation to maintain allowable rider counts. The Port of Everett will retain all fees as a partial repayment for the cost of ferry service in 2025.

## Project summary statement:

On November 18, 2018, the council authorized a ten-year contract with Argosy LLP for ferry service during the summer as part of the Parks and Community Services Jetty Island Days program. Contract Amendment #1 canceled the program, including the ferry service for the 2020 season, in response to COVID-19 impacts. Contract Amendment #2 amended the contract to provide five days of service for the 2021 season and added a cost-of-living increase, which was requested but not included in the original contract. Contract Amendment #3 provided five days of service for the 2022 season, removed the 4<sup>th</sup> of July Cruise for 2022, and adjusted the 2022 price for a requested cost-of-living increase. Contract Amendment #4 continued five days of service for the 2023 season, removed the 4th of July Cruise, amended the names of the offered one-hour cruises, and adjusted the 2023 price for a requested cost-of-living increase. Contract Amendment #5 continued providing five days of service for the 2024 season, committed the dates of the offered one-hour cruises, and including a requested cost-of-living increase.

Contract Amendment #6 will allow five days of service to continue for the 2025 season, commits the dates of the offered one-hour cruises, adds an additional one-hour cruise, and adjusts the 2025 price to compensate Argosy for the actual cost of service.

## Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No 6 to Contract #2018-009 for Jetty Island Ferry Service to Argosy LP as substantially provided.

**AMENDMENT NO. 6**  
**CONTRACT #2018-009 – JETTY ISLAND FERRY SERVICE**  
**BETWEEN THE CITY OF EVERETT**  
**AND ARGOSY LP**

This Amendment No. 6 is dated for reference purposes May 14, 2025. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington (“City”), and Argosy LP (“Service Provider”).

**RECITALS**

A. The City and Service Provider are parties to an agreement for the provision of Ferry Service to Jetty Island dated as of May 14, 2019, as amended (the “Agreement”).

B. Under the Agreement, the Scope of Work is Section 2.01 to 2.21 of the RFP. The City and the Service Provider desire to amend the Agreement for the purpose of modifying the Scope of Work in Section 2.04 of the RFP for the 2025 season and adjusting the cost for service.

**AGREEMENT**

The City and Service Provider agree as follows:

1. The portion of the Scope of Work contained in RFP #2018-009, Section 2.04, is modified for the 2025 season to read as follows:
  - 1) Jetty Island Passenger Service – Passenger Ferry Service to and from the Island, from July 5<sup>th</sup> to August 31st, five days per week, starting at 10:00 am to 5:45 pm on Wednesday, Thursday, and Sunday. Friday and Saturday service will be offered from 10:00 am to 6:45 pm.
  - 2) Throwback Thursday Historic Everett Cruise – Five (5) Cruises lasting 1 hour each. Cruises start at the departure dock used for Jetty Island and continue up to the mouth of the Snohomish River and back down to the Port of Everett shipyards, then returning to the Jetty Island departure dock. These cruises will be scheduled from 6:00 p.m. to 7:00 p.m. For 2025, the tour dates are July 10, 24, August 7, 21, 28
  - 3) Port of Everett Working Waterfront Tour– Five (5) cruises lasting 1 hour each. Cruises start at the departure dock used for Jetty Island and head south to the Port of Everett Seaport, then return to the Jetty Island departure dock. Cruises start at the departure dock used for Jetty Island and head south to the Port of Everett Seaport, then return to the Jetty Island departure dock. These cruises will be scheduled from 6:00 p.m. to 7:00 p.m. For 2025, the tour dates are July 9 - not open to the public, 16, 30, August 13, 27.

The modifications in 1) through 3) above do not apply to the years 2026 and after, and modifications for those later years will be determined on a season-by-season basis.

2. Section 3 of the Agreement is modified to read as follows:

The City shall pay the Contractor only for completed Services. The compensation in this Section is complete compensation for the Services (including, without limitation, labor, materials, vessel costs, and fuel).

Compensation under this Contract for each Contract year is determined as follows:

2019	\$109,000, which has been paid in full
2020	\$0
2021	\$99,300, which has been paid in full
2022	\$113,110.88, which has been paid in full
2023	\$102,204.46, which has been paid in full
2024	\$110,061.90
2025	\$128,552
2026 and after	The previous year's compensation is adjusted based on the CPI percent change from the previous year to the current year. For example, 2025 compensation will be calculated based on CPI percent change from Dec 2024 (354.348) to December 2025.

All CPI adjustments are based on the Consumer Price Index – Seattle-Tacoma-Bellevue – CPI-U, Series Id: CUURS49DSA0 - not seasonally adjusted.

The CPI adjustments for 2026 and after, shown in the table above, will only occur if requested by the Service Provider. Such request must be submitted in writing 90 days prior to the effective date of the price revision and submitted to the Procurement Professional in the City Procurement division.

3. Regardless of the date(s) on which this Amendment is signed by the parties, the parties agree that the Agreement has been continuously in effect since May 14, 2019.
4. At the sole discretion of the City, the City may consent to the Service Provider's signature on this Amendment being by email, fax, pdf, or other electronic means, in which case such Service Provider signature will be deemed an original signature for all purposes. The City will be deemed to have given such consent effective upon execution of this Amendment by the Mayor of the City. This Amendment may be signed in counterparts.
5. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

**CITY OF EVERETT  
WASHINGTON**

**Argosy LP**

By: \_\_\_\_\_  
Cassie Franklin, Mayor

\_\_\_\_\_  
Date

Signature: \_\_\_\_\_  
Typed/Printed Name: Kevin Clark  
Title: Managing Member SeaLARK LLC acting  
as General Partner for Argosy  
LP

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Office of the City Clerk  
Date: \_\_\_\_\_

**STANDARD  
AGREEMENT  
APPROVED AS TO  
FORM  
DAVID C. HALL  
CITY ATTORNEY**



## City Council Agenda Item Cover Sheet

**Project title:** Police Wellness Grant

**Council Bill #**

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 5/14/2025  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

X Yes No

**PowerPoint presentation:**

Yes X No

**Attachments:**

**Department(s) involved:**

Police

**Contact person:**

Brett Yeadon

**Phone number:**

425-257-8557

**Email:**

byeadon@everettwa.gov

**Initialed by:**

JD

Department head

Administration

Council President

**Project:** Police Wellness Grant

**Partner/Supplier:** Criminal Justice Training Commission

**Location:** N/A

**Preceding action:** N/A

**Fund:** 031/Police &156/Criminal Justice

**Fiscal summary statement:**

The Everett Police Department would like to apply for a grant through the Criminal Justice Training Commission in the amount of \$68,877 to fund various projects to improve the mental and physical health of department employees. There is no matching funds requirement.

If awarded these funds, a budget amendment will be needed.

**Project summary statement:**

In the face of nationwide recruitment and retention challenges in law enforcement, officer wellness is of paramount importance. Addressing both mental and physical health allows our officers to grow in their resilience so they can continue to provide first-class service to our community and reduces department costs associated with turnover.

To promote mental health, we intend to request grant funding to cover the cost of two "Guardian Retreats," which is intensive 3-day emotional resilience training for 10 officers at a time. We would also like to fund training for our Peer Support team: two, 8-hour continuing education sessions for existing members and funds to put 6 employees through new member training. Peer Support provides confidential emotional support to struggling employees.

To promote physical health, we intend to request grant funding to provide instruction on physical fitness and injury reduction. First, we want to provide every police employee with one year of access to the FitBod App which is an AI powered workout app that generates personalized workout plans based on goals, available equipment and muscle recovery. Additionally, we would like to fund a Tactical Functional Movement Assessment which will focus on improving joint mobility, flexibility and strength. These efforts will allow personnel to use previously grant-funded fitness equipment to its fullest potential to safely improve fitness with minimal injury risk.

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

Authorize City staff to apply for and if awarded, authorize the Mayor to sign all necessary documents and agreements with the Criminal Justice Training Commission regarding the application, acceptance, and utilization of the Police Wellness Grant, in the amount of \$68,877.00.



**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. 4072-25.

**Council Bill #**

CB 2504-27

**Agenda dates requested:**

Briefing

1<sup>st</sup> Reading 05/07/2025

2<sup>nd</sup> Reading 05/14/2025

Consent

Action 05/21/2025

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](#)  
[Ordinance No. 4072-25, approved on 2/5/25](#)

**Fiscal summary statement:** Fund 303 – Public Works Improvement Projects

Ordinance 4072-25 authorized an appropriation of \$34,850,000 for design and construction of the project.

The City has received proceeds from the Limited Tax General Obligation (LTGO) Bonds, Series A and B. An allocation of \$4,150,000 from the Series A bond proceeds will be applied to fund this project. This funding will offset a corresponding reduction in the prior local fund allocation from Fund 157. The total project appropriation and costs remain unchanged.

This Ordinance will repeal Ordinance 4072-25, and authorizes the following appropriations to be programmed:

Design and Construction (previously programmed)	\$ 34,850,000
LTGO Series A Bond Proceeds (newly programmed)	\$ 4,150,000
Fund 157 – Traffic Mitigation (programmed reduction)	\$ (4,150,000)
Total Project Costs	\$ 34,850,000

The total programmed available funding for design and construction of the project is \$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
LTGO Series A Bond Proceeds	\$ 4,150,000
Fund 157 – Traffic Mitigation	\$ 1,850,000
Total Funds	\$ 34,850,000

**Project summary statement:**

This ordinance amends the funding appropriations to reflect usage of LTGO Bonds, for the removal and replacement of 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. 4072-25.



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

**An ORDINANCE creating a special improvement project entitled “Edgewater Creek Bridge Replacement” Fund 303, Program 115, and repealing Ordinance No. 4072-25**

**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. 4072-25 obligated funds for the design and construction and there is need to program bond proceeds.

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

**Section 1.** Ordinance No. 4072-25 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
	LTGO Series A Bond Proceeds	4,150,000
	Fund 157 – Traffic Mitigation	<u>1,850,000</u>
	Total Funds	\$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.

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Cassie Franklin, Mayor

ATTEST:

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Marista Jorve, City Clerk

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



ORDINANCE

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

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

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

**Project title:** Apprenticeship Ordinance

**Council Bill #** interoffice use  
CB 2504-28

**Agenda dates requested:**

Briefing 05/07/2025  
Proposed action 05/14/2025  
Consent  
Action 05/21/2025  
Ordinance X  
Public hearing  
Yes x No

**Budget amendment:**

Yes x No

**PowerPoint presentation:**

Yes x No

**Attachments:**

Apprenticeship Ordinance

**Department(s) involved:**

**Contact person:**

Jennifer Gregerson

**Phone number:**

**Email:**

jgregerson@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Project:** Apprenticeship Ordinance, expanding current requirements

**Partner/Supplier:** NA

**Location:** NA

**Preceding action:** [Ordinance 7461](#) related to projects above \$5million adopted 12/18/19 and [Apprenticeship Resolution 5286](#) related to City buildings adopted 1/8/03

**Fund:** NA

**Fiscal summary statement:** NA

**Project summary statement:**

This apprenticeship ordinance would expand existing requirements to all city projects. Current state law covers all projects above a \$2m threshold. This ordinance would expand that beginning on July 1, 2026 to projects above a \$1.5m threshold, and dropping to include all projects above a \$1.0m threshold on July 1, 2027. State law requires the same, but on a longer timeline ending on 7/1/28.

City staff communicated with various contracting representatives, labor representatives and staff subject matter experts to draft, review and finalize this proposal.

This ordinance includes objective requirements for future bids, ensuring that contractors who do not comply within a two-year retrospective window are not allowed to earn future contracts, based on good-faith efforts. The language related to good faith efforts is the same as the statewide WSDOT apprenticeship requirements.

The ordinance includes robust reporting requirements for the number and percentage of apprentices by craft, gender, minorities, and veterans.

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

Adopt an Ordinance relating to Utilization of Apprentices on Public Works Construction Projects, adding a new section to chapter 3.80 EMC.



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

**An ORDINANCE relating to Utilization of Apprentices on Public Works Construction Projects, adding a new section to chapter 3.80 EMC.**

**WHEREAS,**

- A. A highly skilled workforce is essential for enhanced economic growth and the continued prosperity of workers and the City of Everett.
- B. Shortages of skilled construction workers limit job growth and affect our economy.
- C. The responsibility to train the next generation of skilled workers rests with both the public and private sectors.
- D. The City of Everett is committed to working in partnership with labor and business to create a skilled workforce that reflects the diversity of our population and promotes community development.
- E. Growing participation in apprenticeship programs today will ensure a viable workforce in the construction trade industry tomorrow.
- F. In connection with apprentice utilization, the City Council in 2003 adopted Resolution 5286 (entitled "Promoting the Use of Apprentices in Public Works Projects"), which states that "the City shall require good faith efforts from contractors" so that the level of apprenticeship participation is fifteen percent (15%) of total labor hours "for contracts estimated to cost more than one million dollars (\$1,000,000.00) for the construction, remodeling, or renovation of City buildings."
- G. In Resolution 7461 (entitled "A Resolution of the City of Everett concerning Project Labor Agreements and Community Workforce Agreements"), the City Council in 2019 stated as follows regarding the apprenticeship requirement in Resolution No. 5286:

In practice, this apprentice requirement has been applied to projects relating to City buildings by the Facilities department. Past projects using this apprenticeship requirement include the Municipal Court project, the Key Bank remodel and the current Evergreen Branch Library expansion project. The City Council intends for City staff to continue the City's longstanding and successful apprenticeship requirements and practices under Resolution No. 5286.

- H. RCW 39.04.320 was revised in 2023 to establish the following schedule for implementation of apprentice requirements on municipal public works contracts:

RCW 39.04.320		
Date	Threshold	Requirement
Contracts awarded after July 1, 2024	\$2,000,000 or more	15 percent of labor hours performed by apprentices
Contracts advertised for bid on or after July 1, 2026	\$1,500,000 or more	15 percent of the labor hours performed by apprentices
Contracts advertised for bid on or after July 1, 2028	\$1,000,000 or more	15 percent of the labor hours performed by apprentices

One purpose of this ordinance is to implement the apprentice requirement for contracts or \$1,000,000 or more on July 1, 2027, rather than the July 1, 2028 date established under RCW 39.04.320.

- I. In light of the critical importance of training tomorrow's workforce, the City Council has now determined that the City will:
- continue its apprentice requirements for projects to City buildings by the City Parks and Facilities department estimated to cost \$1 million or more, and
  - implement apprentice requirements for all other projects on a faster schedule than the schedule under RCW 39.04.320.

The purpose of this ordinance is to implement these determinations.

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

**Section 1.** A new section (to be codified as EMC 3.80.070 and entitled "Apprentice Utilization") is hereby added to Chapter 3.80 EMC as shown below. This section supersedes and replaces Resolution 5286 (entitled "Promoting the Use of Apprentices in Public Works Projects") for all public works advertised for bid on or after July 1, 2025. Resolution 5286 remains in effect for projects advertised prior to that date.

**EMC 3.80.070 Apprentice Utilization**

- A. Definitions. The following definitions apply to this section.
1. "Apprentice" means an apprentice enrolled or registered in an apprenticeship training program approved or recognized by the Washington State Apprenticeship and Training Council.
  2. "Apprentice utilization rate" means the percentage of labor hours, including contractor and subcontractor hours, performed by apprentices.
  3. "Contractor" means a person, corporation, partnership, limited liability company, or joint venture under contract with the City to construct a public work.
  4. "Director" means the City department director whose department is undertaking the public work.
  5. "Estimated cost" or "estimated to cost" means the anticipated construction cost of a public work, as determined by the City, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes.

6. "Labor hours" means the total hours of workers receiving an hourly wage who are directly employed upon the public works project. "Labor hours" includes hours performed by workers employed by the contractor and all subcontractors working on the project. "Labor hours" does not include hours worked by foremen, superintendents, owners, and workers who are not subject to prevailing wage requirements.
7. "Public work" is as defined by RCW 39.04.010 as may be superseded or amended.
8. "Subcontractor" means a person, corporation, partnership, limited liability company, or joint venture that has contracted with the contractor or subcontractor of any tier to perform all or part of the public work.

B. Project Requirements

1. Apprentice Utilization Requirement. For the City public works projects listed below, the project contract shall require the specified apprentice utilization rate. However, this requirement does not apply when it conflicts with federal funding conditions or the conditions of any other funding.
  - a. For projects relating to City buildings by the City Parks and Facilities department estimated to cost \$1 million or more, the required apprentice utilization rate shall be no less than fifteen percent of the labor hours.
  - b. For all other projects:
    - i. For contracts advertised for bid on or after July 1, 2026 estimated to cost \$1.5 million or more, the required apprentice utilization rate shall be no less than fifteen percent of the labor hours.
    - ii. For contracts advertised for bid on or after July 1, 2027, estimated to cost \$1 million or more, the required apprentice utilization rate shall be no less than fifteen percent of the labor hours.
2. Supplemental Bidder Responsibility Requirements. Solicitations for projects with a required apprentice utilization rate under this section or under state law shall include supplemental bidder responsibility criteria (or similar requirements) pertaining to apprentice utilization requirements. A bidder will be not responsible, if, on any public project completed by the bidder during the two-year period immediately preceding the date of the bid solicitation, the awarding agency for the completed project made a final determination that the bidder failed without good faith efforts approved by the awarding agency to meet applicable project apprentice utilization requirements.
3. Preconstruction Apprentice Plan. A bidder awarded a project with a required apprentice utilization rate under this section shall submit an apprentice utilization plan prior to the preconstruction meeting that reflects its plan to meet or exceed the required apprentice utilization rate. Contractors shall update their apprentice utilization plan throughout the project to reflect changes to their plan to meet the required apprentice utilization rate.
4. Contract Requirements. Contract documents for projects with a required apprentice utilization rate under this section shall include provisions detailing the apprentice labor requirements, including enforcement provisions and provisions requiring monitoring and periodic reporting.

5. Adjustment. The Director may adjust a project's apprentice utilization rate upon the Director's determination that at least one of the following reasons apply:
- a. A demonstrated lack of availability of apprentices in the specific geographic area of the project;
  - b. the contractor has demonstrated a good faith effort to comply with the requirements of this section but has been unable;
  - c. the project has a disproportionately high ratio of material costs to labor hours, which does not make feasible the required apprentice utilization rate; or
  - d. other reason(s) as may be determined by the City Council.

In lieu of the adjustment procedure in this Section 5, contract documents for projects may instead include good faith effort (GFE) procedures substantially similar to WSDOT local project template apprentice provisions.

6. Reporting. The Mayor shall report to the City Council annually upon the use of apprentices for projects with a required apprentice utilization rate under this section. The report shall include to the extent it is available:
- a. The percentage of labor hours actually worked by apprentices on each project and the total number of labor hours on each such project;
  - b. The number of apprentices by contractor broken down by trade and craft category;
  - c. The number and percentage of minorities, women and veterans utilized as apprentices on each project;
  - d. The number and percentage of City of Everett residents utilized as apprentices on each project; and
  - e. Data, to the extent it is available, on the use and issuance of exceptions and waivers under EMC 3.80.070.B.5 for the prior 12-month period.

"Craft" for this reporting subsection means each and every trade and occupation recognized as being involved in public work based on Washington State Prevailing Wage Rules in WAC 296-127-013.

**Section 2.** The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

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

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

**Section 5.** It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. Nothing contained in this Ordinance is intended nor shall be construed to create or form the

basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

**Section 6.** This ordinance is effective July 1, 2025.

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

ATTEST:

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

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

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

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

EFFECTIVE DATE: JULY 1, 2025



**Project title:**

An Ordinance Creating a Special Improvement Project Entitled "Police Firing Range Renovations Project", Fund 342, Program 50, to Accumulate All Permitting and Construction Costs for the Renovation Project in the Amount of 127,000

**Council Bill #**

CB 2505-29

**Agenda dates requested:**

Proposed Action 5/14/25  
Proposed Action 5/21/25  
Consent  
Action 5/28/25  
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:** Police Firing Range Renovations

**Partner/Supplier:** N/A

**Location:** 701 ½ E. Mukilteo Boulevard, Everett, WA 98203

**Preceding action:** None

**Fund:** Fund 342, Program 50 (CIP-1)

**Fiscal summary statement:**

The proposed Ordinance will provide funding for the permitting and construction costs for the Police Firing Range Renovations Project. The source of funds for this project is Fund 342, Program 50 (CIP-1) as identified in the CIP-1 funding model.

All related permitting and construction costs are estimated at \$127,000.

**Project summary statement:**

Plans and specifications have been prepared for the Police Firing Range Renovations Project to the satisfaction of the Parks & Facilities Department.

The existing Firing Range Building needs structural roof repairs. In addition to the structural repairs, the roofline will be extended to provide additional covered area for Police staff. The container storage unit will be retrofitted with insulated panels, venting and a split unit HVAC system to properly preserve all ammunition and equipment from excessive heat and moisture levels.

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

Adopt an Ordinance creating a Special Construction Project entitled "Police Firing Range Renovations Project", Fund 342, Program 50, to accumulate all permitting and construction costs for the renovation project in the amount of \$127,000.



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

**An ORDINANCE creating a special improvement project entitled, “Police Firing Range Renovations” Project, Fund 342, Program 50, to accumulate all permitting and construction costs for the renovation project in the amount of 127,000.**

**WHEREAS,**

- A.** The City Council recognizes the need to maintain and improve Police buildings and storage facilities.
- B.** The City Council recognizes the value and need to provide Everett Police with a safe and improved Firing Range and temperature-controlled storage unit for preserving ammunition and related equipment.
- C.** The City recognizes that the Police Firing Range is in need of structural roof repairs and has reached the end of its useful life and requires renovation.

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

**Section 1.** A special improvement project fund is hereby entitled “Police Firing Range Renovations”, Fund 342, Program 50 (CIP-1).

**Section 2.** 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 3.** The estimated cost of construction is \$127,000.

**Section 4.** The sum of \$127,000 is hereby appropriated to Fund 342, Program 50, “Police Firing Range Renovations”, project.

<b>A. Use of Funds</b>	
Construction	<u>\$127,000</u>
Total	\$127,000
<b>B. Source of Funds</b>	
CIP-1	<u>\$127,000</u>

Total \$127,000

- 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 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: \_\_\_\_\_



An Ordinance Creating a Special Improvements Project Entitled "Later Phase Eclipse Mill Park", Fund 308, Program 083, to Accumulate Construction Costs for the Eclipse Mill Park Project in the Amount of \$4,400,000

## Project title:

### Council Bill #

CB 2504-25

### Agenda dates requested:

#### Briefing

Proposed action 04/30/25

Proposed action 05/07/25

#### Consent

Action 05/14/25

#### Public hearing

Yes ☒ No

### Budget amendment:

Yes ☒ No

### PowerPoint presentation:

Yes ☒ No

### Attachments:

Ordinance Amendment

### Department(s) involved:

Parks & Facilities

Finance

### Contact person:

Bob Leonard

### Phone number:

425-257-8335

### Email:

bleonard@everettwa.gov

### Initialed by:

RML

Department head

Administration

Council President

**Project:** Later Phase Eclipse Mill Park Construction

**Partner/Supplier:** TBD

**Location:** Riverfront Development Area

**Preceding action:** Funding Ordinance [3986-23](#)

**Fund:** Fund 308, Program 083

### Fiscal summary statement:

On December 13, 2023, City Council adopted an ordinance to fund design and construction support services for the Eclipse Mill Park and Riverfront Trail Projects in the amount \$1,113,752. This ordinance will provide the funding necessary to complete physical construction of the Later Phase Eclipse Mill Park project. The source of funds for the project is 2025 Limited-Tax General Obligation (LTGO) Series B bond proceeds. The funding needed for the construction of the Later Phase Eclipse Mill Park project is \$4,400,000.

### Project summary statement:

The work at Eclipse Mill Park will develop the waterside portion of the future park, the site of a former lumber mill. Completed amenities include a river overlook deck, gangway and personal watercraft floating boarding dock on the Snohomish River, debris deflector, and access trail in the lowland park area.

The project will lay back and stabilize the riverbank and install stone column ground improvements. Relic timber piles, concrete debris, and other associated debris will be removed from the riverbank. The shoreline will be restored with native plantings and aquatic habitat which will be enhanced with streambed sediment and large woody debris.

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

Adopt an Ordinance creating a special improvements project entitled "Later Phase Eclipse Mill Park", Fund 308, Program 083, to accumulate construction costs for the Eclipse Mill Park Project in the amount of \$4,400,000.



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

**An Ordinance creating a special improvement project entitled "Later Phase Eclipse Mill Park", Fund 308, Program 083, to accumulate construction costs for the Eclipse Mill Park Project in the amount of \$4,400,000.**

**WHEREAS,**

- A. The City of Everett is committed to a planned parks capital improvement program as part of the City of Everett Parks & Recreation Comprehensive Plan.
- B. The City of Everett is committed to the construction of the Later Phase Eclipse Mill Park Project in advance of the Eclipse Mill Park by Shelter Holdings.
- C. The Later Phase Eclipse Mill Park Project shall include stabilization of the Snohomish riverbank, river overlook, gangway and personal watercraft floating boarding dock and debris deflector.
- D. Ordinance 3839-21 established Fund 354, Program 073 to accumulate design costs for the project in the amount of \$600,000.
- E. Ordinance 3986-23 was established amending Ordinance 3839-21, Fund 354, Program 073, to accumulate design, bid, and construction support services for the project in the amount of \$1,113,752.
- F. Additional funding is required to construct the Later Phase Eclipse Mill Park amenities.

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

**Section 1.** A special improvement project is hereby established as Fund 308, Program 083, and shall be entitled "Later Phase Eclipse Mill Park" to accumulate all construction costs for the improvement project.

**Section 2.** 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 3.** The estimated cost of construction is \$4,400,000.

**Section 4.** The sum of \$4,400,000 is hereby appropriated to Fund 308, Program 083, "Later Phase



Eclipse Mill Park” as follows.

The sum of \$4,400,000 is hereby appropriated to Fund 308, Program 083, “Later Phase Eclipse Mill Park”

A. Use of Funds	
Construction	<u>\$4,400,000</u>
Total Costs	\$4,400,000
B. Source of Funds	
2025 LTGO Series B Bond Proceeds	<u>\$4,400,000</u>
Total Costs	\$4,400,000
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 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.

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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 "WPCF FEN Meter Replacement" Fund 336, Program 048.

**Council Bill #** *interoffice use*

CB 2504-26

**Agenda dates requested:**

Briefing  
1<sup>st</sup> Reading 04/30/25  
2<sup>nd</sup> Reading 05/07/25  
Action 05/14/25  
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

**Project:** WPCF FEN Meter Replacement

**Partner/Supplier:** N/A

**Location:** Water Pollution Control Facility (WPCF)

**Preceding action:** None

**Fund:** 336 - Water & Sewer System Improvements Fund

**Fiscal summary statement:**

The funding source for this project will be Fund 401 Water and Sewer Utility Fund.

The programmed available funding for engineering assessment and design of this project is \$250,000.

**Project summary statement:**

The existing WPCF Final Effluent North (FEN) pump station flow metering system is beyond its useful life and inaccurate at certain flow rates. Accuracy and/or calibration issues have the potential to become Department of Ecology (DOE) permit compliance issues. WPCF staff have shelf ready parts and can keep the current metering system in service for the next two to three years; however, additional replacement parts are no longer available. The proposed project will replace the FEN metering system with a more appropriate metering system to ensure that WPCF remains in compliance with DOE permitting requirements. The new system may require reconfiguring the pump station outlet piping and possible work within adjacent wetland areas.

Council approval of this ordinance will provide funding for engineering assessment and design phase of the project.

Public Works will return with a subsequent funding ordinance when design is substantially complete and detailed construction cost estimates are available.

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

Adopt an Ordinance creating a special improvement project entitled "WPCF FEN Meter Replacement" Fund 336, Program 048.



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

**An ORDINANCE creating a special improvement project entitled “WPCF FEN Meter Replacement” Fund 336, Program 048, to accumulate all costs for the improvement.**

**WHEREAS,**

- A.** The City of Everett is committed to a planned sewer treatment infrastructure improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to construct new improvements at the Water Pollution Control Facility.

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

**Section 1.** A special improvement project is hereby established as Fund 336, Program 048, entitled “WPCF FEN Meter Replacement” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

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

**Section 3.** The sum of \$250,000 is hereby appropriated to Fund 336, Program 048, “WPCF FEN Meter Replacement” as follows:

A. Estimated Project Assessment & Design Costs	\$ 250,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$ 250,000

**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.

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Cassie Franklin, Mayor

ATTEST:

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Marista Jorve, City Clerk

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

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

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

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



Award the Construction Contract for the Later Phase Eclipse Mill Park Project to Strider Construction Co., in the Amount of \$3,634,393.

**Project title:****Council Bill #****Agenda dates requested:**

Briefing  
Proposed action  
Proposed action  
Consent  
Action 05/14/2025

Public hearing  
Yes ☒ No

**Budget amendment:**  
Yes ☒ No

**PowerPoint presentation:**  
Yes ☒ No

**Attachments:**  
Bid Opening Final Results

**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:** Later Phase Eclipse Mill Park Project

**Partner/Supplier:** Strider Construction Co., Inc.

**Location:** Riverfront Development Area

**Preceding action:** Funding Ordinance

**Fund:** Fund 308, Program 083 (CIP-2)

**Fiscal summary statement:**

Bids were opened on April 8, 2025 with 3 bids received.

Strider Construction Co. submitted the lowest responsive, responsible bid in the amount of \$3,307,000 plus Washington State Sales Tax (\$327,393) for a total construction contract amount of \$3,634,393.

The engineer's estimate for construction was \$3,500,000.

Council approved a funding Ordinance, creating a special improvement project from Fund 308, Program 083 (CIP-2 Bond Proceeds) for the construction of the project.

**Project summary statement:**

The City's current agreement with the Riverfront Developer, Shelter Holdings, is to construct the Later Phase of the Eclipse Mill Park Project.

The work at Eclipse Mill Park includes stabilization of the Snohomish riverbank, waterside amenities including a river overlook deck, gangway and personal watercraft floating boarding dock, debris deflector, and access trail in the lowland park area.

Project construction will begin Summer 2025

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

Award the Construction Contract for the Later Phase Eclipse Mill Park Project to Strider Construction Co. in the amount of \$3,634,393.



City of Everett  
Parks and Facilities Department  
802 East Mukilteo Blvd.  
Everett, WA 98203

**BID OPENING  
FINAL RESULTS**

The City of Everett provides the following Tabulation of Bids which was read aloud during the public bid opening on:

**DATE:** ~~April 1, 2025~~ April 8, 2025 (Revised per Addendum #3)

**Bid No.** 383921

**Name:** Later Phase Eclipse Mill Park Project

**Engineer's Estimate:** \$3,500,000

**Contact:** Katherine Phillips

<b>BIDDER:</b>	<b>GRAND TOTAL:</b>
1. Sunset Grill Construction	\$3,874,462.01
2. Bergerson Construction, Inc.	\$4,671,041.25
3. Strider Construction Co., Inc.	\$3,634,393.00
4.	
5.	
6.	
7.	
8.	

Bids will be evaluated for responsiveness or responsibility. Final award information will be posted at: [www.bxwa.com](http://www.bxwa.com) . Please direct any questions to: [KPhillips@everettwa.gov](mailto:KPhillips@everettwa.gov) . Thank you for your interest and participation.



## City Council Agenda Item Cover Sheet

**Project title:** 2025 – 2029 Consolidated Plan & 2025 Annual Action Plan

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing 05/14/25  
Proposed action  
Consent  
Action 05/28/25  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

X Yes No

**PowerPoint presentation:**

Yes X No

**Attachments:**

2025 2029 Consolidated Plan  
Draft

**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 – 2029 Consolidated Plan & 2025 Annual Action Plan

**Partner/Supplier:** U.S. Department of Housing and Urban Development (HUD)

**Location:** N/A

**Preceding action:** CDAC Public Hearings, December 10, 2024 & April 22, 2025

**Fund:** 198/CDBG, 197/CHIP

**Fiscal summary statement:**

Annually, the City receives a direct entitlement from HUD's Office of Community Planning and Development for the CDBG Program. The City is also in Interlocal Agreements with Snohomish County for HUD's HOME Program Funds and 2060 Affordable Housing Trust Funds.

The 2025 – 2029 Consolidated Plan guides federal HUD entitlement and program income funds for a five-year period under the Community Development Block Grant (CDBG), which supports Funds 197 and 198 through direct allocations and revolving loan payoffs.

The 2025 Annual Action Plan (Year 1 of the Consolidated Plan) is anticipated to receive \$775,000.00 in CDBG Entitlement Funds and \$150,000.00 in Program Income/Revolving Loan payoffs. An estimated \$81,250.00 of CDBG funds will be re-allocated from prior years. The City will also receive an estimated \$425,000 in HOME Program funds and \$93,213.01 in 2060 AHTF Funds. An estimated \$206,786.99 of AHTF 2060 funds will be re-allocated from prior years.

The total revenue available for the 2025 Program Year is estimated to be \$1,581,250.00.

**Project summary statement:**

The 2025 – 2029 Consolidated Plan is a guiding document for annual entitlement funding received from HUD under the Community Development Block Grant (CDBG) Program. The City is required to update Consolidated Plans every five years. The 2025 Annual Action Plan will start the five-year term on July 1, 2025. The Consolidated Plan will continue to cover subsequent program years, ending on June 30, 2030.

The Consolidated Plan includes key components in guiding federal funding, combining needs assessment and market analysis data with strategic goals and priorities. The City's Consolidated Plan is conducted in coordination with the City of Marysville and Snohomish County, with Snohomish County acting as the Lead Participating Jurisdiction. Through interlocal agreements, Snohomish County allocates 21% of HOME Program Funds and 2060 AHTF Funds to the City.

The Community Development Advisory Committee (CDAC) has recommended the 2025 Annual Action Plan and draft 2025 – 2029 Consolidated Plan for Council review and action, following extensive public engagement efforts and public hearings conducted on December 10, 2024 and April 22, 2025.

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

Adopt the 2025 – 2029 Consolidated Plan, approve the Resolution concerning 2025 Annual Action Plan, and authorize the Mayor to execute the 2025 grant agreement with HUD.



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

**A RESOLUTION concerning  
2025 Community Development Block Grant (CDBG) Annual Action Plan,  
allocations of CDBG, HOME, and 2060 Affordable Housing Trust Funds,  
and adoption of the 2025 – 2029 Consolidated Plan**

**WHEREAS**, the City Council of the City of Everett recognized the need for certain housing and community development programs in Everett; and

**WHEREAS**, Community Development Block Grant (CDBG) funds have been made available through the United States Department of Housing and Urban Development to provide for those programs, and Everett anticipates receiving approximately \$775,000; and

**WHEREAS**, through Interlocal Agreements that automatically renew, the City of Everett will receive HOME funds and 2060 Affordable Housing Trust funds from Snohomish County this year; and

**WHEREAS**, the Community Development Advisory Committee (CDAC) has studied the housing and community development needs and priorities for Everett and has made its recommendations for CDBG funds, HOME funds, and 2060 Affordable Housing Trust funds; and

**WHEREAS**, the City Council of the City of Everett has reviewed the recommendations from the above committee; and

**WHEREAS**, the 2025 – 2029 Consolidated Plan and 2025 Annual Action Plan have been written in cooperation with the Everett Housing Authority, Snohomish County Housing Authority, Snohomish County, the City of Marysville and local non-profit service providers; and

**WHEREAS**, the City Council has reviewed the recommendations from the CDAC; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERETT AS FOLLOWS:**

1. Program and Projects to be funded with CDBG funds:

<b>Public Service Projects (Priority)</b>	<b>Funding</b>
<b>ARC: Housing Assistance &amp; Systems Navigation (Housing)</b> Funds to provide emergency financial assistance and system navigation for disabled persons.	\$21,250.00
<b>Cocoon House: Journeys (Housing)</b> Funds to support housing and services for young adults aged 18 – 24.	\$20,000.00
<b>Snohomish County Legal Services: Housing Justice Project (Housing)</b> Funds to support staffing for legal services to households facing eviction.	\$30,000.00
<b>YWCA Seattle   King   Snohomish: Homeward House (Behav. Health)</b> Funds to support staffing costs related to supportive services for parents with substance use disorders.	\$35,000.00
<b>Homage Senior Services (Food)</b> Funds to support subsidizing childcare for low-income households.	\$10,000.00
<b>TOTAL PUBLIC SERVICE</b>	<b>\$116,250.00</b>
<b>Non-Public Service Projects (Priority)</b>	
<b>City Public Improvements: Downtown Improvements (Public Infrastructure) *Contingency project</b> Improvement of existing downtown public infrastructure.	\$50,000.00
<b>Community Housing Improvement Program (Housing)</b> Rehabilitation loans and administration costs to conduct home improvement projects for low-income homeowners and downtown multi-family structures.	\$350,000.00
<b>Homage: Minor Home Repair (Housing)</b> Minor home repairs for low-income senior and disabled homeowners.	\$185,000.00
<b>TOTAL NON-PUBLIC SERVICE</b>	<b>\$585,000.00</b>
<b>CDBG Administration</b>	<b>\$155,000.00</b>
<b>TOTAL CDBG</b>	<b>\$856,250.00</b>

2. Projects to be funded with HOME funds:

<b>Public Service &amp; Non-Public Service Projects (Priority)</b>	<b>Funding</b>
<b>Housing Hope: EUCC Rainbow Terrace (Housing)</b> Funds to provide rehabilitation of roof for existing four-plex benefitting low-income households.	\$250,000.00
<b>YWCA Seattle   King   Snohomish: Tenant Based Rental Assistance (Housing)</b> Funds to support rental assistance for Everett residents.	\$100,000.00





<b>Community Housing Improvement Program (Housing)</b> Loans to conduct home improvement projects for low-income homeowners.	\$75,000.00
<b>TOTAL HOME</b>	<b>\$425,000.00</b>

3. Projects to be funded with 2060 Affordable Housing Trust Funds

<b>Public Service Projects (Priority)</b>	<b>Funding</b>
<b>Cocoon House: Cocoon House Transitions (Youth Shelter)</b> Support transitional housing shelter and supportive service costs for homeless and at-risk youth.	\$75,000.00
<b>Domestic Violence Services: Emergency Shelter (Shelter)</b> Support emergency shelter and service costs for victims and families of domestic violence.	\$75,000.00
<b>Interfaith: Family Shelter (Shelter)</b> Support emergency shelter and service costs for homeless families.	\$75,000.00
<b>VOA Western WA: Pallet Shelter Project (Shelter)</b> Support emergency shelter and services for a pallet shelter program supporting women and children.	\$75,000.00
<b>TOTAL 2060 AHTF</b>	<b>\$300,000.00</b>

<b>TOTAL CDBG, HOME, 2060 AHTF AWARDS</b>	<b>\$1,581,250.00</b>
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4. Revenue to be received:

<b>Funding Source</b>	<b>Funding Level</b>
2025 CDBG Entitlement Funds	\$775,000.00
2023 CDBG Program Year Reallocated Funds	\$81,250.00
2025 HOME Program Entitlement Funds	\$425,000.00
2025 2060 Affordable Housing Trust Funds (AHTF)	\$93,213.01
Prior Program Year (2018 - 2024) 2060 Affordable Housing Trust Funds & Interest (AHTF)	\$206,786.99
<b>TOTAL</b>	<b>\$ 1,581,250.00</b>

5. To facilitate timely spending of federal funds in accordance with the City's agreement with HUD, the City Council approves the Community Development Advisory Committee recommended contingency project list for additional fund distribution in priority order, if funds become available during the 2025 program year. Accordingly, the following contingency projects would receive an amount based on the original amount requested or total fund reallocation of \$150,000.00, whichever is lesser:

Contingency Project List

- a. City Public Improvements: Downtown Improvements

b. City of Everett Community Housing Improvement Program (CHIP)

6. For the purposes of the resolution, projects approved to receive funding under this resolution are referred to as “Approved Projects.” Persons approved to receive funding under this resolution for the Approved Projects are referred to as “Approved Providers.”
7. The City Council approves the Community Development Advisory Committee recommendation of adjusting evenly all Approved Projects’ funding amounts based on the difference between the estimate and final award for CDBG and HOME fund. If the final award difference is greater than \$150,000.00, the Committee will reconvene to provide an updated funding recommendation. Further, if uncommitted funds less than \$150,000 remain during a program year, then allocation of such funds will be in accordance with the 2025 Annual Action Plan and the Citizen Participation Plan.
8. The Mayor and the Mayor’s designee(s) are hereby authorized to make application to the U.S. Department of Housing and Urban Development (and, as necessary to the State of Washington, Snohomish County or any other governmental entity) for funding assistance in accordance with this resolution and the requirements of each such application. The Mayor and the Mayor’s designee(s) are authorized to sign and provide the needed documents and to take all necessary actions necessary to complete all application processes.
9. This resolution will become part of the formal application to the U.S. Department of Housing and Urban Development and to the State of Washington.
10. All payments and income from the Housing Rehabilitation Program (Fund 197) revolving loan fund will be used for CHIP housing rehabilitation and administrative purposes. This is estimated at \$150,000.00 for 2025.
11. The Mayor is authorized to execute all contracts and take all other actions necessary to implement the funding to Approved Providers for the Approved Projects, all in accordance with this resolution, including without limitation grant agreements, loan agreements, and associated documents with Approved Providers.
12. Loans for Approved Projects that are housing projects will be paid back to the City of Everett unless otherwise approved by City Council.
13. The annual Community Development Block Grant Administration funding will the amount allowed from the annual grant and will be set-aside and no application made in

the committee process. This is being done as a time saving action and because of the need to be more efficient with staff time.

14. The 2025 – 2029 Consolidated Plan and 2025 Annual Action Plan is hereby approved to be submitted to the U.S. Department of Housing and Urban Development.

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Councilmember Introducing Resolution

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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Council President



**2025 – 2029**

*DRAFT*

**CONSOLIDATED PLAN**

**&**

**2025 ANNUAL ACTION**

**PLAN**

# Executive Summary

## ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

The Consolidated Plan is five-year long range document outlining community needs, market trends, strategic goals, and funding allocations for federal funding received by the U. S. Department of Housing and Urban Development (HUD). This document is a requirement by HUD, directly related to the City of Everett's receipt of Community Development Block Grant (CDBG) funds. The City is also a part of the Snohomish County HOME Consortium, which allows the City to receive HUD HOME Program dollars. HUD requires entitlement cities, such as Everett, to submit their Consolidated Plan information as a part of the lead agency's Consolidated Plan, in this case Snohomish County. The City has approximately 1.5 million dollars each year in CDBG, HOME, and local funds to invest in projects and programs that principally benefit low- and moderate-income people. The Consolidated Plan consists of a Needs Assessment, Market Analysis, and Strategic Plan covering a five-year period, with an annual action plan targeting specific projects during each of those five years.

The Strategic Plan brings needs and resources together in a coordinated strategy to meet housing, community development, and non-urgent needs. Developed at the start of each five-year Consolidated Plan term, the strategic plan serves as a guide for developing the Annual Action Plans.

### 2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

After extensive public engagement efforts and identification of priority needs, the 2025 – 2029 Consolidated Plan for the City of Everett will focus on priority needs related to behavioral health, housing, public services, economic development, community facilities, public infrastructure, plus parks and open space.

Specific goals and further information can be found in subsequent sections of this plan.

### 3. Evaluation of past performance

Most goals from the 2020 – 2024 Consolidated Plan were achieved and exceeded, thanks in part to the infusion of federal funds in response to the COVID-19 pandemic. While numeric data for the 2024 program year is not available prior to the submission of the 2025 – 2029 Consolidated Plan, many goals had already been surpassed as identified below:

- The Rent Assistance goal was surpassed by 1,197%.
- Public Services other than Low/Moderate Income (LMI) Housing benefit exceeded its goal by 5,914%.



- The Homelessness Prevention goal was exceeded by 3,312%.
- The Public Facilities goal was exceeded by 187%.
- The Homeowner Housing Rehabilitation goal was surpassed by 1,353%.
  - The number of rental units rehabbed, however, fell short of its goal by 60%.
- The Homeless Person Overnight Shelter goal is expected to be exceeded by 300% once 2024 program year data is finalized.

Four goals from the 2020 – 2024 Consolidated Plan remain untouched including Economic Development - Facade Treatment or Building Rehabilitation; Housing - Homebuyer Assistance; Homelessness - Adding Shelter Beds; and Public Infrastructure - Sidewalk Improvements. These goals were open for applications the last five years with no subrecipients displaying an interest in applying. Of these remaining goals, Economic Development and Housing for Unsheltered Persons and Emergency Shelter were elevated as priorities again for the 2025 – 2029 Consolidated Plan.

The reason some goals were not accomplished can be attributed to a variety of challenges. One includes the infusion of Covid relief funding through the City and larger County area (CDBG-CV, American Rescue Plan Act [ARPA], HOME-ARP and direct appropriation congressional funding). Subrecipients did not apply for CDBG or HOME funding since they had an influx of funds from the State and other sources that were easier to administer. Organizations also experienced capacity issues and staffing changes; a challenge that is still affecting capacity and operations today.

Another challenge pertained to Homebuyer Assistance. Pre-Covid, the City worked with two organizations that provided assistance to homebuyers. One no longer operates in Snohomish County and the other has capacity issues that dated back prior to Covid. These agencies continue to hold program income (cash on hand) and were slated to receive Entitlement Funds in the previous Consolidated Plan, but the aforementioned challenges prevented them from utilizing both CDBG and HOME funds.

#### **4. Summary of citizen participation process and consultation process**

The citizen participation process took place over a seven month period. The City focused on reducing barriers for participation and gathering feedback by meeting folks where they were at. This was done by intentional outreach with subrecipients, presenting to already established groups and coalitions, attending existing community events, emailing surveys and information to distribution lists, distributing posters with survey QR codes throughout the City, and creating a social media strategy.

Further information on citizen participation can be found in Section PR-15, Citizen Participation, and in the separate Citizen Participation Plan (CPP).

## **5. Summary of public comments**

Twelve public comments were received. Six of the comments pertained to prioritizing microenterprise technical assistance for childcare providers, and childcare in general. Remaining comments included the needs of low-income seniors and adults living with disabilities, food insecurity, behavioral health, career development for youth, services for youth at an emergency shelter, and finally support for those with addiction challenges.

Further information on public comments can be found in Section PR-15, Citizen Participation.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

Not Applicable. All comments and views were accepted.

## **7. Summary**

The City of Everett's 2025–2029 Consolidated Plan lays out a roadmap for how the City will address key housing, community development, and public service needs over the next five years. Created to meet the requirements of the U.S. Department of Housing and Urban Development (HUD), this plan focuses on how to use federal funding to support low- and moderate-income residents.

By first looking at the needs of the community, activities for funding are prioritized. Everett faces a shortage of affordable housing for people at all income levels. At the same time, there's a strong need to preserve existing homes and build new ones. There is also a growing demand for services like behavioral health care, youth programs, food assistance, and support for seniors. Everett also needs improvements to neighborhood facilities and public spaces, including better sidewalks and street lighting.

Everett is expected to experience significant growth in the next 20 years and this plan is meant to support that growth. As part of the City's ongoing work on the 2044 Comprehensive Plan, the 2025–2029 Consolidated Plan connects the community's needs with practical, actionable activities. Research from local groups and partners has highlighted important issues like broadband access, community health, and affordable housing, which the plan aims to address.

This plan identifies the most important needs in Everett and sets clear priorities for action. The first year of this plan, the 2025 Annual Action Plan, kicks things off by focusing on key areas where funding will have the biggest impact. These actions will help get things moving, setting the stage for the work to come over the next five years.

The City of Everett is committed to building a stronger community and improving the lives of all residents, especially those who are most vulnerable.

## The Process

### PR-05 Lead & Responsible Agencies - 91.200(b)

**1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source**

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	EVERETT	Community, Planning, and Economic Development

**Table 1– Responsible Agencies**

### Narrative

Since 1975, the City of Everett has received a direct entitlement of Community Development Block Grant funds and, in 1994, joined Snohomish County to form a Consortium to receive HOME Investment Partnership Program funds. Snohomish County stands as the Lead Participating Jurisdiction for the Consortium and HOME dollars. The City of Everett is a Responsible Entity for the CDBG program under the direct federal allocation.

### Consolidated Plan Public Contact Information

Vicki Dorway, Community Development Specialist  
City of Everett, Community Development Division  
Phone: 425-257-7185  
Email: vdorway@everettwa.gov  
Address: 2930 Wetmore Avenue, Suite 8A, Everett, WA 98201

## **PR-10 Consultation - 91.100, 912.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)**

### **1. Introduction**

As part of the Consolidated Plan development, the City consulted and coordinated with Everett residents, public and private agencies, housing providers, Housing Authorities, and government agencies.

#### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

The public and low-income housing providers as well as the governmental planning, health, mental health, and service agencies have close working relationships in Everett and Snohomish County. Snohomish County Human Services Department is the lead agency for homeless housing and behavioral health activities in our community. The City also consults regularly with the Everett Housing Authority (EHA) and the Housing Authority of Snohomish County (HASCO). City staff also participate in countywide groups such as Snohomish County Human Service Executives, the Housing Consortium of Snohomish County (HCESC), Statewide Public Funders (WADOC), and community partner led service groups, such as Everett Faith in Action (EFIA).

#### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness**

The City sits on the Partnership to End Homelessness (PEH) Continuum of Care Board. PEH is led and managed by Snohomish County who is identified as the Continuum of Care provider and coordinating partner for this effort. City staff also regularly interact with Snohomish County's Community Services Advisory Committee which advises the County's Community Service Block Grant funds.

Since 2021, the City has worked in partnership with Snohomish County Human Services to provide funding for temporary shelter projects. Two emergency shelter pallet projects are currently in operation – one for unhoused families with children under 18 and the other for adults who have been chronically unhoused and navigate complex mental health and substance use situations. A third pallet site is currently in permitting phase to house single mothers, with substance use addiction, and their children. The City is also working with the County on relocating an emergency cold-weather shelter in city limits. Lastly, the City's Community Support team expanded in 2023 to include social workers embedded in our Library and Fire Departments, joining our established Community Outreach and Engagement Team (COET) embedded in the Police

Department, to regularly refer persons to all shelter options in the city and regionwide, as well as providing case management support with our own embedded Case Management Coordinator. While the City is not the Lead Participating Jurisdiction for a response to unhoused persons, we look forward to continuing to report on this newly established team and their work in the following years.

Our Homeless Response Coordinator will continue to strengthen relationships and develop projects collaboratively with service providers. They also continue to coordinate a cohesive City response between departments who engage with unsheltered persons including COET, Library and Fire Social Workers, Public Works, Parks, and others.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS**

As part of the HOME Consortium with Snohomish County, City of Everett staff participated in the County's process to establish a Continuum of Care strategy. City staff sits on the County's Partnership to End Homelessness Continuum of Care Board and the Everett and Snohomish County Housing Consortium Board. Staff also sits on the Rating and Ranking Committee for Snohomish County's Continuum of Care program.

With recent pallet shelter efforts and the ongoing coordination for organizations working with the chronically homeless population, City staff meet monthly and collaborate on individual projects with Snohomish County's Human Services division to administer federal and municipal funding, including Emergency Solutions Grant (ESG) funds. Discussions between City and County staff have proved beneficial in aligning funding streams for service providers and program goals.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities**

**Table 2– Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	Arc of Snohomish County
	<b>Agency/Group/Organization Type</b>	Services - Persons with Disabilities
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Non-Homeless Special Needs



	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ARC was consulted by in person meeting with a committee member and survey. Anticipated outcomes are housing and quality of life for people with intellectual and developmental disabilities (IDD).
2	<b>Agency/Group/Organization</b>	City of Everett Council of Neighborhoods
	<b>Agency/Group/Organization Type</b>	Civic Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Non-housing Community Development Needs Housing Needs Assessment
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Council of Neighborhoods was consulted by a staff presentation and survey. Anticipated outcomes are creating awareness about the Consolidated Plan, gathering input on priority needs, and encouraging the sharing of the survey with neighborhood groups.
3	<b>Agency/Group/Organization</b>	Camp Fire of Snohomish County
	<b>Agency/Group/Organization Type</b>	Services - Children
	<b>What section of the Plan was addressed by Consultation?</b>	Youth Non-housing Community Development Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Camp Fire of Snohomish County was consulted by an in person meeting with City staff and by survey. Anticipated outcomes are recreational and educational opportunities for children.
4	<b>Agency/Group/Organization</b>	Domestic Violence Services of Snohomish County
	<b>Agency/Group/Organization Type</b>	Services - Victims of Domestic Violence
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Needs - Families with children

	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	DVS was consulted by survey. Anticipated outcomes are housing and services for persons impacted by domestic violence.
5	<b>Agency/Group/Organization</b>	Snohomish County Legal Services
	<b>Agency/Group/Organization Type</b>	Housing Services - Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Housing Needs Assessment
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Snohomish County Legal Services was consulted by survey. Anticipated outcomes are legal aid for families and prevention of homelessness.
6	<b>Agency/Group/Organization</b>	Madres de Casino Road
	<b>Agency/Group/Organization Type</b>	Services - Health Services – Education Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Needs Assessment
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Madres was consulted by survey. City staff also participated at the 2024 Latin Music Festival co-sponsored by Madres de Casino Road to gather feedback from the community on the top priority needs. Anticipated outcomes are connection with community for future TOD, housing displacement, public facility improvements in the Casino Road area.

7	<b>Agency/Group/Organization</b>	Everett Public Schools
	<b>Agency/Group/Organization Type</b>	Services – Children Other Government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Needs Assessment Homeless Needs – Families with Children Homeless Needs – Unaccompanied Youth Other - Food
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Everett Public Schools was consulted by in person contact and survey. Anticipated outcomes are food insecurity coordination, homeless family service coordination, broadband connectivity, and housing needs coordination.
8	<b>Agency/Group/Organization</b>	Bridgeways
	<b>Agency/Group/Organization Type</b>	Services - Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Non-housing Community Development Strategy Economic Development
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Bridgeways was consulted by survey. Anticipated outcomes are job retention, job opportunity, and workforce training.
9	<b>Agency/Group/Organization</b>	Interfaith Association of Snohomish County
	<b>Agency/Group/Organization Type</b>	Housing Services - Homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Needs - Families with children

	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Interfaith was consulted by survey. Anticipated outcomes are homelessness coordination and sheltering.
10	<b>Agency/Group/Organization</b>	Catholic Community Services
	<b>Agency/Group/Organization Type</b>	Housing Services - Homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Needs – Chronically homeless
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CCS was consulted by survey. Anticipated outcomes are housing and services for chronically homeless persons.
11	<b>Agency/Group/Organization</b>	Homage - Senior Services of Snohomish County
	<b>Agency/Group/Organization Type</b>	Housing Services - Elderly Persons Services - Persons with Disabilities Other - Food
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Housing Needs Assessment Non homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Homage was consulted by and in person meeting with a committee member and survey. Anticipated outcomes are housing rehabilitation and meal delivery services for the elderly, disabled persons, and extremely low income households.

12	<b>Agency/Group/Organization</b>	Volunteers of America Western Washington (VOAWW)
	<b>Agency/Group/Organization Type</b>	Housing Services - Elderly Persons Services – Homeless Other - Food
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Needs - Chronically homeless Homelessness Needs - Families with children Homelessness Needs – Veterans Housing Needs Assessment Non homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	VOAWW Rental Housing Mediation Services, Food Bank, and Carl Gipson Center were consulted by survey. Anticipated outcomes are housing, services, food, and quality of life for low income families, seniors, and homeless persons.
13	<b>Agency/Group/Organization</b>	ChildStrive
	<b>Agency/Group/Organization Type</b>	Services - Children Services – Homeless Services - Education
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children Non-Homeless Special Needs Housing Needs Assessment
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ChildStrive was consulted survey. Anticipated outcomes are quality of life services for families with children, and housing displacement and public facility improvements around the Casino Road area.



14	<b>Agency/Group/Organization</b>	Cocoon House
	<b>Agency/Group/Organization Type</b>	Housing Services - Children Services - Homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Unaccompanied youth
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Cocoon House was consulted by an in person meeting with a committee member and survey. Anticipated outcomes are homelessness, youth quality of life, education, and housing.
15	<b>Agency/Group/Organization</b>	Everett Housing Authority
	<b>Agency/Group/Organization Type</b>	Housing PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Everett Housing Authority was consulted by in person contact by Community Support Team and survey. Anticipated outcomes include housing for low income households.
16	<b>Agency/Group/Organization</b>	Connect Casino Road
	<b>Agency/Group/Organization Type</b>	Neighborhood Organization Services – Education Services - Children
	<b>What section of the Plan was addressed by Consultation?</b>	Non-housing Community Development Needs Housing Needs Assessment

	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CCR was consulted by survey. Anticipated outcomes are improved coordination of services for the Casino Road neighborhood, connection with community for future TOD, housing displacement, public facility improvements in the Casino Road area.
17	<b>Agency/Group/Organization</b>	Everett Gospel Mission
	<b>Agency/Group/Organization Type</b>	Housing Services - Homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs – Chronically homeless Homelessness Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Everett Gospel Mission was consulted by survey. Case managers conducted surveys with residents. Anticipated outcomes are housing and services for homeless persons.
18	<b>Agency/Group/Organization</b>	Everett Faith in Action
	<b>Agency/Group/Organization Type</b>	Other – Churches
	<b>What section of the Plan was addressed by Consultation?</b>	Non-housing Community Development Needs Homelessness Strategy Non homeless Special Needs Other - Food
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Everett Faith in Action was consulted by in person presentation and survey. Anticipated outcomes are improved coordination of services for greater Everett community and homeless persons.
19	<b>Agency/Group/Organization</b>	Housing Consortium of Everett & Snohomish County
	<b>Agency/Group/Organization Type</b>	Housing Other – Developers, Policy Makers Regional Organization

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Needs Assessment
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Housing Consortium was consulted by survey and in-person updates during monthly meetings. Anticipated outcomes are housing and development policy feedback.
20	<b>Agency/Group/Organization</b>	Habitat for Humanity
	<b>Agency/Group/Organization Type</b>	Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Needs Assessment
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Habitat for Humanity was consulted by in person meeting and survey. Anticipated outcomes are housing and home ownership.
21	<b>Agency/Group/Organization</b>	Human Services Executives of Snohomish County
	<b>Agency/Group/Organization Type</b>	Civic Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Non-housing Community Development Needs Housing Needs Assessment Anti-poverty Strategy Other - Food
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Human Services Executives of Snohomish County was consulted by in person presentation and survey. Anticipated outcomes are improved coordination of human services within the City and County.

22	<b>Agency/Group/Organization</b>	Ideal Options
	<b>Agency/Group/Organization Type</b>	Other – Addiction Treatment Center Services - Health
	<b>What section of the Plan was addressed by Consultation?</b>	Non-housing Community Development Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Ideal Options was consulted by in person contact and survey. Anticipated outcomes are improved coordination for the treatment of addiction.
23	<b>Agency/Group/Organization</b>	Local Initiatives Support Corporation (LISC)
	<b>Agency/Group/Organization Type</b>	Planning Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Non-housing Community Development Needs Housing Needs Assessment Homeless Strategy Economic Development Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	LISC was consulted by survey. Anticipated outcomes are improved coordination for services provided in the Casino Road area and preventing housing and business displacement with future upcoming transit (Light Rail) improvements.
24	<b>Agency/Group/Organization</b>	Upwards
	<b>Agency/Group/Organization Type</b>	Services – Children Services - Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Non-housing Community Development Needs Economic Development Other - Childcare

	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Upwards was consulted by in person meeting and survey. Anticipated outcomes are economic development for microenterprises to increase the number of childcare providers in Everett.
25	<b>Agency/Group/Organization</b>	City of Everett – Planning Department
	<b>Agency/Group/Organization Type</b>	Other Government – Local Grantee Department
	<b>What section of the Plan was addressed by Consultation?</b>	Non-housing Community Development Needs Economic Development Housing Needs Assessment Homelessness Strategy Market Analysis Anti poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Planning Department was consulted regularly by in person meetings and plan feedback and coordination to align with WAGMA Comprehensive Plan updates. Anticipated outcomes are funding and policy alignment for housing, economic development, public facility and infrastructure improvements, and the needs of healthy communities.

### **Identify any Agency Types not consulted and provide rationale for not consulting**

The Everett Chamber of Commerce, newly formed in early spring 2025, was not consulted due to limited time available for engagement. However, future opportunities for annual action plans will include engagement with the newly formed chamber to address service and economic development needs from the community.



<b>Other local/regional/state/federal planning efforts considered when preparing the Plan</b>		
<b>Name of Plan</b>	<b>Lead Organization</b>	<b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>
Low-Income Community Needs Assessment	Snohomish County	Identified human service and community partner needs/"high-level action areas" based on community input from one-on-one interviews and community focus groups.
United Way Community Survey 2023	United Way of Snohomish County	Identified basic needs through the 2-1-1 requests for assistance.
2022 Community Needs Assessment	Snohomish County Health Department	Identified basic needs through focus groups and interviews.
2022 Community Needs Assessment	Providence Regional Medical Center Everett	Identified basic needs through focus groups, interviews, and an advisory group.
2022 Community Needs Assessment	Verdant Health Commission	Identified basic needs through focus groups and interviews.
2022 Community Needs Assessment	Kaiser Permanente	Identified basic needs through focus groups and interviews.
Regional Housing Strategy – 2023 Monitoring Report	Puget Sound Regional Council	Identified data trends, legislative changes, and housing related needs.
Industrial Land Analysis	Puget Sound Regional Council	Identified areas of industrial use in Everett/Snohomish County, economic opportunities, and employment of those industrial uses.
North Sound: North Sound Crisis Metric and Reporting	Behavioral Health Administrative Services Organization	Identified data trends for mental health investigations and detentions in Snohomish County.
Housing America's Older Adults	Joint Center for Housing Studies of Harvard University	Identified national data trends for seniors and housing demands.
2022 – 2027 Strategic Plan	Everett Community College	Identified public facility development and student/youth needs for one of two local colleges.

2020 – 2029 Ten Year Strategy Plan	Everett Housing Authority	Public Housing Authority ten-year strategic plan for allocation of housing resources and development needs.
Casino Road Housing Work Plan	Local initiative of community partners led by two entities: LISC, Connect Casino Road	Identified needs through focus groups for an area at risk of housing and economic displacement.
Community Pandemic Recovery Priorities	Snohomish County Office of Recovery and Resilience	Identified health needs and funding priorities still affecting Everett residents.
H0-5 Report	Snohomish County Office of Housing and Community Development	Identified housing needs and trends in alignment with funding and the Growth Management Act compliance for projected growth targets.
2024 Dept of Commerce Internet for All - State Digital Plan	Washington State Department of Commerce	Identified broadband vision and goals to overcome digital divide for WA residents.
Everett Affordable Housing Solutions Plan (AHSP)	City of Everett Planning Division	Identified housing needs of Everett residents earning 0-50% of the Area Median Income (AMI).
2024 Hazard Mitigation Plan	City of Everett Office of Emergency Management	Identified natural hazards in the City and surrounding area in the potential impacts on residents.

**Table 3– Other local / regional / federal planning efforts**

**Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))**

The primary local government coordination is with Snohomish County, the Leading Jurisdiction and Continuum of Care provider. Snohomish County's Human Services Department provides a lead role in addressing the local plan to end homelessness, addresses behavioral health issues, and is the lead to address the affordable housing and other special needs in our community. The City of Everett also consulted with the City of Marysville and the Housing Authorities of Everett and Snohomish County.

**Narrative**

Not applicable

## **PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation**

#### **Summarize citizen participation process and how it impacted goal-setting**

The City of Everett's Community Development Division developed and executed an in-depth public outreach and engagement plan to conduct a community needs assessment for the 2025-2029 Consolidated Plan. In February of 2024 staff began gathering feedback through a community needs survey. Surveys were translated into Spanish and Marshallese with additional translation accommodations being advertised. Surveys were made available on the City's website, through an online email distribution list, online forums (Facebook, e-newsletters), social media, and posters with a QR code that were placed throughout the City in places like small and large businesses, non-profit partners, community gathering spaces, and more. Electronic and paper surveys were also circulated through community partners who work with low-income persons and were available at public presentations.

The City focused on reducing obstacles for survey participation and meeting folks where they are at in the community. This was done by intentional outreach with subrecipients, presenting to already established groups and coalitions, and creating a social media strategy. As a result, over 1,300 surveys were completed and 37.42% of those who completed the survey identified as low-income.

Community outreach was also conducted at three large community-led events, with a focus on validating the community needs from survey results to date. The events included Everett Pride Festival, Nubian Jam, Latin Music Festival, and at an elementary school resource fair. Over 775 individuals participated in prioritizing needs at these public engagement events. Posters identifying the top ten needs were displayed at the events, providing residents with the opportunity to vote for their top three priority needs. Additionally, staff attended the Farmers Market, Salvation Army food distribution site, and at the Everett Library to have in person contact and engagement with the community.

Results from the survey and community input were summarized into a Needs Assessment. This document was available online, published as a legal notice in the Everett Herald, and circulated via the City's Community Development email distribution list. Paper copies were also made available.

City staff actively engaged in the City of Everett's Planning Department public engagement efforts for the 2044 Comprehensive Plan, which conducted in person outreach events across a two-year period to gather public comments on development needs for the City over the next 20 years. In engaging with the Planning Department in coordination with the Comprehensive Plan, Community Development staff were able to address and align comments with Transit, Parks, Public Works, and Safety departments within the City.

Community Development staff are members of the Housing Consortium of Everett and Snohomish County (HCESC), along with Snohomish County OHCD, Everett Housing Authority (EHA), and the Housing Authority of Snohomish County (HASCO) – as well as various affordable and market housing developers, funders, and providers. The HCESC meets bi-monthly, with special committee groups meeting as needed, in which the City has active participation for both regular and special committee meetings.

Following seven months of community engagement and input, a Community Development Advisory Committee (CDAC) public hearing was held August 20<sup>th</sup>, 2024. At the hearing, community needs were finalized and adopted by the CDAC. At least 15 days’ notice was provided for the hearing. Interested parties could attend in person or join virtually. The hearing was also broadcasted on Everett TV with closed captions (both virtual and network television), YouTube, and through a public listen-in phone number. Comments were accepted both in person and virtually during the public comment portion of the hearing. Written comments were accepted up until the hearing date. Twelve written public comments were received.

- Four comments advocated for microenterprise technical assistance for childcare providers.
- Two comments wanted childcare prioritized in the City’s Consolidated Plan.
- One comment identified the needs of low-income seniors and adults living with disabilities including health and safety home repairs and home-delivered meals.
- One comment advocated for the prioritization of food insecurity.
- One comment identified behavioral health services as a priority.
- One comment urged for the prioritization of career development opportunities for youth.
- One comment encouraged support for those with addiction challenges as well as increased funding for the police.
- One comment advocated for funding to be prioritized for youth services at a domestic violence shelter.

All written public comments were considered and ended up being included in the finalized list of priority needs in some form. For example Public Services for youth is a priority need. Career development for youth was not specifically called out, but could be included under the ‘Youth’ priority. Services for seniors and for persons with disabilities were not specified as a priority, but health and safety home repairs and home-delivered meals that serve these populations would be addressed under Housing – Preservation and Public Services – Food respectively.

Survey comments also informed the development of needs and goals. Comments were varied in nature and ranged from public facility/infrastructure improvements, housing needs, basic services, and special population groups. All comments received were reviewed and considered, as well as shared with Planning Department staff for the inclusion into the Comprehensive Plan update.

A 30 day public comment period followed the August 20<sup>th</sup> hearing. A list of the community priority needs identified for funding as well as the comment period deadline were published on the City website, circulated through the City's email distribution list, and in the City's local newspaper, the Herald. No additional public comments were received.

A Notice of Funding Availability (NOFA) for applications for the 2025 program year opened from October 2, 2024 – November 6, 2024 and was published on the City website, circulated through the City's Community Development email distribution list, and in the local newspaper, the Herald. City staff provided Technical Assistance to 8 entities who were interested in applying for funding.

Following the closure of the Notice of Funding Availability and a period of review for applications, a December 10<sup>th</sup> public hearing was held by the CDAC and focused on funding recommendations in alignment with priorities for the 2025 Program Year and consequent goals for the 2025 – 2025 Consolidated Plan. At least 15 days' notice was provided for the hearing and a 30 day comment period followed the hearing. No additional public comments were received.

On April 22<sup>nd</sup>, 2025 the Committee will hold a public hearing on the draft 2025 - 2029 Consolidated Plan and 2025 Annual Action Plan. At least 15 days public notice was provided for the hearing through a public notice in the Herald and also distribution through the City's website and through the Community Development email distribution list. The draft plans were made available on the website prior to the hearing, and a 30 day public comment period will commence after the public hearing.

The 2025 - 2029 Consolidated Plan and 2025 Annual Action Plan is expected to go to City Council for review and adoption May 14 and May 28, 2025. Dates subject to change due to Council agenda.

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
	Survey	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>1,359 surveys were completed.</p> <p>Surveys were circulated through email, newsflash, agencies, public presentations, social media, posters and flyers, and the City's website. The survey was available in English, Spanish, and Marshallese with additional translation accommodations being advertised.</p> <p>38% of respondents were within the 2023 HUD Income Thresholds (cap 80% AMI).</p>	<p>Comments received ranged from public facility/infrastructure improvements, specific to neighborhood areas, to housing needs, including basic services and special population groups. Comments were varied in nature. All comments received were reviewed and considered for this plan, as well as shared with Planning Department staff for the inclusion into the Comprehensive Plan update.</p>	NA	NA



Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
	Newspaper	Non-targeted/broad community	Legal notices were posted in the Everett Herald for the Citizen Participation Plan, public meetings and hearings, collection of input for community needs, Needs Assessment, and Consolidated Plan/2025 Annual Action Plan.	No comments were received after posting the legal notices in the newspaper.	NA	NA
	Public Meeting/Community Events	Non-targeted/broad community	775 individuals participated in prioritizing needs at large community events including Everett Pride, Nubian Jam, and the Latin American music festival.	NA	NA	NA

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
	Public Hearing	Non-targeted/broad community	Public Hearings were held on August 20, 2024, December 10, 2024 and April 22, 2025.	See PR-15, Question 1 for summary of written comments from August 20 hearing. No additional comments were received for the December 10 hearing. Additional comments after the April 22 will be added prior to final submission of Plan.	No comments were not accepted.	NA
	Public Comment Period	Non-targeted/broad community	August 20th opened the 30 day comment period for the City's Needs Assessment. December 10th opened comment on funding priorities for the Consolidated Plan and 2025 Program Year. April 25th will open the 30 day comment period on the draft 2025 – 2029 Consolidated Plan and 2025 Annual Action Plan.	No additional comments were received after the August 20 or the December 10 hearings. Additional comments after the April 22 hearing will be added prior to final submission of the Plan.	NA	NA

**Table 4– Citizen Participation Outreach**

# Needs Assessment

## NA-05 Overview

### Needs Assessment Overview

The City of Everett is part of a Consortium with Snohomish County who acts as the lead agency on gathering data and identifying priorities. Needs discussed in the sections on housing, public housing, homelessness, and special needs are identified by Snohomish County.

For the 2025 – 2029 Consolidated Plan and 2025 Program Year, City staff solicited public comments and feedback on community needs over a seven month period. Specific efforts on methods of citizen input are detailed in the Citizen Participation section of this document. Responses gathered were combined with agency surveys, consultant data, and county efforts. Additional data on housing needs was also identified in the 2025 Assessment of Fair Housing. The City identified six priority needs:

- **Behavioral Health**
  - Mental Health
  - Substance Use Disorders
- **Housing**
  - Unsheltered Persons and Emergency Shelter
  - Stability
  - Preservation and Creation of Affordable Housing/Supportive Units
- **Public Services**
  - Childcare
  - Youth
  - Food
- **Economic Development**
  - Business Support (Technical Assistance)
  - Job Skill Training and Job Placement
  - Façade Improvements
  - Microenterprise
- **Community (Neighborhood) Facilities** [Ex. Food bank, Childcare center, Senior/Community center]
- **Parks and Open Space** [Ex. Pedestrian path, ADA picnic facilities, Recreation improvements]
- **Public Infrastructure**

In addition to direct public engagement through public outreach events and surveys, the City of Everett, in partnership with Snohomish County, assesses the housing and development needs of its population through the most recent 2044 Comprehensive Plan. This plan highlights significant challenges in meeting

the housing demand, particularly for under-resourced populations. Key issues identified include disproportionate housing problems such as overcrowding and housing instability, which are more prevalent in lower-income and minority communities. These communities also face severe housing problems at higher rates, including poor conditions, structural deficiencies, and inadequate maintenance. Additionally, the rising cost of housing has exacerbated housing cost burdens, where a larger portion of household income goes toward housing expenses, especially in neighborhoods with limited affordable housing options. These disparities are further compounded by a shortage of supportive and affordable housing options that cater to individuals with special needs, including those with mental health issues and substance use disorders.

Everett's housing needs are not just limited to the general population but are particularly pronounced among vulnerable groups, as identified in the City's most recent housing assessments. Disproportionate severe housing problems are notably prevalent among people experiencing homelessness, a growing concern in Everett. The Homeless Needs Assessment outlines a significant gap in both emergency shelter capacity and permanent supportive housing for unsheltered individuals. The City has recognized the need for comprehensive strategies to address homelessness, focusing on increasing the availability of both short-term emergency shelter and long-term housing stability solutions. This includes the creation and preservation of affordable housing units that are critical to reducing the number of individuals and families living without stable housing. Furthermore, there is a growing call for policies that not only provide immediate shelter but also ensure ongoing support services, particularly for those with behavioral health needs, to prevent re-entry into homelessness.

In alignment with the City's findings, the 2025-2029 Consolidated Plan identifies several priority areas that address these disproportionate housing needs. This includes enhancing the availability of supportive housing units, which are essential for individuals with special needs, including those with physical disabilities, chronic health conditions, and mental health or substance use disorders. Public housing needs are also a critical component of the overall strategy, with the need for both new construction and the renovation of existing units. Public feedback from the seven month community engagement process reinforced these priorities, emphasizing the importance of affordability, accessibility, and stability for the most vulnerable populations. Additionally, a 2025 Assessment of Fair Housing further identifies barriers to housing choice, underscoring the need for solutions to ensure that all residents have access to safe and affordable housing. This comprehensive approach will be key to addressing the City's housing challenges over the next several years.

## **NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)**

### **Describe the jurisdiction's need for Public Facilities:**

The City of Everett recognizes the growing demand for public facilities to serve its residents, particularly those in low-income neighborhoods. According to recent data (2023) from the American Community Survey (ACS) and the U.S. Census (2020), Everett's population continues to face significant challenges related to access to essential community services. Using 2020 Census data, nearly 53% of households in Everett had incomes below the poverty level, with a higher concentration in specific census tracts. These areas are disproportionately affected by limited access to key public facilities such as food banks, childcare centers, senior centers, and community centers. As a result, there is a clear need for funding aimed at the development or rehabilitation of such facilities to support these under-resourced communities. Enhancing access to these facilities is a priority, particularly in areas where residents experience the greatest barriers to service access due to income disparities.

Additionally, infrastructure improvements that directly impact low-income neighborhoods, including parks and recreation facilities, are critical to addressing the public facilities gap in Everett. The ACS also reports a significant portion of Everett's population living in households with no vehicle available—nearly 10% of the total population. This highlights the importance of developing transit-oriented facilities and infrastructure improvements that increase accessibility to essential services, especially for those without reliable transportation. The City recognizes the role these facilities play not only in improving the quality of life for residents but also in fostering community cohesion and providing safe spaces for recreation and socialization, particularly for children, seniors, and other vulnerable groups.

The need for specialized public facilities is also pressing. County-wide data, including that from the Snohomish County Homeless Needs Assessment, points to an increasing demand for day centers for the homeless, behavioral health facilities, and emergency shelters. These needs are particularly acute in Everett, where homelessness rates have risen in recent years. According to ACS data, over 1,000 individuals in Everett were experiencing homelessness in 2023, many of whom have unmet behavioral health needs. As a result, the City of Everett is prioritizing the development of facilities such as day centers and emergency shelters, which will provide not only temporary relief but also the necessary services to help individuals transition to stable housing. These efforts are being coordinated with county-wide plans to address homelessness and improve access to critical services for those in need. Public feedback gathered during the City's community engagement efforts has reinforced these priorities, making clear the need for a holistic approach to public facilities that can support both immediate needs and long-term community development.

The City anticipates that funding will be needed for the development or rehabilitation of community and neighborhood facilities (such as food banks, childcare centers, senior and community centers) as well as facilities and infrastructure improvements that serve low-income neighborhoods/census tracts (parks/recreation facilities, neighborhood facilities, transit oriented facilities). Day centers for the homeless, behavioral health facilities, and emergency shelters were identified as a county-wide need for public facilities. The City of Everett will consider these needs in addition to specific city-wide priorities.

## **How were these needs determined?**

Everett residents and organizations who serve low-income and disadvantaged persons were surveyed about community priority needs. City departments, local governmental agencies, and private sector housing entities were also surveyed. The City held public hearings and meetings to obtain further community input. Snohomish County, Everett Housing Authority, and the Housing Authority of Snohomish County also held meetings to determine housing and non-housing needs in the City and County. Survey input was combined with market and regional research publications from community and regional partners and with the City of Everett's draft Comprehensive Plan.

## **Describe the jurisdiction's need for Public Improvements:**

It was determined that parks and open space [Ex. pedestrian path, ADA picnic facilities, recreation improvements] would be the prioritized focus for Public Improvements for this Consolidated Plan cycle.

The City of Everett continues to recognize a need for improvements related to pedestrian connections (sidewalks, interurban or multi-use trails), lighting (both for public facilities and open space as well as street lighting), and utility improvements. Areas of desired priority for these improvements will be centered around the Casino Road area (South Everett, Census Tracts 418 & 419) and northeast Everett, where a large population of low-income households and persons reside. Due to capacity constraints and market interest rate changes, the City anticipates using direct entitlement allocations and unused or uncommitted funds to address these needs by utilizing City departments and staff in addressing necessary improvements.

## **How were these needs determined?**

Public Improvement needs were determined using the same efforts as Public Facilities.

## **Describe the jurisdiction's need for Public Services:**

The City of Everett recognizes a pressing need for expanded public services to address the behavioral health challenges faced by its residents, particularly in light of rising mental health and substance use disorders. Recent data from the American Community Survey (ACS) highlights that a significant portion of Everett's population, particularly in low-income areas, struggles with mental health and substance use issues. In response to these challenges, the City anticipates the need for additional funding to support behavioral health services, including mental health counseling and substance use disorder treatment, to ensure that residents have access to the care they need. The 2025-2029 Consolidated Plan further underscores the importance of providing mental health services as a priority, especially for vulnerable populations experiencing homelessness and those living in poverty. Moreover, these services are crucial to preventing homelessness, as untreated behavioral health conditions can lead to housing instability and long-term socio-economic challenges.



In addition to behavioral health services, the City of Everett acknowledges the importance of other public services, such as childcare, youth services, senior services, and food assistance, to support the well-being of its residents. As identified through the community engagement process, the lack of affordable childcare remains a significant barrier for working families in Everett, particularly those in low-income neighborhoods. Youth services are also a priority, as they provide essential support for young people, particularly those at risk of homelessness or involvement in the criminal justice system. Senior services are another key focus, given the aging population and the need for services that promote aging in place, including access to health care and social programs. Additionally, the City recognizes that food insecurity continues to affect many of its residents, with a particular impact on children and the elderly. Funding to address these needs through food banks, meal programs, and other nutrition-related services is essential to ensuring that all residents have access to basic necessities.

**How were these needs determined?**

Public Services needs were determined using the same efforts as Public Facilities.

**Based on the needs analysis above, describe the State's needs in Colonias**

Not Applicable

# Housing Market Analysis

## MA-05 Overview

The City of Everett, Washington, has experienced notable demographic shifts in recent years, with its population growing by approximately 7.4% between 2010 and 2020. This growth has increased the demand for housing, particularly for low- and moderate-income households. These households, already facing financial challenges, are struggling to keep pace with rising rents, home prices, and a lack of affordable housing options.

One of the most urgent concerns facing Everett is the need for emergency shelter. With approximately 8% of the city's population living below 30% Area Median Income (AMI) or \$31,650, many residents are at risk of homelessness or housing instability. The growing demand for immediate housing solutions highlights the importance of expanding the City's emergency shelter infrastructure. As housing affordability continues to be an issue, ensuring that individuals and families have a safe place to stay in times of crisis is essential. Expanding shelters and outreach services will be critical in addressing the immediate needs of those facing homelessness.

The availability of affordable rental housing is another pressing concern. In Everett, the median gross rent is \$1,675, which is beyond the reach of many low- and moderate-income households. As the city's population grows, so does the competition for rental units, exacerbating the challenges faced by those who are struggling to find affordable housing. Many residents are forced to spend a disproportionate amount of their income on rent, leaving them with little financial flexibility for other necessities such as healthcare, food, or transportation. To alleviate this pressure, there is a clear need for the development of additional affordable rental housing units. Expanding the supply of rental properties that are within reach of low- and moderate-income families will be crucial to maintaining a stable, inclusive community.

The dream of homeownership is increasingly constrained for many Everett residents. The median value of owner-occupied homes in the city stands at \$532,300. This makes it difficult for low- and moderate-income households to enter the housing market. First-time homebuyers, in particular, are finding it harder to save for a down payment or secure a mortgage with rising home prices and tightening lending standards. To address this issue, there must be a concerted effort to create affordable homeownership opportunities. Initiatives such as down payment assistance programs, affordable mortgage options, and support for first-time buyers will help bridge the gap and make homeownership a reality for more residents.

As the demand for affordable housing continues to grow, preserving the existing affordable housing stock is just as important as developing new units. Many of Everett's affordable housing properties are aging, and without proper maintenance and upgrades, they risk becoming

uninhabitable or unaffordable. In some cases, rising rents and gentrification threaten to displace long-time residents. It's essential to focus on preserving these housing units through rehabilitation programs and rent control measures. Rehabilitation efforts can help ensure that existing housing remains safe and livable while keeping it affordable for those who need it most. At the same time, implementing policies that protect tenants from sharp rent increases can prevent the displacement of vulnerable populations. By investing in the preservation of affordable housing, Everett can prevent the loss of valuable community resources.

To truly address the housing crisis, Everett must prioritize the development of new, affordable housing. As the city's population grows, so too does the need for additional housing units. A key strategy is incentivizing developers to build affordable housing. Offering tax breaks, subsidies, and other financial incentives can encourage developers to include affordable units in their projects. Additionally, the City can work with nonprofit organizations to leverage their expertise and resources in creating affordable housing. Collaborating with local developers and nonprofits can help ensure that the housing built meets the needs of low- and moderate-income households. In addition, repurposing vacant or underused land for housing development can increase the available space for new homes while reducing urban sprawl.

In summary, Everett faces significant challenges in meeting the housing needs of its low- and moderate-income residents. From expanding emergency shelters and increasing affordable rental housing options to supporting homeownership opportunities and preserving existing affordable housing, there is much work to be done. By focusing on housing development and preservation, as well as providing financial incentives and support for low- and moderate-income households, Everett can create a more sustainable housing market that serves all of its residents. The key to success will lie in collaboration among government agencies, developers, nonprofits, and the community to ensure that everyone has access to safe, affordable housing.

## MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

### Introduction

The City of Everett is home to a varied and evolving business community, with several key sectors driving its economy. Based on 2023 ACS data and the Longitudinal Employer-Household Dynamics (LEHD), the largest employment sectors in Everett include Education and Health Care Services, Professional/Scientific/Management Services, and Retail Trade, which together account for nearly half of the workforce. These industries reflect the city's mix of high-skill employment in aerospace and healthcare, as well as essential service jobs in retail and hospitality. The data also reveals an ongoing demand for a variety of workforce skill sets, particularly in aerospace manufacturing, healthcare services, and retail sectors, each of which faces unique challenges related to training, housing, and infrastructure.

To support the continued growth and development of Everett's business sectors, there is a strong need for targeted workforce development, business support, and infrastructure improvements. For instance, Everett's aerospace and manufacturing industries require a skilled workforce trained in advanced technologies, while the healthcare sector needs professionals in both clinical and support roles. Expanding workforce training programs, especially in partnership with community colleges like Everett Community College and local businesses, will be key to meeting these demands. Additionally, infrastructure needs, such as improved transportation options (including the Link Light Rail extension), affordable housing near job centers, and robust digital infrastructure, are crucial for supporting business growth and attracting talent to the region. Addressing these needs will not only strengthen Everett's economy but also align with broader goals set in the City's Consolidated Plan and regional economic development strategies.

### Economic Development Market Analysis

#### Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	297	25	0.6%	0.0%	-91.58%
Arts, Entertainment, Accommodations	949	671	1.9%	0.7%	-29.29%
Construction	4,114	3,426	8.1%	3.6%	-16.72%
Education and Health Care Services	10,501	22,610	20.8%	23.9%	115.31%
Finance, Insurance, and Real Estate	2,308	2,555	4.6%	2.7%	10.70%
Information	1,793	905	3.6%	1.0%	-49.53%
Manufacturing	7,194	31,613	14.3%	33.4%	339.44%

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Other Services	1,511	1,414	3.0%	1.5%	-6.42%
Professional, Scientific, Management Services	7,228	8,106	14.3%	8.6%	12.15%
Public Administration	1,750	5,613	3.5%	5.9%	220.74%
Retail Trade	5,337	6,906	10.6%	7.3%	29.40%
Transportation & Warehousing	2,012	4,560	4.0%	4.8%	126.64%
Wholesale Trade	1,857	2,786	3.7%	2.9%	50.03%
Grand Total	50,480	94,770	100.0%	100.0%	

**Table 5 - Business Activity**

**Data Source:** 2023 ACS (Workers), 2022 Longitudinal Employer-Household Dynamics (Jobs)

## **Labor Force**

Total Population in the Civilian Labor Force	61,449
Civilian Employed Population 16 years and over	58,504
Unemployment Rate	4.8%
Unemployment Rate for Ages 16-24	3.2%
Unemployment Rate for Ages 25-65	3.2%

**Table 6 - Labor Force**

**Data Source:** 2023 ACS

Occupations by Sector	Number of People
Management, business and financial	24,572
Farming, fisheries and forestry occupations	395
Service	10,810
Sales and office	10,603
Construction, extraction, maintenance and repair	3,077
Production, transportation and material moving	6,589

**Table 7 – Occupations by Sector**

**Data Source:** 2023 ACS

## **Travel Time**

<b>Travel Time</b>	<b>Number</b>	<b>Percentage</b>
< 30 Minutes	35368	61%
30-59 Minutes	15299	26%
60 or More Minutes	7446	13%
Total	58113	100%

**Table 8 - Travel Time**

Data Source: 2023 ACS

## **Education**

Educational Attainment by Employment Status (Population 16 and Older)

<b>Educational Attainment</b>	<b>In Labor Force</b>		<b>Not in Labor Force</b>
	<b>Civilian Employed</b>	<b>Unemployed</b>	
Less than high school graduate	3173	267	2368
High school graduate (includes equivalency)	11321	653	3856
Some college or Associate's degree	16149	399	3397
Bachelor's degree or higher	17727	917	2805

**Table 9 - Educational Attainment by Employment Status**

Data Source: 2023 ACS



## Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	1203	2388	-	-	-
9th to 12th grade, no diploma	-	4860	-	-	-
High school graduate, GED, or alternative	3774	18156	16055	23886	16453
Some college, no degree	2741	19248	-	-	-
Associate’s degree	-	8048	-	-	-
Bachelor’s degree	922	7301	6473	7861	4664
Graduate or professional degree	-	7816	-	-	-

**Table 10 - Educational Attainment by Age**

Data Source: 2023 ACS

## Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	40,636
High school graduate (includes equivalency)	43,690
Some college or Associate’s degree	49,253
Bachelor’s degree	66,277
Graduate or professional degree	102,162

**Table 11 – Median Earnings in the Past 12 Months**

Data Source: 2023 ACS

## Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Major employment sectors in the City of Everett are Education and Health Care Services (20.8% of workforce), Professional/Scientific/Management Services (14.3% of workforce), and Retail Trade (10.6% of workforce).

### **Describe the workforce and infrastructure needs of the business community:**

Everett's business community requires a skilled workforce to meet the demands of its major sectors: aerospace, healthcare, manufacturing, maritime, education, and service industries. Key workforce needs include:

- **Aerospace:** Skilled workers in aerospace manufacturing, maintenance, and component production are needed, with a particular emphasis on technical roles in aircraft production.
- **Healthcare:** There is a growing need for healthcare professionals across a range of disciplines, including medical assistants, nurses, home health aides, and administrative staff, as the population ages and demand for healthcare services increases.
- **Manufacturing:** Skilled workers in industrial production, logistics, and machinery operations are needed to support the city's manufacturing base, including industries at the Port of Everett.
- **Service and Retail:** There is a high demand for entry-level and lower-wage workers in retail, hospitality, and service industries, but these workers often face affordability challenges in housing.

Infrastructure needs include:

- **Transportation:** Enhancing access to transit, particularly through the Link Light Rail extension, is vital to connect workers to key employment centers across the Puget Sound region.
- **Affordable Housing:** There is a pressing need for affordable workforce housing near industrial zones, healthcare hubs, and educational institutions.
- **Utilities and Digital Infrastructure:** Ensuring that business and industrial zones have reliable utilities and digital infrastructure to support operations, including emerging industries like technology.

### **Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period.**

Several major developments are expected to influence Everett's economic landscape:

- **Link Light Rail Extension:** The ongoing expansion of the Link Light Rail system will provide better transit connectivity throughout Everett and to the broader Puget Sound region. This is expected to drive demand for residential and commercial developments near transit stations and job centers, facilitating easier access to employment opportunities.
- **Aerospace Industry Investments:** Although Boeing has scaled back some operations, continued investments in aircraft production and aerospace technology are expected to maintain demand for skilled workers, which will impact housing demand, especially in areas near industrial zones.
- **Healthcare Sector Expansion:** The aging population and increasing demand for medical services will spur expansion in Everett's healthcare sector, leading to new healthcare facilities and increased employment opportunities. This will likely increase demand for housing near medical hubs like Providence Regional Medical Center Everett.
- **Port of Everett Expansion:** The Port of Everett is expanding its capacity for maritime trade, shipbuilding, and logistics operations. This will lead to increased demand for skilled workers and service jobs in the area, driving the need for affordable housing near the port and related industrial zones.
- **Military and Defense Investments:** Investments in defense infrastructure, particularly at Naval Station Everett, could increase local employment opportunities, especially for military personnel and civilian support staff, further driving demand for housing near the base.

These changes, particularly in transportation and industry, will impact both housing demand and the types of housing needed, particularly near job centers and transit routes.

### **Describe any needs for workforce development, business support or infrastructure these changes may create.**

As Everett experiences growth in key sectors, several needs for workforce development, business support, and infrastructure will arise:

- **Workforce Development:**
  - **Aerospace:** Enhanced training programs in aerospace technology, engineering, and technical skills are needed to support the demand for skilled workers.
  - **Healthcare:** Workforce training in healthcare professions (nurses, medical assistants, etc.) is essential to meet the demands of the expanding healthcare sector.

- **Skilled Trades and Manufacturing:** There is a need for programs that train workers in industrial machinery, logistics, and maritime operations to meet the needs of Everett’s manufacturing and port-related industries.
- **Business Support:**
  - **Small and Medium Businesses (SMBs):** Expanding support for local businesses, particularly those in the aerospace supply chain and maritime industries, will be crucial. This may include providing grants, tax incentives, or loan programs to encourage business growth and innovation.
  - **Startups and Technology Firms:** With a growing emphasis on tech-driven industries, Everett may consider fostering innovation hubs or business incubators to support tech startups and digital business services.
- **Infrastructure:**
  - **Transportation Infrastructure:** Expanding public transit (such as the Link Light Rail extension) to connect workers to job centers will be critical. Additionally, enhancing roadways and increasing accessibility to industrial and commercial areas will support Everett’s growing workforce.
  - **Affordable Housing:** Expanding affordable housing near employment centers (like industrial zones, healthcare hubs, and transit corridors) will help address the growing demand for workforce housing.
  - **Technology Infrastructure:** Ensuring that Everett’s industrial and commercial zones have reliable internet and digital infrastructure will be important for supporting emerging tech industries.

### **How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?**

The current workforce in Everett has a strong foundation in the key industries that drive its economy, particularly aerospace and manufacturing. However, there are areas where skill gaps need to be addressed:

- **Aerospace:** The workforce is generally skilled in traditional manufacturing and aerospace assembly; however, there is an increasing need for workers with expertise in advanced technologies like automation, robotics, and sustainable aviation technologies.
- **Healthcare:** Many healthcare workers, especially in administrative or support roles, may need further education or training to meet the demands of expanding medical services.

- **Technology and Skilled Trades:** As industries like technology and advanced manufacturing grow, there is a need to bridge gaps in education and training in these fields. Current workforce initiatives should focus on equipping workers with digital and technical skills.

There are programs in place to address these gaps, such as partnerships between local educational institutions (Everett Community College, Washington State University Everett) and employers. These programs are aligned with regional employment opportunities, particularly in healthcare, aerospace, and manufacturing sectors.

**Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.**

Several workforce training initiatives are currently underway to address the evolving needs of Everett's economy:

- **Workforce Investment Boards:** These boards work with local businesses and community organizations to design training programs that match the skills required by employers in sectors like healthcare, aerospace, and manufacturing.
- **Community Colleges:** Everett Community College provides training and degree programs in fields such as nursing, skilled trades, and business, supporting the growth of these sectors.
- **Workforce Training and Development:** Programs like the Aerospace Joint Apprenticeship Committee (AJAC) and the Healthcare Workforce Development program provide workers with hands-on training and certification in high-demand fields, which directly supports Everett's economic goals.

These workforce training initiatives align with Everett's Consolidated Plan by ensuring that there is a trained and capable workforce to meet the demands of local industries. They help increase employment opportunities, particularly for workers in lower-wage positions, which contributes to addressing affordable housing needs by improving job stability and wages.

**Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?**

Yes, Everett participates in the **Comprehensive Economic Development Strategy (CEDS)**, a regional framework that outlines strategies for economic growth, job creation, and workforce development. The city's CEDS focuses on enhancing key sectors, including aerospace, healthcare, manufacturing, and technology, and includes the following economic development initiatives:

- **Infrastructure Investment:** Expanding transit access, improving roadways, and supporting digital infrastructure to enhance connectivity and employment opportunities.
- **Support for Local Businesses:** Providing assistance to local businesses, particularly in high-growth sectors like aerospace and healthcare, through incentives, grants, and partnerships.
- **Workforce Development:** Ensuring that the workforce is equipped with the skills required by local industries, particularly in technical fields like manufacturing, healthcare, and technology.

These initiatives will be coordinated with the Consolidated Plan, ensuring that housing development aligns with the workforce and economic strategies of the city.

**If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.**

In addition to the CEDS, Everett is also involved in the Snohomish County Economic Development Plan and Puget Sound Regional Economic Strategy. These plans aim to enhance regional infrastructure, promote business development, and foster job creation. Initiatives under these plans include supporting the aerospace sector, expanding educational opportunities, improving transportation networks, and promoting technology-driven industries.

### **Discussion**

No further discussion.



## **MA-50 Needs and Market Analysis Discussion**

### **Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")**

In the City of Everett, households experiencing multiple housing problems are primarily concentrated in neighborhoods facing high displacement risks due to rising rents and redevelopment pressures. "Concentration" refers to the clustering of these households in certain pockets throughout the city, where multiple housing challenges, such as affordability, overcrowding, and lack of adequate shelter, are more prevalent in specific areas. South Everett, Delta, and Riverside are identified as areas with the highest concentrations of low-income renters facing displacement risks. These neighborhoods have historically provided more affordable housing options but are now seeing increased demand as the city grows, especially near transit corridors and employment hubs. Without targeted interventions, these areas risk losing their affordable housing stock, exacerbating the housing instability faced by low-income residents.

Additionally, neighborhoods near major employment centers, such as the Boeing industrial complex, Providence Regional Medical Center, and Naval Station Everett, are also experiencing significant housing demand. These areas attract working-age adults and families seeking proximity to job centers, putting additional pressure on affordable rental and ownership opportunities. With low vacancy rates and escalating home prices, households in these areas, particularly those with incomes below 50% of the area median income (AMI), face heightened competition for limited housing options. To address these disparities and avoid further concentration of housing problems, the city must implement strategies that include increasing affordable housing production in these high-demand areas, preserving naturally occurring affordable housing, and ensuring that new developments integrate affordable units to prevent displacement.

### **Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")**

In the City of Everett, certain neighborhoods exhibit a concentration of racial or ethnic minorities and low-income families. "Concentration" refers to the clustering of these groups within specific areas, where a significant proportion of the population shares common characteristics, such as race, ethnicity, or income level. These areas are often marked by challenges such as limited access to affordable housing, increased risk of displacement, and higher vulnerability to housing instability.

Racial and ethnic minorities, as well as low-income families, are particularly concentrated in neighborhoods like South Everett, Delta, and Riverside. These areas have historically provided more affordable housing options, but they are increasingly under pressure as the city's population grows, housing demand rises, and property values increase. As housing costs escalate, residents in these neighborhoods—many of

whom belong to minority groups or have lower incomes—are facing the highest risk of displacement. The concentrations of these groups are compounded by the proximity to employment centers, such as the Boeing industrial complex, Providence Regional Medical Center, and Naval Station Everett, which attract working-age adults seeking affordable housing. The growing demand for housing in these areas is putting additional stress on affordable housing stock, making it critical for the City to implement targeted policies and development strategies to protect these vulnerable communities and ensure access to stable, affordable housing.

### **What are the characteristics of the market in these areas/neighborhoods?**

The market characteristics in neighborhoods such as South Everett, Delta, and Riverside, where racial and ethnic minorities and low-income families are concentrated, are marked by several key factors that reflect both the opportunities and challenges residents face.

1. **Affordability Pressures:** These areas have historically been more affordable compared to other parts of Everett, which has made them attractive to low-income families. However, rising demand for housing, coupled with limited new affordable housing production, is driving up property values and rents in these neighborhoods. As a result, affordability pressures are increasing, making it harder for current residents to remain in their homes. Renters in these neighborhoods are more likely to face cost burdens, with a disproportionate percentage of their income going toward housing.
2. **Limited Housing Supply:** The supply of affordable housing in these areas is not keeping pace with demand. With growing competition for available units, vacancy rates are low, and rental costs are rising. Additionally, there is a shortage of housing options for extremely low-income families, especially for those making less than 50% of the Area Median Income (AMI). New development has focused on market-rate housing, while affordable units remain scarce, further exacerbating the housing gap for these populations.
3. **Gentrification and Displacement Risks:** South Everett, Delta, and Riverside are at risk of gentrification as demand for housing increases due to proximity to key employment centers and transit access. The displacement of low-income residents in these neighborhoods is a significant concern. As higher-income households move in, housing prices rise, pushing out long-term, low-income residents who are more likely to be from racial or ethnic minority groups.
4. **Proximity to Employment Centers:** These neighborhoods are strategically located near major employment hubs like the Boeing industrial complex, Providence Regional Medical Center, and Naval Station Everett, making them desirable for workers who need affordable housing close to their jobs. However, this proximity also attracts higher-income residents who can afford to pay more for housing, contributing to the rising demand and potentially driving up rents and property values.

5. **Limited Access to Amenities and Services:** While these neighborhoods are attractive due to their affordability and access to employment, they may lack some of the amenities and services that higher-income areas offer. For example, access to high-quality schools, parks, and recreational facilities are limited in these areas, contributing to the challenges faced by families with children. Additionally, there may be a need for more robust infrastructure, such as public transit and healthcare services, to meet the needs of growing populations in these areas.

Overall, the market in these neighborhoods reflects a dynamic that balances affordability with growing demand, limited housing supply, and the increasing risk of displacement. These factors are contributing to a shifting landscape where low-income households and racial or ethnic minorities are facing mounting challenges to secure stable, affordable housing.

### **Are there any community assets in these areas/neighborhoods?**

Despite housing constraints and a need for additional assets, there exists community assets in neighborhoods such as South Everett, Delta, and Riverside that provide important resources and support for residents, particularly for low-income families. These community assets include:

1. **Proximity to Employment Hubs:** One of the key assets of neighborhoods like South Everett, Delta, and Riverside is their close proximity to major employment centers, such as the Boeing industrial complex, Providence Regional Medical Center, and Naval Station Everett. These hubs offer job opportunities to local residents, particularly those in working-class and lower-income households, which can help reduce commuting times and provide economic stability.
2. **Transit Access:** These neighborhoods have relatively good access to public transit, including the Everett Station District, which serves as a transportation hub for buses and the future Link Light Rail extension. This connectivity makes these areas more accessible for individuals who rely on public transportation to get to work, healthcare appointments, and other services. Improved transit access also opens up economic opportunities beyond Everett, connecting residents to broader regional job markets.
3. **Cultural and Social Networks:** For immigrant and refugee communities, neighborhoods like Delta and Riverside often serve as hubs for cultural and social networks. These networks provide essential support systems, including language services, community events, and local organizations that help with integration and connection to resources. Churches and cultural organizations also play a significant role in maintaining these social connections and providing a sense of belonging.
4. **Affordable Housing Stock:** While the area faces growing affordability challenges, neighborhoods in South Everett, Delta, and Riverside still maintain a higher concentration of affordable housing relative to other parts of the city. This includes multifamily housing,

subsidized housing units, and mobile home parks, which provide more affordable options for low-income families compared to higher-cost areas of Everett. Preserving and expanding affordable housing in these areas remains a key asset for the community.

5. **Local Community Organizations and Services:** There are various local community organizations and nonprofit services available in these areas that provide critical support to residents, especially those who are economically vulnerable. These include food banks, housing assistance programs, youth services, and health services. Local organizations such as the YWCA and Housing Hope offer resources for families, domestic violence survivors, and individuals experiencing homelessness.
6. **Recreational and Public Spaces:** Despite being more affordable and sometimes underdeveloped, neighborhoods in South Everett, Delta, and Riverside do feature parks, green spaces, and recreational facilities that serve as valuable community assets. These public spaces are essential for families, children, and seniors, providing places for outdoor activities, exercise, and socialization. Parks such as Thornton A. Sullivan Park and the Riverfront Trail offer residents opportunities to engage with nature and maintain an active lifestyle.
7. **Schools and Educational Institutions:** Several schools and educational programs serve families in these neighborhoods, providing vital educational opportunities for children and adults. Local schools, along with community colleges like Everett Community College, offer educational pathways and job training programs, helping individuals in these areas improve their economic mobility.

These community assets are crucial in supporting the daily lives of residents and contribute to the resilience of these neighborhoods. However, with growing pressure from rising rents and gentrification, the protection and expansion of these assets, especially affordable housing and community services, will be important to ensuring continued access to opportunities for low-income and minority residents.

### **Are there other strategic opportunities in any of these areas?**

There are several strategic opportunities in neighborhoods such as South Everett, Delta, and Riverside that could help improve housing affordability, economic opportunity, and quality of life for residents. These opportunities include:

#### **1. Transit-Oriented Development (TOD)**

As Everett continues to grow and transit options expand, there are significant opportunities to integrate affordable housing into transit-oriented development (TOD) zones, particularly in South Everett, the Everett Station District, and other neighborhoods near the planned Link Light Rail extension. By aligning new development with transit infrastructure, the City can create mixed-use, high-density neighborhoods that promote both housing and access to employment centers, thereby reducing transportation costs and expanding economic opportunities for residents. To

ensure these developments serve the needs of low-income residents, inclusionary zoning policies and affordable housing mandates could be integrated into TOD projects.

## **2. Affordable Housing Preservation and Expansion**

Given the growing displacement risks in these areas, preserving and expanding the affordable housing stock is crucial. Strategic opportunities exist for expanding affordable housing through the redevelopment of underutilized land, the conversion of existing buildings into affordable units, or by incentivizing private developers to include affordable units in their projects. Using tools such as the City's Community Housing Improvement Program (CHIP), tax credits, land use incentives, and public-private partnerships can help ensure that the supply of affordable housing keeps pace with demand. Focusing on creating affordable options in areas with access to public transit and employment hubs can maximize the impact of these developments.

## **3. Community Land Trusts and Cooperative Housing Models**

Establishing or expanding community land trusts (CLTs) or cooperative housing models in these neighborhoods can help preserve long-term affordability and prevent displacement. CLTs allow communities to own the land on which housing is built while separating the ownership of the land from the housing itself. This model can provide a stable, affordable housing stock that is protected from market pressures. By incorporating CLTs in neighborhoods like South Everett or Riverside, the city could create more sustainable, resident-controlled housing options.

## **4. Small Business Support and Economic Development**

As Everett grows, there are opportunities to support local businesses and create more economic opportunities for residents in these areas. Encouraging small business development in these neighborhoods, particularly in mixed-use districts near transit stations, can provide job opportunities and services to local residents. Grants, low-interest loans, and technical assistance to entrepreneurs from low-income or minority backgrounds could be offered in future efforts to help establish and grow businesses. This can create more local employment opportunities and keep economic benefits within these communities.

## **5. Job Training and Workforce Development**

Leveraging proximity to major employers like Boeing, Providence Regional Medical Center, and Naval Station Everett, strategic partnerships can be formed to offer job training and workforce development programs in these neighborhoods. Targeting industries that already have a significant presence in Everett can ensure that local residents are equipped with the skills needed to access higher-paying jobs in these sectors.

Additionally, partnerships with local community colleges or vocational training centers can provide affordable educational pathways for residents, particularly in fields that require skilled labor, such as healthcare, manufacturing, and construction.

## **6. Green Infrastructure and Sustainability Initiatives**

Another strategic opportunity lies in promoting green infrastructure and sustainability projects in these neighborhoods, particularly along the Riverfront or in areas that are undergoing development or revitalization. Installing green spaces, rain gardens, and energy-efficient buildings can improve the environmental quality of the area, increase residents' quality of life, and create jobs in green construction and maintenance. These improvements could also make the neighborhood more attractive to potential residents and businesses, fostering a more sustainable and resilient community in the long term.

## **7. Strengthening Community Engagement and Social Services**

Ensuring that community members, particularly low-income and minority residents, are involved in the planning and development of their neighborhoods is essential to creating solutions. Strategic opportunities include strengthening local community organizations and ensuring that social services, such as food security programs, healthcare access, and educational support, are available in high-need areas. Collaboration with local nonprofits, faith-based organizations, and grassroots groups can help ensure that the voices of residents are heard, and that the needs of vulnerable populations are addressed in the City's growth strategy.

## **8. Enhanced Anti-Displacement Measures**

With the risk of displacement increasing as housing demand grows, strategic anti-displacement measures should be considered in these neighborhoods. These could include rent control or stabilization policies, property tax relief programs for low-income homeowners, tenant protections, and stronger enforcement of tenant rights. Anti-displacement strategies, such as providing relocation assistance or establishing rent subsidies for low-income residents, can ensure that current residents aren't pushed out of these neighborhoods as new development takes place.

By addressing these strategic opportunities, the City of Everett can not only accommodate growth but also ensure that all residents—particularly low-income families and racial/ethnic minorities—can benefit from the economic, housing, and community improvements taking place and help make these neighborhoods better places for everyone.



## **MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)**

### **Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.**

Using the Washington State Broadband Office (WSBO) Digital Dashboard, staff can identify and address gaps in technology access and digital literacy across the City.

In January 2022, Snohomish County, received a \$16.7 million grant from the WSBO to expand broadband access along the SR-530 corridor. This project aims to connect approximately 5,600 premises, enhancing internet access for many households, including those in rural and under-resourced areas.

Despite these advancements, challenges remain. A 2021 report indicated that 6.4% of respondents had no broadband service, and 57% experienced speeds under 25 Mbps. These statistics suggest that a significant portion of Everett's population, especially in certain neighborhoods, may still lack adequate internet connectivity.

Addressing the broadband needs of low- and moderate-income households in Everett requires continued investment in infrastructure, targeted digital literacy programs, and policies that promote affordable internet access. Efforts like the SR-530 corridor expansion and the Digital Dashboard are steps toward bridging the digital divide, ensuring all residents can participate fully in the digital age.

### **Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.**

The need for increased competition among broadband internet service providers (ISPs) in Everett is critical to ensuring affordable, high-quality, and reliable internet access for all residents, particularly those in under-resourced and low-income neighborhoods. Currently, many areas of Everett face limited broadband options, with a reliance on a small number of providers, often leading to higher prices and lower service quality. Limited competition can result in monopolistic behavior where ISPs do not have the incentive to improve service or lower costs. By introducing more broadband providers into the market, the city can foster greater competition, which has the potential to drive down prices, improve service reliability, and increase broadband speeds, especially in high-demand areas such as residential neighborhoods and business districts.

Increased competition would also help bridge the digital divide by providing more affordable and accessible broadband options for low- and moderate-income households, many of whom are currently struggling with high-cost barriers or poor service. In areas with only one or two providers, residents often face limited choices, resulting in fewer opportunities for competitive pricing or service improvements. Expanding the number of broadband providers would not only provide consumers with more options, but also encourage providers to offer better customer service, more flexible pricing plans, and packages that cater to the unique needs of low-income families and households. Moreover, having multiple ISPs can help prevent service interruptions and outages that often arise when a single provider has a monopoly on an area, ensuring that households have a reliable and consistent connection to essential online services for education, work, healthcare, and communication.

## **MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)**

### **Describe the jurisdiction's increased natural hazard risks associated with climate change.**

The City of Everett is projected to encounter changes in temperature, precipitation, rain and snowfall, sea level, and flooding frequency. These changes will exacerbate existing concerns and introduce new challenges to Everett's natural resources, economy, infrastructure, and quality of life. There is an increased likelihood of severe weather including severe winter storms, along with droughts and wildfires, heat stress, and heat-related deaths. Heat events also trap air pollution and humidity, which affect daily health.

The area has previously experienced drought conditions, with a drought incident occurring in 2015, which required the city to institute its Drought Response Plan. During the summer of 2017, the state experienced one of its driest summers on record, although it did not result in a drought situation in Everett. With anticipated increase in temperatures as a result of climate change such that occurred in June 2021, drought situations will only intensify.

The impact of climate change on earthquake, while relatively unknown, could be exacerbated as a result of increased liquefaction due to increased flooding issues. Anticipated sea level rise would impact the coastal areas of the city, increasing storm surge which exacerbate landslide and erosion incident, as well as increasing the potential for flooding in areas which customarily experienced no or limited flooding. Historical hydrologic patterns of weather events would become increasingly inaccurate, increasing potential vulnerability due to uncertainty for water supplies, flood management, and ecological functions. Increased temperatures would also impact snow levels, decreasing water supplies in the various watersheds, even those outside of the planning area. Higher temperatures anticipated with climate change would increase vulnerability of the population due to excessive heat.

### **Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.**

Some populations are at greater risk from hazard events because of decreased resources or physical abilities. Elderly people may be more likely to require additional assistance during a disaster incident or be less able to provide such care during a crisis, finding the magnitude of the task of providing that care beyond their capability. Research has shown that people living near or below the poverty line, the elderly, the disabled, women, children, ethnic minorities, and renters all experience, to some degree, more severe effects from disasters than the general population.

During emergencies, real-time evacuation information may not be provided to people with limited English proficiency, the hearing and visually impaired, those without a smartphone, and other special needs group. Many low-income people may be stranded because they have no personal transportation, and no mass transit (especially during emergencies) is available. For low-income populations, they are less likely to have the income/assets needed to prepare for or recover from a disaster. Although the value of their property may be less than other households, it likely represents a larger portion of the total assets owned. As such, lost property is proportionately more expensive and difficult to replace, especially without insurance.

As a group, the elderly are more apt to lack the physical and economic resources necessary for response to hazard events and more likely to suffer health-related consequences making recovery slower. They are more likely to be vision, hearing, and/or mobility impaired, and more likely to experience mental impairment or dementia. Additionally, the elderly are more likely to live in assisted-living facilities where emergency preparedness occurs at the discretion of facility operators. Elderly residents may have more difficulty evacuating their homes and could be stranded in dangerous situations. This population group is more likely to need special medical attention, which may not be readily available during natural disasters due to isolation caused by the event. Specific planning attention for the elderly is an important consideration given the current aging of the American population. Based on 2022 U.S. Census Data, the City of Everett is a younger community compared to the county and State of Washington, with approximately 13.5 percent of its population 65 years and over compared to 15.0 percent at the county level and ~17 percent at the state level. The median age in Everett is 35.9 years, compared to 38.2 in Washington. Children under 5 are particularly vulnerable to disasters because of their dependence on others for basic necessities. Very young children are additionally vulnerable to injury or sickness; this vulnerability can be worsened during a natural disaster because they may not understand the measures that need to be taken to protect themselves. Approximately 5 percent of the population is 5 years and under. Approximately 20.2 percent of county residents are younger than 18.

Research shows that minorities are less likely to be involved in pre-disaster planning and experience higher mortality rates during a disaster event. Since higher proportions of ethnic minorities live below the poverty line than the majority white population, poverty can compound vulnerability. According to the 2022 U.S. Census Bureau's QuickFacts, racial makeup of the city was 67% white, 0.7% American Indian, 9.4% Asian, and 6.5% black or African American. Those of Hispanic or Latino origin made up 16.5% of the population. The city also had approximately 7,055 Veterans (20.1%), higher than the state average. Approximately 28.2% of the county's population indicated a language other than English spoken in the home.

People with disabilities are more likely than the general population to have difficulty responding to a hazard event. Disability is likely to be compounded with other vulnerabilities, such as age, economic disadvantage, and ethnicity, all of which mean that housing is more likely to be substandard. Approximately 10.5 percent of the city's population 65 years and under is disabled, which is higher than the state's value of 8.9

percent, and higher than Snohomish County's population for the same category, which is 8.1 percent. Population total of disabled individuals with is 11.44 percent.

# Strategic Plan

## SP-05 Overview

### Strategic Plan Overview

The City of Everett's 2025–2029 Strategic Plan outlines key priorities for improving the lives of low- and moderate-income residents through targeted investments in housing, public services, and community infrastructure. Over the next five years, federal funding will be used to support critical public services such as food assistance, childcare, and youth programs ensuring that residents have access to the resources they need to thrive. Additionally, funding will focus on housing stabilization through subsistence payments and legal support to help individuals and families maintain stable homes.

To address the growing need for affordable housing, the city will prioritize the preservation and rehabilitation of existing housing units, as well as support the creation of new, affordable housing through Consortium efforts. At the same time, support will be directed to the city's most vulnerable populations, including the unsheltered, through emergency shelter services, case management, and long-term housing solutions. Mental health and behavioral health services will also look to be enhanced, ensuring that residents have access to the care they need for overall well-being.

In addition to these service-focused goals, the plan aims to strengthen Everett's economy by supporting local businesses, job skill training, and microenterprise development. Investments in public infrastructure, such as sidewalk improvements and ADA upgrades, will create safer, more accessible neighborhoods. By focusing on these key areas, the City of Everett is working to foster a vibrant community that benefits all residents, now and in the years to come.



## SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Table 12 - Geographic Priority Areas

1	<b>Area Name:</b>	City of Everett
	<b>Area Type:</b>	NA
	<b>Other Target Area Description:</b>	City Limits
	<b>HUD Approval Date:</b>	NA
	<b>% of Low/ Mod:</b>	56.5%
	<b>Revitalization Type:</b>	Comprehensive
	<b>Other Revitalization Description:</b>	NA
	<b>Identify the neighborhood boundaries for this target area.</b>	NA
	<b>Include specific housing and commercial characteristics of this target area.</b>	NA
	<b>How did your consultation and citizen participation process help you to identify this neighborhood as a target area?</b>	City-wide service and activity support was established through public engagement efforts, identifying that services and capital improvements are needed throughout the City.
	<b>Identify the needs in this target area.</b>	NA
	<b>What are the opportunities for improvement in this target area?</b>	NA
	<b>Are there barriers to improvement in this target area?</b>	NA

## **General Allocation Priorities**

Describe the basis for allocating investments geographically within the jurisdiction.

Allocation of investments will be based on competitive application process due to the limited funding available. Approximately mid-way through the Consolidated Plan, Community Development staff will re-evaluate goals and outcomes to determine if targeted investments are needed to address priority needs.

## SP-25 Priority Needs - 91.415, 91.215(a)(2)

### Priority Needs

Table 13 – Priority Needs Summary

1	Priority Need Name	<i>Behavioral Health</i>
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence

	<b>Geographic Areas Affected</b>	City of Everett
	<b>Associated Goals</b>	Behavioral Health
	<b>Description</b>	Supporting activities that focus on delivering behavioral health services, with a focus on mental health and substance use disorders.
	<b>Basis for Relative Priority</b>	This need was identified through extensive public engagement with community members and has been established as a Mayoral priority for the City of Everett.
2	<b>Priority Need Name</b>	<b><i>Housing</i></b>
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth

		Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	<b>Geographic Areas Affected</b>	City of Everett
	<b>Associated Goals</b>	Preservation of Existing Units Housing Stabilization Services Unsheltered Persons and Emergency Shelter Support
	<b>Description</b>	Activities supporting preservation and sustainability of housing for Everett residents. Can include both public service activities (Rental Assistance, Legal Services), non-public service/capital activities (rehabilitation of existing homeowner and rental units), and emergency shelter/unhoused person support (shelter operations and services).
	<b>Basis for Relative Priority</b>	Housing remains a high priority need for the City of Everett, due to both an existing shortage of affordable housing at all levels and spectrum of needs, as well as a projection of extreme growth for the population in the next 20 years.
<b>3</b>	<b>Priority Need Name</b>	<i>Public Services</i>
	<b>Priority Level</b>	High

	<b>Population</b>	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	<b>Geographic Areas Affected</b>	City of Everett
	<b>Associated Goals</b>	Public Services
	<b>Description</b>	Non-housing related public service activities that support quality of life improvements and provisions for the City's most vulnerable residents. May include services related to food insecurity, case management, youth, seniors, and/or childcare.

	<b>Basis for Relative Priority</b>	Public service support for non-housing related activities remains a high priority need to augment quality of life services for Everett's most vulnerable populations.
4	<b>Priority Need Name</b>	<i>Economic Development</i>
	<b>Priority Level</b>	Low
	<b>Population</b>	Extremely Low Low Moderate
	<b>Geographic Areas Affected</b>	City of Everett
	<b>Associated Goals</b>	Economic Development Support
	<b>Description</b>	Activities supporting economic development vitality for the City of Everett. May include, but not limited to: business support/technical assistance, job skill training and job placement, facade improvements, and/or microenterprise support.
	<b>Basis for Relative Priority</b>	While this is a priority for funding, this need did not rank as high for priority during public engagement sessions and survey work with community.
5	<b>Priority Need Name</b>	<i>Community Facilities</i>
	<b>Priority Level</b>	Low
	<b>Population</b>	Extremely Low Low Moderate



	<b>Geographic Areas Affected</b>	City of Everett
	<b>Associated Goals</b>	Community Facilities
	<b>Description</b>	Activities that focus and support capital improvements with public facilities, including but not limited to: food banks, childcare centers, senior/community centers, and park structures.
	<b>Basis for Relative Priority</b>	While identified as a priority need for funding, community facility improvements did not rank higher than other needs during community engagement.
6	<b>Priority Need Name</b>	<i><b>Public Infrastructure</b></i>
	<b>Priority Level</b>	Low
	<b>Population</b>	Extremely Low Low Moderate Non-housing Community Development
	<b>Geographic Areas Affected</b>	City of Everett
	<b>Associated Goals</b>	Public Infrastructure Improvements
	<b>Description</b>	Capital improvement activities supporting public infrastructure improvements, such as lighting, pedestrian pathways, ADA upgrades, and utilities.
	<b>Basis for Relative Priority</b>	While identified as a priority need for funding, this need did not rank higher during community engagement than other needs.

## SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

### Introduction

The City of Everett receives an annual allocation under the CDBG program. The City's Community Housing Improvement (CHIP) program, which typically receives an annual award for home rehabilitation loans, generates program income that is used for Revolving Loans to support CHIP activities. The City is also part of a Consortium with Snohomish County to receive HOME program funds. HOME funds are specific to housing-related activities and are one of the few resources available to create new housing. Expected Resources below are reflective of the anticipated direct allocation of funds the City receives from HUD.

### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public - Federal	Acquisition Administration/Planning Economic Development, Housing Public Improvements Public Services	\$750,000	\$150,000	\$40,000	\$940,000	\$3,600,000	Program income is generated from the City's CHIP program and is included in Revolving Loan funds for CHIP activities.

Table 14 - Anticipated Resources

### Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Applicants for activities to be funded with HUD CDBG funds provide information on leveraged funds during the application process. For non-service projects, the city requires a 50% match to ensure project viability as well as diversifying resources so that agencies aren't solely dependent on CDBG funding. For public services projects, CDBG funds are typically used to leverage other state funding/tax relief. Service projects do not require a 50% match and may be fully funded by CDBG funds. The City also receives 2060 Affordable Housing Trust Fund dollars

which support homeless shelter efforts within city limits.

**If appropriate, describe publicly owned land or property located within the state that may be used to address the needs identified in the plan**

The City's 2044 Comprehensive Plan identified an action of implementation addressing the use of publicly available land: Action HO-2, Develop a land banking program to acquire and manage surplus and acquired properties, and to repurpose abandoned or foreclosed properties for housing and community needs.

With recent state changes for utilization of public land for emergency/transitional housing, City staff will continue to utilize public land for emergency shelter/pallet projects supported by local funds and pass through funds from Snohomish County. Since 2019, the city has seen ongoing success with similar efforts under the Catholic Community Services 'Clare's Place' project which is a permanent supportive housing development on surplus City land.

**Discussion**

No further discussion.

## SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Everett	Government	Leading Agency	Jurisdiction
Everett Housing Authority	PHA	Low Income Resident Support	Region
Snohomish County	Government and Continuum of Care	Leading Agency	Region

**Table 15 - Institutional Delivery Structure**

### Assess of Strengths and Gaps in the Institutional Delivery System

#### *Gaps for Everett's Institutional Delivery System:*

- Limited City funding
  - Due to budget constraints, the City of Everett relies heavily on grant funds to deliver support to community partners. Limited City funding restricts the ability to expand or sustain vital community programs and services, leaving many residents without consistent support.
- Constrained Community Partner Capacity
  - Particularly evident since COVID, community partners often operate at or beyond their capacity, struggling to meet growing demand due to limited staffing, resources, and infrastructure.
- Lack of Affordable Housing Options
  - The shortage of housing across all levels, but particularly Permanent Supportive Housing (PSH), limits options for individuals facing chronic homelessness or complex needs, with insufficient units to meet demand.
- Lack of Housing Development
  - A sluggish pace of housing development has led to a supply shortage, making it difficult to address the varied housing needs of a growing population.
- High Market Housing Costs and Cost Burdened Households
  - Elevated housing costs place a severe financial strain on low- to moderate-income households, often forcing them to choose between housing and other basic needs.
- Lack of South Everett Community Hub
  - South Everett lacks a centralized community hub, making it difficult for residents to access essential services, programs, and resources in a convenient and coordinated way.
- Lack of Business Incubation Opportunities in South Everett
  - There are limited business incubation opportunities in south Everett, which stifles local entrepreneurship and economic growth in historically under-resourced neighborhoods.

***Strengths for Everett's Institutional Delivery System:***

- Partnership With Other Local Funders
  - Collaborative funding efforts with local partners enhance the City's ability to support community programs and leverage broader financial resources for impact.
- Invested Grassroots Community Partners
  - Passionate grassroots organizations provide culturally relevant, community-driven services, fostering trust and deeper connections with under-resourced populations.
- 2 PHA's Supporting Greater Community Area
  - The presence of two Public Housing Authorities (PHAs) expands access to housing support and services across a wider regional footprint, promoting housing stability.
- Strong Major Industrial Hub
  - Everett's robust industrial sector supports job creation and economic resilience, offering opportunities for workforce development and career pathways.
- Evolving Port District
  - The redevelopment and strategic growth of the Port district position Everett for increased trade, innovation, and revitalized waterfront activity.
- Established Transit Center
  - The centralized transit hub improves regional connectivity, allowing residents easier access to jobs, education, and essential services across the city and beyond.
- Strong Community Partner Coalition Groups (HCESC, HSEC, AHA, Etc.)
  - Active coalition groups strengthen coordination among service providers, amplifying collective impact and ensuring more comprehensive support for residents.

**Availability of services targeted to homeless persons and persons with HIV and mainstream services**

<b>Homelessness Prevention Services</b>	<b>Available in the Community</b>	<b>Targeted to Homeless</b>	<b>Targeted to People with HIV</b>
<b>Homelessness Prevention Services</b>			
Counseling/Advocacy	X	X	X
Legal Assistance	X		
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X		
<b>Street Outreach Services</b>			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	
<b>Supportive Services</b>			
Alcohol & Drug Abuse	X		
Child Care	X		
Education	X		
Employment and Employment Training	X	X	
Healthcare	X	X	X
HIV/AIDS	X		X
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X	X	
<b>Other</b>			
Other – Food Security	X	X	

**Table 16 - Homeless Prevention Services Summary**

**Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)**

Community partners in response to the needs identified above are able to connect and share resources through various community engagement efforts by the City and Snohomish County. For our unhoused population, Everett’s service delivery system connects resources through:

- City embedded Social Workers, known as CARES (Community Alternative Response Everett) team, is first line of City response, able to connect individuals to much-needed resources, partner agencies, and shelter options.
- New shelter programs launched in Everett (managed by service partners) are focused on unsheltered residents in Everett.

- Mayor’s Drug Crisis Task Force, established in 2024, has identified bodies of work that include development of new mobile medicine and street outreach, advocacy, City policies, and funding priorities.

**Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above.**

- **Strengths:**
  - City-coordinated service mapping for effective understanding of available resources
  - City CARES team can divert calls from EPD and EFD for addiction/behavioral health/homeless response
  - Development of new programs, including mobile/telehealth primarily for unsheltered individuals struggling with addiction
- **Gaps:**
  - Insufficient recovery programs/beds to adequately address the needs for unsheltered individuals
  - Long-term funding for developing/maintaining programs and services
  - Staff shortages reported by many agencies

**Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs.**

The City of Everett is addressing key gaps in its institutional structure and service delivery system by strengthening coordination and investing in targeted solutions. Challenges such as limited City funding, constrained capacity among community partners, and a shortage of affordable and supportive housing continue to impact Everett’s community. Furthermore, geographic constraints, particularly in South Everett further emphasize the need for strategic investment.

To overcome these gaps, the City is leading coordinated efforts among providers to improve efficiency. Continued development of needed facilities, including a harm reduction center, day center, and additional shelter options, aims to better serve vulnerable populations.

Everett’s strong foundation of assets—such as robust partnerships with local funders, committed grassroots organizations, a major industrial base, and a central transit hub—positions it well to advance this work. Regional collaboration, including support from two Public Housing Authorities and established coalition groups, further enhances the City’s ability to deliver on its strategy. By building on these strengths, Everett is creating a more responsive and coordinated system to address priority needs and promote long-term community well-being.



## SP-45 Goals - 91.415, 91.215(a)(4)

### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Services	2025	2029	Homeless Non-Housing Community Development Non-Housing Public Services	City of Everett	Public Services	TBD	Public service activities other than Low/Moderate Income Housing Benefit: 150 Persons Assisted
2	Preservation of Existing Units	2025	2029	Affordable Housing Public Housing Non-Homeless Special Needs	City of Everett	Housing	TBD	Rental units rehabilitated: 20 Household Housing Unit  Homeowner Housing Rehabilitated: 275 Household Housing Unit
3	Housing Stabilization Services	2025	2029	Affordable Housing Non-Homeless Special Needs	City of Everett	Housing	TBD	Public service activities other than Low/Moderate Income Housing Benefit: 75 Persons Assisted  Homelessness Prevention: 250 Persons Assisted
4	Unsheltered Persons and Emergency Shelter Support	2025	2029	Homeless	City of Everett	Housing	TBD	Public service activities other than Low/Moderate Income Housing Benefit: 40 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Behavioral Health	2025	2029	Non-Housing Public Services	City of Everett	Behavioral Health	TBD	Public service activities other than Low/Moderate Income Housing Benefit: 250 Persons Assisted
6	Economic Development Support	2025	2029	Non-Housing Community Development	City of Everett	Economic Development	TBD	Public service activities other than Low/Moderate Income Housing Benefit: 75 Persons Assisted  Facade treatment/business building rehabilitation: 1 Business
7	Community Facilities	2025	2029	Non-Housing Community Development	City of Everett	Community Facilities	TBD	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5000 Persons Assisted
8	Public Infrastructure Improvements	2025	2029	Non-Housing Community Development	City of Everett	Public Infrastructure	TBD	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3900 Persons Assisted

**Table 17 – Goals Summary**

## Goal Descriptions

1	<b>Goal Name</b>	Public Services
	<b>Goal Description</b>	Fund activities that provide basic public services to low/moderate income households in Everett. Public services may include, but are not limited to: food insecurity, childcare, youth, and non-housing legal services. Additional services may fit if not addressed in other goals.
2	<b>Goal Name</b>	Preservation of Existing Units
	<b>Goal Description</b>	Non-Public Service activities that focus on major and minor rehabilitation of housing units, both for homeowners and renters, covering single family detached to multiple family developments.
3	<b>Goal Name</b>	Housing Stabilization Services
	<b>Goal Description</b>	Activities related to public service activities focused on the stabilization of housing for residents. May include rental assistance, legal services, and downpayment assistance.
4	<b>Goal Name</b>	Unsheltered Persons and Emergency Shelter Support
	<b>Goal Description</b>	Activities supporting the needs of unsheltered persons and emergency shelter operations. May include bed placement, operational expenses, and case management for unhoused persons.
5	<b>Goal Name</b>	Behavioral Health
	<b>Goal Description</b>	Activities supporting behavioral and mental health services. May include substance use disorder support.
6	<b>Goal Name</b>	Economic Development Support
	<b>Goal Description</b>	Activities that support the economic development vitality for the City. May include business support (technical assistance), job skill training and placement, facade improvements, and microenterprise support.
7	<b>Goal Name</b>	Community Facilities
	<b>Goal Description</b>	Non-public service/capital activities that support public facilities. May include food banks, childcare centers, senior or community center, and Parks structures.

8	Goal Name	Public Infrastructure Improvements
	Goal Description	Non-public service activities that focus on improvements related to public infrastructure. May include pedestrian pathways, ADA compliance upgrades, and utilities.

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)**

The City of Everett will allocate CDBG funding to improve 295 housing units and living conditions through capital improvements for housing for 75 low/moderate income households and 259 unhoused, extremely low income persons during the five-year period of this Strategic Plan. Of the 295 housing units aided, it is estimated that 74 will aid extremely low-income, 83 will aid low-income, and 138 will aid moderate-income families/households. The City will allocate CDBG funding to improve housing stabilization for 250 unhoused/extremely low income persons and 75 low/moderate income persons. Lastly, the City will allocate CDBG funding to improve emergency shelter support for 40 unhoused/extremely low income persons.

## **SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)**

### **Actions to address LBP hazards and increase access to housing without LBP hazards:**

The City of Everett's Community Housing Improvement Program (CHIP), established in 1975, plays a vital role in improving the living conditions of low-income homeowners, particularly by addressing the risks posed by lead-based paint (LBP). Homes built before 1978 are most likely to contain LBP, which can pose significant health risks, especially to young children and pregnant women. To combat this, the CHIP program contracts with NVL Laboratories, a certified lead testing and mitigation firm. Through this partnership, homes are carefully tested for LBP before any rehabilitation begins, ensuring that potential hazards are identified early.

When lead is found, NVL Laboratories conducts thorough mitigation efforts to safely remove or contain the LBP, following strict guidelines set by the EPA and Washington State. In recognition of its diligent approach to lead hazard control, the CHIP program received praise from the Washington State Lead Certification Program in 2023. This acknowledgment highlights the program's commitment to protecting the health and safety of homeowners while adhering to the highest standards of lead hazard mitigation.

By addressing these lead hazards, the CHIP program not only creates safer living conditions for homeowners but also helps increase access to healthy, affordable housing. The program provides low-interest loans to homeowners, making necessary home repairs more accessible, and ultimately preventing the displacement of families due to health concerns or costly repairs. This approach ensures that low-income residents can remain in their homes, in environments that are safe from the dangers of lead exposure, while contributing to the overall improvement of Everett's housing stock for future generations.

### **How are the actions listed above integrated into housing policies and procedures?**

The actions taken by the City of Everett's Community Housing Improvement Program (CHIP) to address lead-based paint (LBP) hazards are deeply integrated into the city's use of federal funding as well as encouraged for broader housing policies and procedures. These measures ensure that housing improvements not only meet the physical and aesthetic needs of low-income homeowners but also safeguard the health and safety of the residents.

The testing and mitigation of LBP hazards are integral components of the rehabilitation process for CHIP. As part of the CHIP program's housing policies, every home undergoing rehabilitation is required to be tested for lead-based paint. This procedure is outlined in the program's guidelines, ensuring that any home that qualifies for CHIP funding is also subject to rigorous safety inspections. The policy mandates the use of certified professionals, like NVL, to handle the testing and mitigation, ensuring compliance with both EPA and Washington State regulations.

Additionally, the CHIP program aligns with state and federal requirements for lead hazard reduction, making these actions a core part of the program's overall objectives. The City ensures that the mitigation efforts are performed according to state-certified practices, which are integrated into the

funding and approval processes for CHIP and other federally funded housing rehabilitation projects. This ensures that any home that receives financial assistance for improvements is made lead-safe before work continues, reinforcing the city's commitment to public health.

These actions are a reflection of broader housing efforts and health policy goals. By integrating LBP hazard mitigation into the city's housing improvement strategies, Everett is actively reducing health disparities in its low-income communities, which often bear a higher risk of lead exposure. This approach is not only a protective measure but is also designed to increase access to healthy and affordable housing. It allows low-income homeowners to remain in their homes without the fear of lead poisoning and improves overall housing stability. These policies ensure that the CHIP program remains a key tool in the city's efforts to provide safe, sustainable housing for vulnerable populations.

## **SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)**

### **Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families**

#### **How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan**

The City of Everett takes a holistic approach to addressing poverty, integrating affordable housing development with a broad array of community-based services aimed at improving the quality of life for low-income residents. Through strategic funding and partnerships, the city tackles food insecurity, provides public facility improvements, and embeds social workers in various community settings. These social workers connect individuals with essential resources, including mental health support, housing assistance, and financial counseling, ensuring that residents have the tools they need to achieve stability and self-sufficiency. Additionally, Everett's commitment to developing both affordable and market-rate housing helps ensure that low-income families have access to safe, stable living environments, while also creating mixed-income communities that encourage economic integration. The City also provides funding for a homeowner home rehabilitation program and a homeowner minor home repair program that benefits low-income seniors and persons with disabilities.

Everett's focus on public facility improvements—such as parks, libraries, and community centers—further enhances the quality of life for residents, offering spaces for education, recreation, and social services. These facilities are integral to the city's poverty-reduction strategy, as they host programs like job training, childcare, and health services that directly support low-income families. In tandem with housing efforts, the city organizes community events such as festivals and health fairs that help foster social cohesion and reduce isolation among residents, further strengthening the city's social fabric and offering opportunities for community engagement.

Collaboration with community partners and funders plays a crucial role in the city's approach to poverty reduction. Everett works closely with local non-profits, businesses, and philanthropic organizations to distribute funding efficiently and maximize its impact. This collaborative effort ensures that the city's services are accessible and tailored to the specific needs of the community, while also building the capacity of local organizations to sustain these initiatives in the long term. By leveraging collective resources and expertise, Everett not only addresses immediate needs but also creates a sustainable support system that empowers low-income families to break the cycle of poverty.

Through these interconnected efforts, Everett's comprehensive strategy successfully coordinates affordable housing initiatives with anti-poverty programs to improve both the living conditions and economic opportunities of its residents. By addressing the root causes of poverty—such as housing instability, food insecurity, and lack of access to services—Everett fosters a more resilient, self-sufficient community where all residents have the opportunity to thrive.



## **SP-80 Monitoring - 91.230**

**Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including civil rights related program requirements, minority business outreach and the comprehensive planning requirements.**

The City executes subrecipient agreements that meet applicable program and federal requirements. Subrecipients are monitored on an ongoing basis for compliance including general management, performance goals, financial management, data collection and reporting, eligibility determinations, labor compliance, etc. City staff work closely with subrecipients through phone, virtual, and email interactions to address any concerns and assist community partners in meeting program requirements.

Desk monitoring consists of close examination of periodic reports submitted by subrecipients for compliance with program regulations and subrecipient agreements as well as compliance with requirements to report on progress and outcome measures specific to each award.

Construction or acquisition projects are monitored as they progress in order to ensure compliance with specific applicable requirements including Davis-Bacon, Section 3, NEPA, MWBE, and Uniform Relocation and Acquisition requirements.

Timing and frequency of monitoring depends on the complexity of the activity and the degree to which an activity or subrecipient is at risk of noncompliance with program requirements. More frequent oversight may occur depending on identification of potential problems or risks. The purpose of monitoring is to identify any potential areas of noncompliance and assist the subrecipient in making the necessary changes to allow for successful implementation and completion of the activity.

The City also uses the Consolidated Annual Performance and Evaluation Report (CAPER) as a tool for monitoring the City's performance against Consolidated Plan goals.

## Expected Resources

### AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

#### Introduction

The City of Everett receives an annual allocation under the CDBG program. The City's Community Housing Improvement (CHIP) program, which typically receives an annual award for home rehabilitation loans, generates program income that is used for Revolving Loans to support CHIP activities. The City is also part of a consortium with Snohomish County to receive HOME program funds. HOME funds are specific to housing-related activities and are one of the few resources available to create new housing. Expected Resources below are reflective of the anticipated direct allocation of funds the City receives from HUD.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public-Federal	Admin & Planning Economic Development Housing Public Improvements Public Services	\$750,000 Estimated	\$150,000 Estimated	\$40,000 Estimated	\$940,000 Estimated	\$3,600,000 Estimated	Program income is generated from the City's CHIP program and is included in Revolving Loan funds for CHIP activities.

Table 18 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

Applicants for activities to be funded with HUD CDBG funds provide information on leveraged funds during the application process. For non-service projects, the city requires a 50% match to ensure project viability as well as diversifying resources so that agencies aren't solely dependent on CDBG funding. For public services projects, CDBG funds are typically used to leverage other state funding/tax relief. Service projects do not require a 50% match and may be fully funded by CDBG funds. The City also receives 2060 Affordable Housing Trust Fund dollars which support homeless shelter efforts within city limits.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City's 2044 Comprehensive Plan identified an action of implementation addressing the use of publicly available land: Action HO-2, Develop a land banking program to acquire and manage surplus and acquired properties, and to repurpose abandoned or foreclosed properties for housing and community needs.

With recent state changes for utilization of public land for emergency/transitional housing, City staff will continue to utilize public land for emergency shelter/pallet projects supported by local funds and pass through funds from Snohomish County. Since 2019, the city has seen ongoing success with similar efforts under the Catholic Community Services 'Clare's Place' project which is a permanent supportive housing development on surplus city land.

**Discussion**

The City of Everett received \$300,000 in Human Needs funds for 2025. Combined with the 15% CDBG allocation available for public services, \$412,000 is estimated to be available for public service activities within city limits. Non-public service activities are supported by CDBG funds, HOME funds, or City General Funds. Combined, this can provide around 1.5 million dollars in available funds.

Due to the timing of the rollout of the NOFA for CDBG grant funds, an estimate of HUD funding amounts is used. At the time of action for City Council to adopt the Annual Action Plan, thru Resolution, the following statement is acknowledged:

The City Council approves the Community Development Advisory Committee recommendation of adjusting evenly all Approved Projects' funding amounts based on the difference between the estimate and final award for CDBG and HOME fund. If the final award difference is greater than \$150,000 the Committee will reconvene to provide an updated funding recommendation. Further, if uncommitted funds less than \$150,000 remain during a program year, then allocation of such funds will be in accordance with the 2025 Annual Action Plan and the Citizen Participation Plan.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
<b>1</b>	Public Services	2025	2029	Homeless Non-Housing Community Development Non-Housing Public Services	City of Everett	Public Services	\$10,000 Estimated	Public service activities other than Low/Moderate Income Housing Benefit: 7 Persons Assisted
<b>2</b>	Housing Stabilization Services	2025	2029	Affordable Housing Non-Homeless Special Needs	City of Everett	Housing	\$51,250 Estimated	Public service activities other than Low/Moderate Income Housing Benefit: 20 Persons Assisted Homelessness Prevention: 45 Persons Assisted
<b>3</b>	Unsheltered Persons and Emergency Shelter Support	2025	2029	Homeless	City of Everett	Housing	\$20,000 Estimated	Public service activities other than Low/Moderate Income Housing Benefit: 8 Persons Assisted
<b>4</b>	Behavioral Health	2025	2029	Non-Housing Public Services	City of Everett	Behavioral Health	\$35,000 Estimated	Public service activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted
<b>5</b>	Preservation of Existing Units	2025	2029	Affordable Housing Public Housing Non-Homeless Special Needs	City of Everett	Housing	\$535,000 Estimated	Homeowner Housing Rehabilitated: 68 Households

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Public Infrastructure Improvements	2025	2029	Non-Housing Community Development	City of Everett	Public Infrastructure	\$50,000 Estimated	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3900 Persons Assisted

**Table 19 – Goals Summary**

### Goal Descriptions

1	Goal Name	Public Services
	Goal Description	Fund activities that provide basic public services to low/moderate income households in Everett. Public services may include, but are not limited to: food insecurity, childcare, youth, and non-housing legal services. Additional services may fit if not addressed in other goals.
2	Goal Name	Housing Stabilization Services
	Goal Description	Activities related to public service activities focused on the stabilization of housing for residents. May include rental assistance, legal services, and downpayment assistance.
3	Goal Name	Unsheltered Persons and Emergency Shelter Support
	Goal Description	Activities supporting the needs of unsheltered persons and emergency shelter operations. May include bed placement, operational expenses, and case management for unhoused persons.
4	Goal Name	Behavioral Health
	Goal Description	Activities supporting behavioral and mental health services. May include substance use disorder support.

5	<b>Goal Name</b>	Preservation of Existing Units
	<b>Goal Description</b>	Non-Public Service activities that focus on major and minor rehabilitation of housing units, both for homeowners and renters, covering single family detached to multiple family developments.
6	<b>Goal Name</b>	Public Infrastructure Improvements
	<b>Goal Description</b>	Non-public service activities that focus on improvements related to public infrastructure. May include pedestrian pathways, ADA compliance upgrades, and utilities.



## **AP-35 Projects - 91.420, 91.220(d)**

### **Introduction**

The community needs of Housing, Behavioral Health, Food, and Public Infrastructure were prioritized for the 2025 program year. The City's allocation of Non-Public Service funds continues to support homeowner rehabilitation projects in addition to public infrastructure.

#	Project Name
1	Arc Housing Assistance & Systems Navigation
2	Cocoon House Journeys
3	Snohomish County Legal Services Housing Justice Project
4	YWCA Homeward House Collaborative
5	Homage Home Delivered Meals
6	Homage Minor Home Repair
7	CDBG Program Administration & Planning
8	Community Housing Improvement Program
9	Downtown Improvements

**Table 20 – Project Information**

### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

Due to City budget constraints and a reduction in grant funding after the influx of Covid relief funds, the City took a different approach to funding allocation recommendations for the first year of the 2025 – 2029 Consolidated Plan using a more holistic view. In order to make limited funding stretch further and provide funding to multiple organizations, some that received both CDBG funding and City municipal funds in the past were recommended to only receive funding from a single source. Also, the City plans to utilize CDBG funds for City projects every other year to help fill the funding gap and ensure timely expenditure of funds.

While childcare and microenterprise assistance were seen as a high need, it was not prioritized for the first year of the Consolidated Plan.

## AP-38 Project Summary

### Project Summary Information

1	<b>Project Name</b>	<b>Arc Housing Assistance &amp; Systems Navigation</b>
	<b>Target Area</b>	City of Everett
	<b>Goals Supported</b>	Housing Stabilization Services
	<b>Needs Addressed</b>	Housing
	<b>Funding</b>	CDBG: \$21,250
	<b>Description</b>	Funds will support case management services and emergency housing assistance for low income individuals with intellectual and developmental disabilities (IDD).
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	20 low income families with a family member who has an intellectual and/or developmental disability.
	<b>Location Description</b>	127 E. Intercity Ave, Suite C, Everett, WA 98208
	<b>Planned Activities</b>	Case management support and emergency housing assistance for low income individuals with intellectual and developmental disabilities (IDD) and their families to help them develop strategies to avoid future crises and to remain housed.
2	<b>Project Name</b>	<b>Cocoon House Journeys</b>
	<b>Target Area</b>	City of Everett
	<b>Goals Supported</b>	Unsheltered Persons and Emergency Shelter Support
	<b>Needs Addressed</b>	Housing
	<b>Funding</b>	CDBG: \$20,000

	<b>Description</b>	Funds will partially cover staffing and other expenses for the Journeys program which serves homeless young adults between the ages of 18 and 24.
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	8 young adults
	<b>Location Description</b>	3530 Colby Avenue, Everett, WA 98201
	<b>Planned Activities</b>	Funds will be used to improve the self-sufficiency of clients by providing permanent housing along with services including case management, behavioral health, physical health care, referrals, and other support to quickly move young adults out of homelessness.
3	<b>Project Name</b>	<b>Snohomish County Legal Services Housing Justice Project</b>
	<b>Target Area</b>	City of Everett
	<b>Goals Supported</b>	Housing Stabilization Services
	<b>Needs Addressed</b>	Housing
	<b>Funding</b>	CDBG: \$30,000
	<b>Description</b>	Funds will support staffing costs to provide free legal services to 45 low income tenants facing eviction or other housing issues.
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	45 low income persons
	<b>Location Description</b>	2920 Colby Avenue, Suite 102, Everett, WA 98201
	<b>Planned Activities</b>	Provide free legal services to low-income tenants facing eviction or other housing issues including eviction defense, unsafe living conditions, landlord/tenant issues, or other housing disputes and issues.

4	<b>Project Name</b>	<b>YWCA Homeward House Collaborative</b>
	<b>Target Area</b>	City of Everett
	<b>Goals Supported</b>	Behavioral Health
	<b>Needs Addressed</b>	Substance Use Disorders
	<b>Funding</b>	CDBG: \$35,000
	<b>Description</b>	Funds will support staffing costs to provide services to 100 new and expectant low income parents facing substance use disorders and involved with CPS (Child Protective Services).
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	50 low-income persons
	<b>Location Description</b>	3701 Broadway, Everett, WA 98201
	<b>Planned Activities</b>	Activities to include peer support and mentoring, one on one meetings, home visits, client support and referrals to community partner services.
5	<b>Project Name</b>	<b>Homage Meal Delivery Program</b>
	<b>Target Area</b>	City of Everett
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Food
	<b>Funding</b>	CDBG: \$10,000
	<b>Description</b>	Funds support meal delivery program to seniors and people living with severe disabilities who are unable to prepare their own meals.
	<b>Target Date</b>	6/30/206

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	7 low-income homebound seniors and/or persons living with severe disabilities.
	<b>Location Description</b>	5026 196th St. SW, Lynnwood, WA 98036
	<b>Planned Activities</b>	Meal and nutritional services to homebound seniors and people with disabilities.
6	<b>Project Name</b>	<b>Homage Minor Home Repair</b>
	<b>Target Area</b>	City of Everett
	<b>Goals Supported</b>	Rehabilitation of Existing Units
	<b>Needs Addressed</b>	Housing
	<b>Funding</b>	CDBG: \$185,000
	<b>Description</b>	Minor home repairs for low-income seniors and disabled adult homeowners.
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	66 low-income homeowners
	<b>Location Description</b>	5026 196th St. SW, Lynnwood, WA 98036
	<b>Planned Activities</b>	Provide minor home repairs for low-income seniors and disabled adult homeowners.
7	<b>Project Name</b>	<b>CDBG Program Administration &amp; Planning</b>
	<b>Target Area</b>	City of Everett
	<b>Goals Supported</b>	NA
	<b>Needs Addressed</b>	NA
	<b>Funding</b>	CDBG: \$155,000
	<b>Description</b>	Support of administrative duties to carry out tasks of the CDBG Program.

	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
	<b>Location Description</b>	2930 Wetmore Ave, Ste 8A, Everett, WA 98201
	<b>Planned Activities</b>	Program and administrative support of the CDBG program for 12 months.
8	<b>Project Name</b>	<b>Community Housing Improvement Program</b>
	<b>Target Area</b>	City of Everett
	<b>Goals Supported</b>	Rehabilitation of Existing Units
	<b>Needs Addressed</b>	Housing
	<b>Funding</b>	CDBG: \$350,000
	<b>Description</b>	Home improvement loans and administration expenses for major home repair projects for low-income homeowners.
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	2 low-income homeowners
	<b>Location Description</b>	2930 Wetmore Ave, Ste 8B, Everett, WA 98201
	<b>Planned Activities</b>	Loans and administration expenses for major home improvement projects for low-income homeowners.
9	<b>Project Name</b>	<b>City of Everett Downtown Improvements</b>
	<b>Target Area</b>	City of Everett
	<b>Goals Supported</b>	Public Infrastructure

	<b>Needs Addressed</b>	Public Infrastructure Improvements
	<b>Funding</b>	CDBG: \$50,000
	<b>Description</b>	Installation and beautification of downtown utility boxes and street lighting.
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	3,900 low-income persons
	<b>Location Description</b>	2930 Wetmore Avenue, Everett, WA 98201
	<b>Planned Activities</b>	Public infrastructure improvements.



## **AP-50 Geographic Distribution - 91.420, 91.220(f)**

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>
CITY WIDE	100%

**Table 21 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

Allocation of investments was based on competitive application process due to the limited funding available and was not targeted to specific areas.

### **Discussion**

No further discussion.

## **AP-85 Other Actions - 91.420, 91.220(k)**

### **Introduction**

#### **Actions planned to address obstacles to meeting underserved needs**

Although the amount of funding to address under-resourced needs is limited and does not keep pace with the rising level of need, especially in the unhoused population, using funds to improve access to shelter, affordable housing, and basic needs continues to be a large priority. Staff are continuing to move forward on improving access and availability to fair and affordable housing.

The City continues to provide translation for its communications. City newsletters and other publications are translated into Spanish and can be translated to other languages upon request. Community Development public hearing notices and public comment notices published in our local newspaper are also translated into Spanish. Informational flyers for our Community Housing Improvement Program are translated into six languages including Spanish, Vietnamese, Russian, Arabic, Marshallese, and Ukrainian.

#### **Actions planned to foster and maintain affordable housing**

The Everett Affordable Housing Solutions Plan (AHSP) is a strategic initiative aimed at addressing the housing needs of Everett residents earning 0-50% of the Area Median Income (AMI). Funded through a Washington State Department of Commerce Coordinating Low-income Housing Planning (CLIHP) grant, this plan is designed to guide the City's policy and investment decisions regarding affordable housing, with a focus on deeply affordable units and their unique challenges, opportunities, and strategies needed to provide housing for all persons within the 0 - 50% AMI range.

Focused attention is expected to go toward:

1. **Increasing Affordable Housing Supply:** Expand housing options for households earning 0-50% AMI through policy changes, zoning reforms, and incentives for developers. This may include exploring zoning modifications to enable higher-density development near transit corridors and employment hubs.
2. **Preserving Existing Affordable Housing:** Focus on maintaining and rehabilitating Naturally Occurring Affordable Housing (NOAH), which is at risk of being converted into market-rate units, to prevent displacement and retain affordable housing stock.
3. **Addressing Homelessness and Housing Instability:** Prioritize the development of 0-50% AMI housing models that include emergency shelter, shelter, PSH, transitional housing, and low-income housing. These prioritized developments should also include appropriate services and support for individuals experiencing chronic homelessness or housing instability.
4. **Reducing Displacement Risks:** Implement policies to protect communities at risk of displacement due to rising rents and redevelopment, particularly in areas such as Casino Road and Everett Station, which are vulnerable to gentrification.
5. **Regional Funding Coordination and Policy Alignment:** Ensure that local housing funding and

development strategies align with broader regional housing efforts, such as the Snohomish County 5-Year Homelessness Plan, Snohomish County and Everett 2025 – 2029 Consolidated Plan, and the Everett 2044 Comprehensive Plan, to enhance the impact of affordable housing development.

The AHSP plan is expected to increase the production of deeply affordable, shelter, transitional housing, and permanent supportive housing units through policy and funding recommendations. It will also enhance housing preservation measures by supporting strategies to maintain existing low-income affordable restricted units, shelters, NOAH and extend affordability covenants on expiring income-restricted units. Additionally, the AHSP will strengthen housing stability programs, expanding tenant protections, rental assistance, and eviction prevention measures to reduce displacement.

The AHSP aligns with the Everett 2044 Comprehensive Plan, which prioritizes housing affordability and accessibility amid projected population growth. As demand increases, particularly for households earning 0-50% AMI, the city must expand affordable housing options while preventing displacement. The Comprehensive Plan promotes land use reforms, increased density, and mixed-use developments near transit and job centers. The AHSP supports these efforts by recommending zoning reforms, density bonuses, and streamlined permitting to encourage affordable housing production.

### **Actions planned to reduce lead-based paint hazards**

The City of Everett's Community Housing Improvement Program (CHIP), established in 1975, plays a vital role in improving the living conditions of low-income homeowners, particularly by addressing the risks posed by lead-based paint (LBP). Homes built before 1978 are most likely to contain LBP, which can pose significant health risks, especially to young children and pregnant women. To combat this, the CHIP program contracts with NVL Laboratories, a certified lead testing and mitigation firm. Through this partnership, homes are carefully tested for LBP before any rehabilitation begins, ensuring that potential hazards are identified early.

When lead is found, NVL Laboratories conducts thorough mitigation efforts to safely remove or contain the LBP, following strict guidelines set by the EPA and Washington State. In recognition of its diligent approach to lead hazard control, the CHIP program received praise from the Washington State Lead Certification Program in 2023. This acknowledgment highlights the program's commitment to protecting the health and safety of homeowners while adhering to the highest standards of lead hazard mitigation.

By addressing these lead hazards, the CHIP program not only creates safer living conditions for homeowners but also helps increase access to healthy, affordable housing. The program provides low-interest loans to homeowners, making necessary home repairs more accessible, and ultimately preventing the displacement of families due to health concerns or costly repairs. This approach ensures that low-income residents can remain in their homes, in environments that are safe from the dangers of lead exposure, while contributing to the overall improvement of Everett's housing stock for future generations.

### **Actions planned to reduce the number of poverty-level families**

CDBG funds will provide homelessness prevention during the 2025 program year. Additional funded services such as meal delivery, legal aid, and support for substance use disorders will help with basic needs for low-income households. Aiding families out of poverty will remain a priority. Increasing the number of pallet shelters for families will help place houseless families with children in stable living conditions. Case management provided at these locations will help connect them to a range of services and longer term housing.

Refer to SP-70 for additional information.

### **Actions planned to develop institutional structure**

The City of Everett is addressing key gaps in its institutional structure and service delivery system by strengthening coordination and investing in targeted solutions. Challenges such as limited City funding, constrained capacity among community partners, and a shortage of affordable and supportive housing continue to impact Everett's community. Furthermore, geographic constraints, particularly in South Everett further emphasize the need for strategic investment.

To overcome these gaps, the City is leading coordinated efforts among providers to improve efficiency. Continued development of needed facilities, including a harm reduction center, day center, and additional shelter options, aims to better serve vulnerable populations.

Everett's strong foundation of assets—such as robust partnerships with local funders, committed grassroots organizations, a major industrial base, and a central transit hub—positions it well to advance this work. Regional collaboration, including support from two Public Housing Authorities and established coalition groups, further enhances the City's ability to deliver on its strategy. By building on these strengths, Everett is creating a more responsive and coordinated system to address priority needs and promote long-term community well-being.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

Community Development Staff sit on multiple funders groups including Washington State Public Funders hosted by the Department of Commerce, Snohomish County Funders, Snohomish County Human Service Executives group, and the Housing Consortium of Everett and Snohomish County. Staff continue to be in close partnership with housing providers, for-profit market developers and business leaders, community based economic groups (Chamber of Commerce, Downtown Everett Association, etc.), and non-profit partners to encourage strong coordination. The City's Housing Project Manager will continue to work on implementing housing strategies that reduce barriers to development, housing placement, and uphold

the established housing integrity of the community.

### **Discussion**

No further discussion.

May 14, 2025

RE: Everett 2044 - Proposed Zoning Districts

To the Everett City Council:

I am writing out of concern for many of my neighbors, both in Legion Park Add., Div. 2 where I live, but especially many of those on the steep, narrow Mount Baker View Add.

While I generally applaud more dense housing - but only along good transit corridors, I do love my neighborhood as it is, where we can hear the frog chorus at night, the occasional helicopter dropping a patient off at Providence, and there's little traffic at night.

I understand the need for more housing but changing from R-1 to UR-4 will definitely change the character of this quiet neighborhood. Some of my own neighbors are very upset.

But, there are **2 special problems in the Mount Baker Addition**. The **hillside area** where Skyline Drive starts to drop abruptly is an area with **no sidewalks and very narrow streets**, and where Medora Way drops down to Bridge Way and Whitehorse Trail, it's the same.

When anyone parks along Skyline, such as moving vans or delivery / service vehicles, it becomes a one-way road where sightlines make it difficult to see if there's oncoming cars. Dog-walkers and people getting their mail are in danger.

The **steepness of the hillside** also becomes concerning if one property is cleared for **building a larger multi-unit structure**, when it endangers the property above and below during rain events. These are harder to stabilize on such a steep slope. And construction vehicles will make the roads even more impassible for residents.

This neighborhood gets desperate drivers through it already, anytime there's a bridge or Hwy 529 closure, or when I-5 is backed up, so commuters try to come through both neighborhoods, not realizing there are only 2 points of entry and exit since Waverly was closed off.

I may write again before your final decision, but for the sake of most of the Mount Baker Addition, I hope that a serious site visit will make it clear that this area

already has narrow streets, no sidewalks, and a very steep slope facing East/  
Northeast, and **most of Mount Baker should remain as R-1 zoning.**

Sincerely,



Julie Martinson

2303 6th St

Everett 98201



**From:** K L <kerrylynn505@gmail.com>  
**Sent:** Monday, May 5, 2025 7:08 AM  
**To:** Angela Ely  
**Subject:** [EXTERNAL] re zoning

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-I live in the Legion Park subdivision and was notified by multiple neighbors yesterday of the city council meeting on wednesday May 7. The concern is the possibility of the city of Everett to consider the rezoning of our neighborhood from R 1 to U 4. I won't be able to attend the meeting in person bc I am having and eye surgery that day. Can you send me a link so that I can watch/listen to the meeting this wednesday from home ?

I did not want to fill out the form to " speak" . But could you let me know is this the email address where I can send my public comment on this zoning idea ? And, if not could you provide me with that address. And, also where this proposed rezoning in the process-has it gone to the planning commission ?

Thank you,

very concerned Legion Park subdivision homeowner since 1989

Kerry Lorentzson

**From:** Marie <crazydayze@gmail.com>  
**Sent:** Monday, May 12, 2025 7:23 PM  
**To:** 2044 Comprehensive Plan Update; Marie Elliott; DL-Council; Donald Schwab  
**Subject:** [EXTERNAL] Re: Boulevard Bluffs Rezone

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.

My address is 3518 W Mukilteo Blvd, Everett, WA 98203. Im not selling, so whoever is working with Sage Homes NW can go love themself.

Have a blessed day,

Marie

*Marie Elliott*

Indigenous Archaeologist  
(425) 268-8603 text welcome

On Mon, May 12, 2025, 19:14 Marie <[crazydayze@gmail.com](mailto:crazydayze@gmail.com)> wrote:

The Everett 2044 Housing Element Goals/Policies/ and Agenda is quite clear in that there is a need to create affordable low income housing. So let's see if the proposed rezoning meets those goals, and let's look at if the proposal impedes or is in direct conflict with those goals. Here is a link just in case you lost your copy, which the Boulevard Bluffs proposed rezone suggests that you did.

<https://www.everettwa.gov/DocumentCenter/View/40802/2025-02-14-Housing-goals-policies-actions-Early-Council-Package?bidId=>

- **HO-2 Adopt flexible development regulations that streamline the local review process with clear objective standards, encouraging innovative and context-sensitive development.** This says flexible, not, behind the communities back. Why were property owners who were going to be directly impacted by the rezoning NOT contacted in a timely and formal manner? Isn't that what context - sensitive means?
- **HO-3 Evaluate the impact on development capacity when amending development regulations.** West Mukilteo Blvd is a two lane road and even if every single property owner sold and the city could tear it all down and rebuild, the traffic would still be limited by the TWO lanes bridges.
- **HO-5 Collaborate with educational institutions to provide diverse housing options for students in campus and transit-served mixed-use areas.** Has Mukilteo School District even been notified? I wonder about that because I was not, and again, I am a property owner that will be directly impacted. Kamiak High is currently AT CAPACITY and just because Olympic View Elementary and Middle School are not flagged does not mean that they are prepared to take on the number of additional students that may be registering.
- **HO-6 Promote accessible housing options and services for seniors.** There are ZERO services within 1.3 miles of Boulevard Bluffs and that is John's Bar and Grill. The closest actual grocery store is Safeway off Evergreen at 4.3 miles away. Providence Hospital is even further. There is no active bus line or light rail close by. Additionally, if they are to continue putting in 3 story townhomes without elevators, then those aren't really accessible for a lot of seniors either
- **Section HO-6 Promote accessible housing options and services for seniors PART 2.** Boulevard Bluffs has quite a few EXISTING seniors in it. Rezoning of properties to a greater variety of development options will increase property values. This will directly impact existing senior residents who are either getting ready to retire or have retired from earning an income and are looking a more fixed incomes that are not flexible enough to pay for these increases in property tax. Everett Housing 2044 explicitly states that the city is

NOT to take actions that will harm at risk populations, which seniors are one such. You have but to take a walk in the very neighborhood that is being rezoned and speak with the seniors there to hear their concern.

- **HO-7 Require housing developments to incorporate facilities and amenities that prioritize access by walking and rolling.** This is NOT a walking neighborhood. here are ZERO services within 1.3 miles of Boulevard Bluffs and that is John's Bar and Grill. The closest actual grocery store is Safeway off Evergreen at 4.3 miles away. Providence Hospital is even further. There is no active bus line or light rail close by. You can say that the ferry is right there but seriously, who is commuting TO Whidbey Island for work? The rail line is not for seniors or any commuters that work anywhere except in North Everett.
- **HO-8 Allow for innovative housing types and construction methods, including modular construction, and provide for demonstration projects that could serve as a model for new and more affordable housing choices.** Let's talk about this for a minute because the review process for the new Harbor's Edge townhomes by Sages Homes NW actually told us a lot about the topography of the properties in Boulevard Bluffs proposed rezoning. These properties are at risk for landslides and therefore require extra cost to evaluate and mediate slide hazards. These measures increase development costs and those will need to be recouped through the purchase price and then maintained into the future.

With that segway, I am going to skip down to the section labeled, **Affordable Housing**. As stated by Boulevard Bluffs Residents at the time of the hearing to allow the Harbor's Edge townhomes to be built, "wide spread concern was that the project proposes residential rather than neighborhood commercial uses, and that its approval could serve as a precedent for residential development of other vacant NB-zoned parcels in the area"

See page 11, #31 Public Comment ([https://drive.google.com/file/d/1ICyq3kz-77snA6VY0Zv2dyN9UMoXXu6\\_/view?usp=sharing](https://drive.google.com/file/d/1ICyq3kz-77snA6VY0Zv2dyN9UMoXXu6_/view?usp=sharing))

Not only is the Neighborhood Business area of Boulevard Bluffs that could be used to bring in more services NOT being used for that ,but the rezoning is literally taking away existing services while adding housing. Note that I said housing, not Affordable Housing, not Walkable and Rolling Housing, not Senior or Low Income Housing. Nope, just more housing that costs as much as the housing that is already here but without any services and without any yards, without additional traffic revisions for the additional cars because there is ZERO Public Transportation.

Let's not beat around the bush any further then. We all know that Sage Homes NW is the frontrunner developer/builder slated to buy up any of the properties willing to sell and that the intent is to build similar dwellings to the new Harbor's Edge Townhomes. The properties being rezoned are not just residential but included local businesses, such as the Sound View Market, which is proposed to be rezoned as UR 4 Residential Low Rise. Let's look at that example and see if they pass muster for Everett 2044 Housing Element Goals/Policies/ and Agenda.

**Are the townhouses at Harbor's Edge affordable? NO**

There is ONE townhome priced at \$695,950, the rest cost more. If an Everett Family of 4, wanted to buy one of these townhouses, they would likely use an FHA Loan because it would be unlikely that they would have the 20% down payment or \$139,190 in savings. To qualify for an FHA loan which requires 3% down payment, the buyers would need to come up with \$20,878 of their own funds. The monthly payment on an FHA 30yr fixed rate mortgage at the current market rate of 7.29% makes the monthly Principle and Interest portion of their mortgage payment \$4,623 and the monthly tax for one of the lower assessed Harbor's Edge Townhomes is \$311 monthly, making their monthly housing payment \$4,934, and that does not include whatever homeowner's insurance is necessary or the HOA dues, nor does it include the additional FHA MI.

Next, let's look at the income needed to make a roughly \$5,000 monthly mortgage payment. FHA qualifies borrowers at a 47% debt to income housing ratio. Qualifying with the housing payment alone and NO other debt, the monthly income needed to qualify is \$10,416, which translates to \$124,999 annually. Moderate income in Everett starts at \$125,680 which would still not be enough because we didn't include the HO Insurance, HOA Dues, and FHA Mortgage Insurance that would all be part of that monthly mortgage payment and let's be real,

there isn't a mid income family out there that has Zero debts these days or they are an anomaly.

<https://www.everettwa.gov/DocumentCenter/View/37523/Area-Median-Income--Rent-Limits-2025?bidId=>

Now, I could be wrong, maybe these townhomes are exactly what the Everett Community at large needs. Maybe, just maybe, all 24 townhomes of Harbor's Edge sold and are currently occupied. According to the open house flyer that was handed to me by a lovely real estate agent that I won't call out in this email, that is not the case. According to the flyer, 12 of the 24 units are not yet sold. However, according to the Snohomish County Tax Assessor, 15 of them are still held by Sage Homes NW. If the community at large was really chomping at the bit for homes in this price range, they sure are taking their sweet sweet time to get into a home with a view.

The City of Everett needs only to refer back to it's own Everett Housing 2044 plan and goals to see that this rezone is not meeting what it is set to do. Money and time can be better spent in other areas where there are actual existing bus lines, light rail, grocers, pharmacies, doctors, churches, restaurants, heck, maybe just a corner market (hint, hint, leave our one local service alone). Just like Everett Housing 2044 states in Action **HO-2: Develop a land banking program to acquire and manage surplus and acquired properties, and to repurpose abandoned or foreclosed properties for housing and community needs.**

As a closing, I'd like to know whom, within city government is in bed with Sage Homes NW, directly or through disguised means. It's pretty apparent that shenanigans are afoot and someone has a hard on for the Boulevard Bluffs Neighborhood. See you on May 21st!

*Marie Elliott*

Indigenous Archaeologist  
(425) 268-8603 text welcome

**From:** mojo <mojonow@yahoo.com>  
**Sent:** Tuesday, May 13, 2025 5:51 PM  
**To:** DL-Council  
**Subject:** [EXTERNAL] Re: Everett 2044 - North Everett Mount Baker View - Legion Neighborhood  
**Attachments:** Ltr to Council and Planning.pdf; Google Map overview Mount Baker View-Legion.pdf; Mapquest overview MtBaker View-Legion.pdf; Zoning Downgrade Justification for Mt Baker View Legion (final).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.

I apologize. The attached documents should have been submitted in pdf. Please see attached.

On Tuesday, May 13, 2025 at 11:36:35 AM PDT, mojo <mojonow@yahoo.com> wrote:

To All:

Please see attached Thank you for your consideration.

Jo Newland  
One of 190 Residents  
North Everett Mount Baker View-Legion Neighborhood

**JO ANN NEWLAND**  
**323 SKYLINE DRIVE**  
**EVERETT, WA 98201**  
(425) 319 - 2696

May 13, 2025

Everett City Council  
Attention: Mary Fosse  
2930 Wetmore Ave Suite 9-A  
Everett, WA 98201

Everett Planning Department  
Planning Commission  
Attention: Demi Chatters  
2930 Wetmore Ave. Ste. 8-A  
Everett, WA 98201

Re: North Everett Mount Baker View-Legion Neighborhood

Dear Council and Commission Members:

Meetings of the Planning Commission – May 6, 2025; the City Council – May 7, 2025 and the Everett 2044 Open House of May 8, 2025, the neighbors of the North Everett Mount Baker View Legion Neighborhood shared comments and had discussions with members of the Planning Commission, the City Council and members of both at the Everett 2044 Open House regarding the proposed zoning of change of our R-1 neighborhood to UR-4.

The overviews that have been used for example of proposed zoning changes does not present a true image of the North Everett Mount Baker View/Legion Neighborhood. The attached MapQuest overview and Google overview provide a truer picture of the North Everett Mount Baker View-Legion Neighborhood.

Both maps reveal that our North Everett Mount Baker View/Legion Neighborhood are locked in by Marine View Drive (Yellow Ribbon Hwy); Legion Golf Course; Everett Community College; Washington State Department of Social and Health Services and View Crest Abbey Mausoleum. There are a few commercial ventures on the north side of North Broadway: U-Haul Neighborhood; Our Mini Storage; a car sales lot with detail; Greenshields Industrial Supply & Hardware; and Everett Mobile Truck & Trailer Repair. It is at that point that North Broadway becomes a split highway becoming SR 529 northbound and southbound.

The map confirms the North Everett Mount Baker View/Legion Neighborhood is set apart from other neighborhoods. The only entrance/exits are: Marine View Drive at Bridgeway; or 7<sup>th</sup>/8<sup>th</sup> at North Broadway. The North Everett Mount Baker View/Legion Neighborhood fits the definition of Neighborhood Residential-Constrained.

Attached is supporting documentation for that Zoning of the North Everett Mount Baker View-Legion Neighborhood should be NR-C – Neighborhood Residential – Constrained.

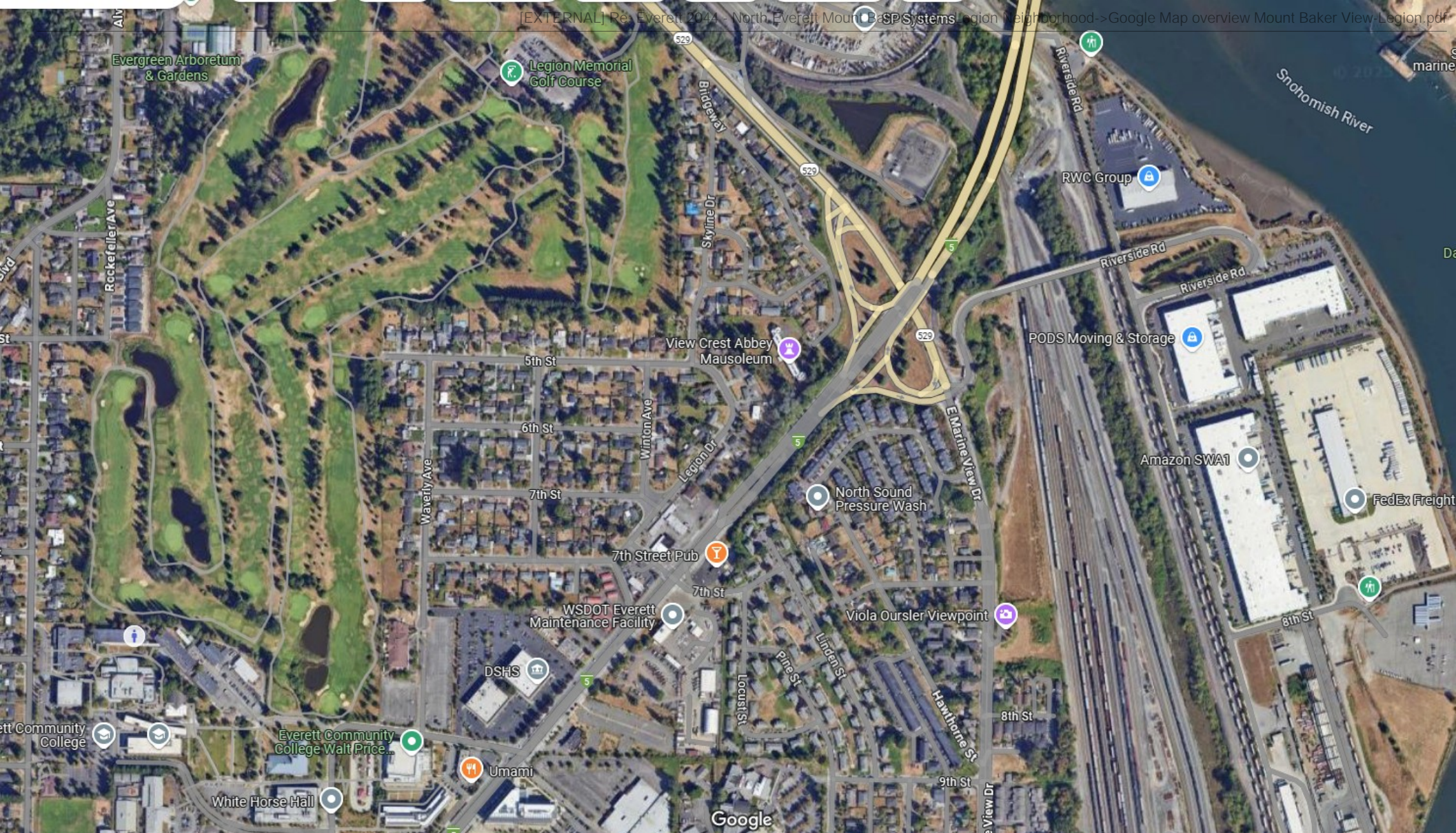
Thank you for your consideration.

Respectfully submitted,

*Jo Newland*

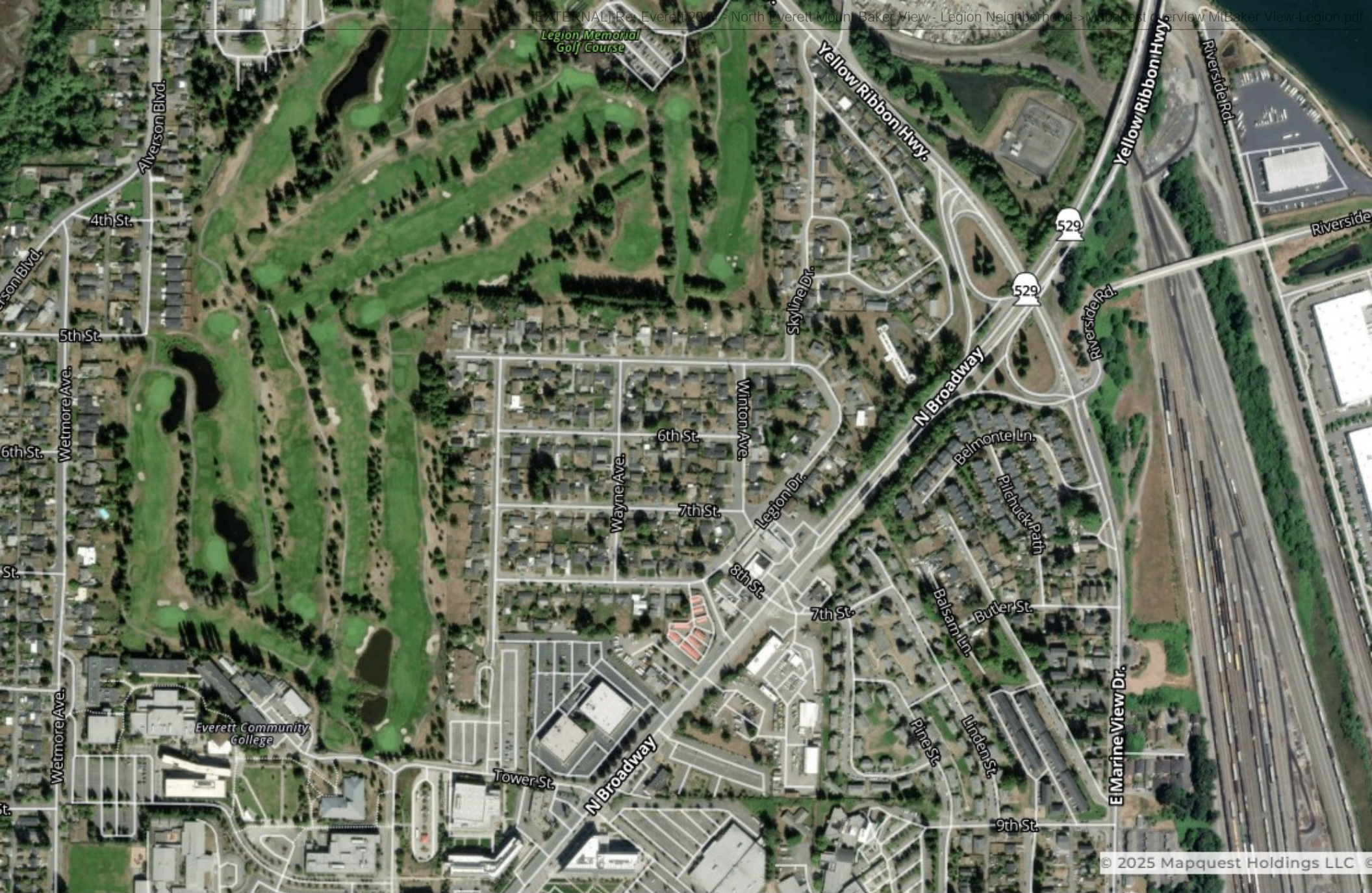
Jo Newland  
One of 190 Residents  
North Everett Mount Baker View-Legion





GOOGLE MAP OVERVIEW - MOUNT BAKER VIEW - LEGION ADDITIONS





MAPQUEST OVERVIEW - MOUNT BAKER VIEW - LEGION ADDITIONS



Prepared and submitted – May 12, 2025  
Mount Baker View-Legion Neighborhood,  
Everett WA

## **Zoning Downgrade Justification for Mount Baker View–Legion Neighborhood (Everett, WA)**

### **Environmental Constraints and Hazards**

The Mount Baker View–Legion neighborhood sits on a **steep hillside** in north Everett, which raises significant environmental concerns. **Geologic hazard maps** classify the area as a potential **landslide hazard zone** due to its slope steepness and soil conditions. ([everettwa.gov](http://everettwa.gov)) Slopes greater than 15% with permeable soils over impermeable layers, combined with **springs or groundwater seepage**, are explicitly recognized as unstable and prone to landslides. See the City’s **Critical Area Maps** (Map 2: Landslide Hazards and Map 3: Erosion Hazards). ([Everett, WA](http://Everett, WA)) See Everett Municipal Code (EMC 19.37.080) This description matches the neighborhood’s topography – the hillside above the Snohomish River/Possession Sound – suggesting a risk of slope failure or erosion during heavy rainfall or seismic events.

Another environmental factor is the **history of industrial contamination** in this part of Everett. The neighborhood lies within the cleanup zone of the **Everett Smelter** (operated by Asarco until 1912), which left **high levels of arsenic and lead** in the soil over a **one-square-mile area** of northeast Everett. ([heraldnet.com](http://heraldnet.com)) The former smelter site was at E. Marine View Dr. and Broadway, just downhill from Legion Memorial Park, and arsenic-laden smoke contaminated much of the surrounding area. ([Everett Smelter Cleanup Site Boundary Map](#) (2019)). Cleanup efforts by the Washington Department of Ecology have been ongoing for decades to remove and replace toxic soil in residential yards and parks. ([Cleanup progress - Washington State Department of Ecology](#)), ([heraldnet.com](http://heraldnet.com)) Any new development or earthwork in the Mount Baker View–Legion area would have to navigate these contamination issues, including potential **soil remediation requirements** and health risks from disturbing arsenic-containing soils. ([apps.ecology.wa.gov](http://apps.ecology.wa.gov))

In summary, the neighborhood’s **environmental context** is defined by:

- **Steep, unstable slopes:** The area fits the city’s criteria for “**Geologically Hazardous Areas**” with landslide-prone bluffs ([everettwa.gov](http://everettwa.gov)) Slope stability is a serious concern, and the **NR-C (Neighborhood Residential – Constrained)** zoning designation is specifically intended “*to reduce risk from hazards in areas with limited access by providing for continuation of established development patterns and limiting growth*”

potential” ([everettwa.gov](http://everettwa.gov)) This hillside is a textbook example of where growth should be constrained due to hazard risks. ([Ch. 19.37 Critical Areas | Everett Municipal Code](#)) ([Everett, WA](#))

- **Groundwater and seeps:** Anecdotally, hillside neighborhoods often have shallow groundwater or springs. City hazard criteria note that slopes with **groundwater seepage or saturated soils** are especially landslide-prone ([everettwa.gov](http://everettwa.gov)). Any significant grading or added weight from high-density construction could exacerbate groundwater seep issues and slope instability. ([Everett, WA](#))
- **Soil contamination:** The legacy of the Everett Smelter means the soil in this area has been classified as a toxic cleanup site for arsenic and lead ([heraldnet.com](http://heraldnet.com)). Over half of the 700 affected homes in North Everett (including this neighborhood) required soil excavation and replacement. Intensive redevelopment (as allowed under UR4 up-zoning) might disturb the remaining contaminated soils, requiring coordination with Department of Ecology and potentially posing environmental health risks if not carefully managed. ([apps.ecology.wa.gov](http://apps.ecology.wa.gov))

Given these factors, **the Mount Baker View–Legion area clearly meets the intent of the NR-C zone, which is to limit density in environmentally sensitive, hazard-constrained locations** [everettwa.gov](http://everettwa.gov). Up-zoning to UR4 (which encourages mid-rise, high-density residential buildings up to 4 floors) could significantly increase the load on an already fragile hillside and involve extensive excavation in contaminated ground – a potentially dangerous combination.

### **Infrastructural Constraints and Emergency Access**

*Map illustrating the Mount Baker View–Legion area (center) bounded by major barriers: Legion Memorial Golf Course (green area, upper left), Marine View Drive (Yellow Ribbon Hwy) along the west, North Broadway/SR 529 along the east, and the Everett Community College campus to the south. The neighborhood’s internal streets form a single enclave with only **two** vehicular access points: **Bridgeway** connecting to Marine View Dr. on the west side, and **7th/8th Street** connecting to North Broadway (SR 529) on the east.*

The neighborhood’s **road network is effectively a dead-end loop**, with very limited ingress and egress. As noted above and visible in the map, residents can only enter or exit in two places:

- **North access:** via **Bridgeway** at Marine View Drive (a steep route down to the waterfront road).
- **South access:** via **7th Street/8th Street** at North Broadway, just before Broadway becomes the divided SR-529 highway.

This constrained access raises serious **emergency response and evacuation concerns**. In the event of a **disaster or road blockage** – for example, a landslide, fallen tree, or major accident – one of these two routes could be impassable, effectively leaving the entire community with only a single way out. A fire or earthquake-triggered slide could isolate the neighborhood. Even under normal conditions, **traffic bottlenecks** occur at these choke points, and increased population from high-density development would worsen the congestion.

From a fire safety standpoint, modern codes and the **International Fire Code (IFC)** call for multiple access routes for larger developments. For instance, fire code guidance is that **any residential development of over 30 homes must have at least two separate access roads for fire apparatus** ([Ch. 16.03 Amendments to the International Fire Code | Everett Municipal Code](#))

The Mount Baker View–Legion area already has over 30 homes relying on essentially one thru-route (looping inside the neighborhood). Converting zoning from single-family to UR4 could enable dozens of new townhouses or apartment units, far exceeding that threshold. Yet, the geography offers no opportunity to create additional road connections – the neighborhood is **landlocked by the golf course and steep slopes to the north/west and by institutional uses and highways to the south/east**. In short, **infrastructure is “locked in”**. There are **no parallel roads or alternate evacuation routes**.

Other infrastructure limitations include the capacity of **older, narrow residential streets** on the hillside. Streets like Skyline Drive, Medora, Bridgeway and Legion Drive are winding and were designed for a low-density neighborhood. They may not safely handle the traffic and parking needs of multi-story apartment buildings. The **topography** also means some streets have steep grades, which can be difficult for large emergency vehicles (fire engines, ambulances) to navigate, especially in winter conditions. Increased density would put more strain on these roads, yet expanding or reconfiguring the street network is essentially impossible given the physical constraints.

**Ingress/Egress Summary:** The Mount Baker View–Legion neighborhood functions as a cul-de-sac on a hill. This is a classic case of a **constrained access neighborhood**, which is exactly why Everett created the **“Neighborhood Residential – Constrained” (NR-C)** zoning category.

By **down-zoned to NR-C**, the city can acknowledge the reality that **high-density growth cannot be safely supported here without major infrastructure changes** (which are not feasible). This would align zoning with the Fire and Emergency services principle that large developments require redundant access routes. It would also prevent adding large numbers of residents who could be put at risk by the limited evacuation options in an emergency.

### **Zoning Context in Comparable Neighborhoods**

A review of other North Everett hillside neighborhoods shows a pattern: areas with similar physical constraints or scenic value have been kept at **lower-density residential zoning**, especially where residents are more affluent or the neighborhood has historic status. This raises equity considerations if Mount Baker View–Legion were treated differently by being up-zoned to UR4.

- **Rucker Hill:** An exclusive residential enclave on a hill overlooking Port Gardner Bay, characterized by winding streets and historic homes. Rucker Hill has long been zoned for single-family use (formerly R-1). In Everett’s zoning code, much of this area is also covered by a **Historic Overlay (Rucker/Grand Historic District)** to protect its character. ([everettwa.gov](http://everettwa.gov)) The new comprehensive plan does **not** convert Rucker Hill to UR4 – it remains low-density. The city appears to recognize the slope and access limitations there, as well as the community’s desire to preserve it. In practice, **Rucker Hill faces far less development pressure**; it is a wealthier area with significant view properties (e.g., the Rucker Mansion selling for millions). The residents have effectively maintained single-family zoning, and the NR-C designation is likely applied or at least considered due to the hill’s constraints. It would be inconsistent (and arguably unfair) for Mount Baker View–Legion, a geologically similar hill, to be zoned UR4 when Rucker Hill is not.
- **Grand Avenue Bluff (Northwest Everett):** Along Grand Avenue north of downtown is a row of historic homes atop a steep bluff (overlooking the naval station and waterfront). This area also has a **Historic Overlay (Norton–Grand)** and remains predominantly single-family. ([everettwa.gov](http://everettwa.gov)) The bluff has known erosion issues, and the city has invested in slope stabilization and a pedestrian bridge in that area, but notably has **not up-zoned the residential lots on top of the bluff** for high-density apartments. Zoning in those areas respects the geologic hazard (steep coastal bluff) and the high value of historic properties. By contrast, the Mount Baker View–Legion hill (which is farther north) has the same steep slope down to Marine View Dr./river but lacks a formal historic designation. The proposed UR4 upzone could be seen as **targeting a less affluent, less politically organized community** for density, while affording more protection to the Grand Ave bluff neighborhood.
- **Northwest Everett (west of Legion Golf Course, around Everett Community College and north of 19th St):** This broader area contains many early-20th-century houses and some student rental housing. The new plan’s **“Neighborhood Residential (NR)”** zoning (3 floors or less) is generally mapped here, with higher intensities focused on corridors and near downtown. The **Everett Community College campus** and a few adjacent blocks might have mixed-use or mid-rise designations, but the established residential blocks of Northwest Everett remain lower scale. There is no blanket UR4 across the entire

neighborhood. In fact, **outside of designated Metro Everett urban core, mid-rise zones are applied selectively**, often to areas that already have wider streets and transit access. The Mount Baker View–Legion area is not transit-rich (apart from one or two bus lines on Broadway) and is not near the city core, so an UR4 designation here appears out-of-pattern. It raises the question: *Is this upzone truly in service of equitable growth, or simply because the neighborhood lacked the same advocacy as others?*

**Demographic and Equity Considerations:** The Mount Baker View–Legion additions have been a modest middle-class neighborhood. By contrast, Rucker Hill and the Grand Ave area have higher median incomes and property values. It is worth noting if any **equity analysis** was done for the comprehensive plan. The Everett 2044 draft does include goals about **“advancing equity” and addressing displacement risk**. ([storymaps.arcgis.com](https://storymaps.arcgis.com)) Upzoning a neighborhood with known constraints could inadvertently lead to **displacement** of existing residents (if property values and taxes rise or if older homes are redeveloped into expensive apartments) without delivering truly affordable housing. Meanwhile, leaving wealthier hillside areas at low density preserves their exclusivity. This uneven approach can be perceived as inconsistent with Everett’s stated equity goals.

In summary, **comparable North Everett neighborhoods with similar terrain (hillside/bluff) are not zoned UR4** – they remain in lower-density residential zones, often with special overlays to limit growth. The pattern suggests that the city has exercised caution in upzoning areas that are either **environmentally risky or politically well-connected**. The Mount Baker View–Legion area warrants the same cautious approach. It clearly **“fits the definition of Neighborhood Residential–Constrained”** as the resident’s draft letter to the Council pointed out. Down-zoning the proposed zoning from UR4 to **NR-C** would ensure the area is treated consistently with other constrained neighborhoods and not singled out for an inappropriate level of development.

### Conclusion and Recommendation

**Mount Baker View–Legion is a uniquely constrained neighborhood – physically isolated, geologically hazardous, and served by minimal infrastructure.** These factors make it ill-suited for the Urban Residential-4 (UR4) zoning that permits mid-rise, high-density development. Instead, the evidence strongly supports a zoning designation of **Neighborhood Residential – Constrained (NR-C)**, aligning with the city’s own description for areas where growth should be limited to reduce hazard risks. ([everettwa.gov](https://everettwa.gov))

Key evidence in support of downgrading to NR-C includes:

- **Geologic risk:** Steep slopes and documented landslide risk criteria are present. Encouraging dense development would increase the potential consequences of slope

failure. The NR-C zone exists “to reduce risk from hazards in areas with limited access”[everettwa.gov](http://everettwa.gov) – precisely the situation here.

- **Environmental health:** The legacy of arsenic contamination (Everett Smelter cleanup site) means any redevelopment must handle toxic soils. ([heraldnet.com](http://heraldnet.com)) Lower-density development is more manageable in this context, whereas intensive construction under UR4 could pose greater disturbance and exposure risks.
- **Limited access:** Only two access points serve the entire area and internal roads are substandard for heavy traffic. This is a serious constraint for emergency services. High-density zoning without the possibility of adding new roads would violate basic safety planning principles. ([Ch. 16.03 Amendments to the International Fire Code | Everett Municipal Code](#)) NR-C zoning would cap the density to what the road network can reasonably handle.
- **Consistency and fairness:** Other Everett neighborhoods with similar hillsides (Rucker Hill, Grand Ave bluff) are not forced into high density. Applying NR-C to Mount Baker View–Legion would ensure **equal treatment**, showing that Everett values the safety and character of **all** its neighborhoods, not only the historically wealthy ones. ([everettwa.gov](http://everettwa.gov)) It would also prevent potential displacement in a working-class community, aligning with equity goals.

In conclusion, the **Everett City Council should amend the draft zoning map to designate Mount Baker View/Legion Additions as NR-C (Neighborhood Residential – Constrained) instead of UR4.** This change is backed by robust evidence from environmental studies, hazard maps, and planning best practices. It will protect future residents and the existing community from undue harm and preserve the appropriate scale of development for an area with so many constraints. Crucially, it still allows *some* growth – NR-C would continue the established development pattern (primarily single-family homes, accessory dwellings, maybe duplexes), but **limits the growth potential to a safe level.** ([everettwa.gov](http://everettwa.gov)) This compromise supports Everett’s growth targets in a sustainable way, directing higher densities to places that have the infrastructure to support them.

By adopting **NR-C** zoning for this neighborhood, Everett can demonstrate a commitment to **public safety, environmental stewardship, and equitable planning.** The evidence presented here can be used in public comments or council testimony to substantiate why a **downzone to NR-C is not NIMBYism, but a necessity** for this particular location. It is a rational decision grounded in the facts of topography, history, and comparative policy – and it will help “**reduce risk from hazards**” while still allowing Everett to meet its growth needs elsewhere. ([everettwa.gov](http://everettwa.gov))

## Sources:

1. Everett 2044 Draft Development Regulations – **Neighborhood Residential-Constrained definition** (EMC 19.03.030.B.1)( [Ch. 19.37 Critical Areas | Everett Municipal Code](#)) ([everettwa.gov](#))
2. City of Everett **Critical Areas Ordinance – Landslide Hazard criteria** (springs, seeps, impermeable layers on slopes. ([everettwa.gov](#))
3. WA Dept. of Ecology – **Everett Smelter Cleanup** overview (Asarco arsenic contamination over 1 sq. mile, cleanup status ([heraldnet.com](#))([ecology.wa.gov](#))
4. City of Everett **Hazard Inventory (2018)** – identifies north Everett coastal bluffs and slopes as landslide-prone areas (Figure 25) ([everettwa.gov](#))
5. Everett City Maps – **Critical Areas Maps 2 (Landslide Hazard)** and **Access geometry** (showing isolated street network) (See attached
6. Ch. 16.03 International Fire Code Amendments – requirement for **two access roads** for developments over 30 homes. [Ch. 16.03 Amendments to the International Fire Code | Everett Municipal Code](#)
7. Everett Municipal Code – **Historic Overlay Zones** (Rucker/Grand) preserving low-density in wealthy hillside areas ([everettwa.gov](#))
8. Everett 2044 Comprehensive Plan Draft – stated **equity and anti-displacement policies** ([storymaps.arcgis.com](#)) and zoning maps (showing Northwest Everett primarily as NR, not UR4).
9. HeraldNet local news – coverage of **Legion Park arsenic soil cleanup** (2015) ([heraldnet.com](#))([heraldnet.com](#))
10. Testimony of local residents (Everett 2044 Open House, May 8, 2025) – highlighting that Mount Baker View–Legion “fits the definition of Neighborhood Residential-Constrained (Review public records of City Council meeting May 7, 2025; Planning Commission meeting May 6, 2025 and Everett 2044 - Open House May 8, 2025)



**From:** dream59@frontier.com  
**Sent:** Wednesday, May 14, 2025 8:45 AM  
**To:** DL-Council  
**Subject:** [EXTERNAL] New Zoning Northwest neighborhood

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

Good Day,

I currently reside at 520 Waverly Ave. With my wife. We moved into this house/neighborhood in 1993.

It saddens me of the rezoning change by the city. Yes, you can blame the state all you want but in the end this decision is by the City of Everett Council. I acknowledge your position is a tough one across the board. Balancing a tough budget, dealing not my neighborhood.

Balancing the budget, hey let's raise taxes, I was surprised actually in this community overall, that the last attempt to lift the 1% was not approved. I did vote no. there is a bigger populous that can't keep absorbing what is going on. I recently retired and my wife will be retiring at the end of this year. But I foresee to survive living here that retirement will be short lived for one or both of us. We worked hard, like many, raised two daughters here, our house is paid for and now what I see our neighborhood is targeted for a total remake. Pushing out what has mostly been an area with small single family homes with yards and affordability. We fulfill the green space requirement also. The rezoning will eventually drive up the cost of what we worked for. I view as pushing us out. This proposal will not increase affordable housing or lower rent. That is market driven as well as all the state and local building regulations and costs. Builders will move or not want to build smaller affordable single family homes. I think that this proposal as you say driven by the State should be across all of Everett. Nobody should be immune to rezoning. At a minimum there should no longer be areas that are single family only.

There is currently many open apartment space available. Much if it is cost prohibitive for many. There are still existing neighborhoods zoned or have multiple family dwellings sitting vacant or not being utilized. What is going on with the Baker area where the old Coast Guard housing is slated to be torn down. That is a classic area where it was turning into an affordable community mindset. I think the city should work on that. Build 2-3 story buildings, can have central gardens put back on as well as a central play areas. This was becoming a nice pathway for folks as they were taking pride in their neighborhood and providing dignity and a pathway to some sort of homeowner ship. Your proposal will not provide more affordable housing, increase green space. In fact it will reduce green space, change the weather in the area and drive up living costs. Asphalt Jungle. I think that the city needs to do a better part in its planning in its growth and quit blaming the state. Tell them no we will change our growth and planning to not only serve its future but by being mindful of its existing population of all, no matter what their means are.

So I say no. I am open to a look at no more than 2 story and no more than duplex with restrictions on ADU's and no supplied parking off street. The college currently has more than enough space and per their comments in financial distress.

I look forward to the meeting on the 21st and hope you have better answers and proposals to help our city grow responsibly and not based on your "means".

Carl Agne



## EVERETT CITY COUNCIL Public Comment Form

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

The following comments are not allowed:

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

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

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

DATE: May 14, 2025

NAME (required): Jo Newland

CITY (required): Everett ZIP (required):

EMAIL (optional): mojonow@yahoo.com PHONE (optional): 4253192696

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

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item  
AGENDA ITEM #:

☒ NO – speak during general public comment, topic you would like to speak on:  
Proposed Zoning Proposal



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DATE: 5/14/25

NAME (required): KEIL SHEPHERD

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

EMAIL (optional): KL.SHEPHERD@OUTLOOK.COM PHONE (optional): 425-365-2169

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

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item  
AGENDA ITEM #: \_\_\_\_\_

☒ NO – speak during general public comment, topic you would like to speak on:  
EVERETT 2044



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DATE: 5/14/25

NAME (required): Madeline Shepherd

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

EMAIL (optional): madelinekincy@hotmail.com PHONE (optional): 425-365-2169

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

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: \_\_\_\_\_

☒ NO – speak during general public comment, topic you would like to speak on:

Everett 2044 rezoning





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

DATE: MAY 14

NAME (required): William Parent

CITY (required): Vancouver ZIP (required): 98660

EMAIL (optional): \_\_\_\_\_ PHONE (optional): 206 657 2489

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

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: \_\_\_\_\_

☒ NO – speak during general public comment, topic you would like to speak on:

Homelessness