



**Everett City Council Preliminary Agenda**  
**12:30 p.m., Wednesday, May 28, 2025**  
**City Council Chambers**

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: May 21, 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 \$8,016,293.29 For The Period Ending May 10, 2025 Through May 16, 2025.

Documents:

[RES\\_CLAIMS PAYABLE 5.16.25.PDF](#)

(2) Approve The 2025-2029 Commute Trip Reduction (CTR) Plan.

Documents:

[COMMUTE TRIP REDUCTION PLAN UPDATE.PDF](#)

(3) Authorize The Mayor To Sign Amendment No. 1 Of The System Access Fund Project Agreement Related To The Wall Street Connector Project With Central Puget Sound Regional Transit Authority (Sound Transit).

Documents:

[EVERETTSTATIONNONMOTORIZEDIMPROV\\_AMEND1.PDF](#)

**PROPOSED ACTION ITEMS & BRIEFING:**

(4) CB 2505-30 – 1st Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled "Everett Outdoor Event Center" Fund 342, Program 052, To Accumulate Costs For The Planning And Development Of The Outdoor Event Center, Including Costs

For Design Services, Consultant And Legal Fees, And Initial Property Acquisition Costs For The Everett Outdoor Event Center Project In The Amount Of \$4,800,000. (3rd & Final Reading 6/11/25)

Documents:

[CB 2505-30.PDF](#)

[5.28.25 EVERETT OUTDOOR EVENT CENTER PRES.PDF](#)

(5) CB 2505-31 – 1st Reading – Adopt An Ordinance Approving The Appropriations Of The 2025 Revised City Of Everett Budget And Amending Ordinance No. 4087-25 For The Everett Outdoor Event Center Project. (3rd & Final Reading 6/11/25)

Documents:

[CB 2505-31.PDF](#)

(6) CB 2505-32 – 1st Reading – Adopt An Ordinance Authorizing And Providing For Acquisition, Including Through The Exercise Of Eminent Domain, Of Land And Real Property Rights For The Purpose Of Constructing The Everett Outdoor Events Center Project; And Authorizing The Mayor To Enter Into Agreements Related To Acquisition Of The Land And Real Property Rights. (3rd & Final Reading 6/11/25)

Documents:

[CB 2505-32.PDF](#)

Executive Session

PROPOSED ACTION ITEMS:

(7) CB 2505-33 – 1st Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled "Lexington Drainage" Fund 336, Program 030, And Repealing Ordinance No. 3892-22. (3rd & Final Reading 6/11/25)

Documents:

[CB 2505-33.PDF](#)

(8) CB 2505-34 – 1st Reading – Adopt An Ordinance Closing A Special Improvement Project Entitled "Wall Street Connector" Fund 303, Program 129, As Established By Ordinance No. 3933-22. (3rd & Final Reading 6/11/25)

Documents:

[CB 2505-34.PDF](#)

(9) CB 2505-35 – 1st Reading – Adopt An Ordinance Creating A Special Improvements Project Entitled "Lowell Riverfront Trail Improvements", Fund 308, Program 084, To Accumulate Construction Costs For The Lowell Riverfront Trail Improvements Project In The Amount Of \$1,649,860. (3rd & Final Reading 6/11/25)

Documents:

[CB 2505-35.PDF](#)

ACTION ITEMS:

(10) CB 2505-29 – 3rd & Final 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.

Documents:

[CB 2505-29.PDF](#)

(11) 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\\_CONSOLIDATED PLAN AND 2025 ANNUAL ACTION PLAN.PDF](#)

BRIEFING:

(12) Adopt Resolution To Adopt Rules To Enact The New Minimum Wage As Required By Citizen-Led City Of Everett Initiative Measure 24-01. (Action Item On 6/4/25)

Documents:

[RES\\_MINIMUM WAGE RULES.PDF](#)

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**

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- Watch live meetings and recordings at [YouTube.com/EverettCity](https://YouTube.com/EverettCity).

## **CONTACT THE COUNCIL**

If you do not wish to participate in the meeting, we provide these other methods of contacting your elected officials: Email the Council at [Council@everettwa.gov](mailto:Council@everettwa.gov) or call the Council offices at 425.257.8703.

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

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

Whereas the claims payable by check against the City of Everett for the period May 10, 2025 through May 16, 2025, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Funds	(100.87)	101	Parks & Recreation	35,508.85
005	Municipal Court	195.00	110	Library	8,641.06
009	Misc Financial Funds	181,145.73	112	Municipal Arts	900.00
010	Finance	3,164.49	114	Conference Center	1,200.00
018	Communications, Mktg & Engag	6,338.50	119	Public Works - Str Imp	98.55
021	Planning & Community Dev	326.70	120	Public Works - Streets	4,995.08
024	Public Works-Engineering	7,313.85	130	Develop & Const Permit Fee	133.00
031	Police	25,319.07	138	Hotel/Motel Tax Fund	2,100.00
032	Fire	1,065.12	145	Cum Res/ Real Prop Acq.	2,480.00
	<b>TOTAL GENERAL FUND</b>	<b>\$ 224,767.59</b>	146	Property Management	92,465.85
			148	Cum Res/Parks	79.48
			149	Senior Center Reserve	20,833.33
			153	Emergency Med Svc	16,576.26
			155	Capital Reserve Fund	34,407.42
			156	Criminal Justice	60,343.37
			197	CHIP Loan Program	8,262.42
			198	Comm Dev Block Grants	32,085.33
			210	Bond Redemption	40,508.75
			303	Public Works Impr. Projects	1,014,158.79
			336	Water & Sewer Sys Improv I	4,233,205.47
			342	City Facilities Const.	708,294.86
			401	Public Works-Utilities	646,561.47
			402	Solid Waste Utility	16,803.54
			425	Public Works-Transit	632,579.57
			440	Golf	20,189.36
			501	MVD - Trans Services	4,700.57
			503	Self-Insurance	8,407.54
			505	Computer Reserve	18,920.00
			637	Police Pension	41,272.98
			638	Fire Pension	60,909.90
			670	Custodial Funds	23,902.90
			<b>TOTAL CLAIMS</b>		<b>8,016,293.29</b>

Councilperson introducing Resolution

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

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

**Project title:** 2025-2029 Commute Trip Reduction (CTR) Plan Update

**Council Bill #** *interoffice use*

**Agenda dates requested:**

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

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

2025-2029 CTR Plan

**Department(s) involved:**

Transit

**Contact person:**

Sabina Araya

**Phone number:**

425-257-7757

**Email:**

saraya@everettwa.gov

**Initialed by:**

MJS

Department head

Administration

Council President

**Project:** Commute Trip Reduction (CTR) Plan Update

**Partner/Supplier:** Washington State Department of Transportation (WSDOT)

**Location:** City of Everett

**Preceding action:** N/A

**Fund:** Fund 425 Transit

**Fiscal summary statement:**

There is no fiscal commitment associated with the 2025-2029 CTR Plan approval.

**Project summary statement:**

The Commute Trip Reduction (CTR) law was passed in 1991 as a result of the Clean Air Act and is codified into state law RCW 70A.15.4000-4110, as well as the City of Everett's ordinance EMC 46.68.

The implementation of the CTR Plan is partially funded by WSDOT on a biennium schedule and Everett Transit administers the program, including compliance, for all large employers in Everett. The plan update is a WSDOT requirement.

The City of Everett's 2025–2029 CTR Plan lays out a strategic roadmap to reduce drive-alone commute trips in support of a more sustainable, equitable, and efficient transportation system. The plan responds to state and regional mandates under the CTR Efficiency Act, aligning with Everett's Climate Action Plan, the Comprehensive Plan, and the goals of regional transit agencies. Key strategies include supporting employers with training, marketing, and performance tracking; investing in infrastructure that encourages walking, biking, and transit use; and addressing barriers, such as limited transportation options for disadvantaged populations.

The plan is informed by extensive community engagement, including input from 245 survey respondents and outreach to vulnerable populations. It establishes a performance target of a 60% or lower drive-alone rate at CTR-affected worksites and commits to collaborative efforts across city departments and regional partners to meet this goal. By continuing to reduce greenhouse gas emissions, promote multimodal transportation, and support employer and employee needs, this plan positions Everett to play a leading role in shaping a cleaner and more connected regional commute landscape. We are asking for your approval to adopt this plan and help move these strategies forward.

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

Approve the 2025-2029 Commute Trip Reduction (CTR) Plan.

# **City of Everett's Commute Trip Reduction (CTR) Four-Year Plan Update: 2025–2029**

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June 30, 2025



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DRAFT

## Introduction

Since the adoption of Washington State's Commute Trip Reduction Act (RCW 70.94) in 1991, jurisdictions throughout the state have partnered with state, regional and local agencies to implement commute trip reduction programs at employer worksites.

The City of Everett's goals for reductions of drive-alone commute trips and vehicle miles traveled (VMT) per employee in the City's urban growth area are established by the City's CTR plan. Each affected employer is required to develop and implement a CTR program that is designed to meet the affected worksite's assigned CTR goals. (Ord. 3169-10 § 4, 2010.)

In 2006, the Washington State Legislature passed the Commute Trip Reduction Efficiency Act (RCW 70.94.521) which focused the CTR program on urban growth areas that were experiencing the greatest automobile-related air pollution and traffic congestion.

Travel behavior and community interests have shifted significantly since the City's last CTR plan update for 2015-2019. This document fulfills the requirements by the Washington Department of Transportation (WSDOT) to complete the City of Everett's 2025-2029 CTR plan.

The 2025-2029 planning process gives jurisdictions the opportunity to engage in conversation with a wide array of stakeholders about what CTR can do for the community and how CTR can support the achievement of performance targets in other plans. The planning process includes input from all corners of the community, including vulnerable populations.

## Benefits of CTR

### 1. Describe the local land use and transportation context and objectives.<sup>1</sup>

#### a. Describe the setting in the jurisdiction as it is today or will be in the near future.

The City of Everett, located on the outer west border of Snohomish County, was incorporated in 1893 and has steadily grown into a mid-size city with a population of 110,629 people with 45,146 households and 44,879 occupied housing units, [according to census data](#). Everett is the biggest city in Snohomish County, as well as the county seat. Approximately [82%](#) of the population is of working age, 16 years or older, and the median age group is 35.8 years old.

The built environment includes land use and travel corridors for roadways, transit routes, bikeways and pedestrian routes to key destinations people travel to, such as where they live, work, play, shop, and recreate. The local transit system, Everett Transit, continues its efforts to electrify its fleet and develop charging infrastructure, as outlined in the agency's [Fleet Transition Plan](#). In turn, land use initiatives are focused on areas that support a transit-oriented community. The City continues to make improvements that support walking and biking to encourage multimodal transportation. In 2022, Everett was named a bronze level [Bicycle Friendly Community](#) by the [League of American Bicyclists](#). The award recognizes the work the City has done to develop its bicycle network, making Everett a safer, more accessible community for cyclists of all abilities and encouraging healthy and sustainable transportation choices. There is a continued application of various mitigation strategies and actions that promote a green economy, as outlined in the [City's Climate Action Plan](#).

Everett is the major job center for Snohomish County with an employment capacity for [147,177 employees](#). The city is defined as a [Regional Growth Center](#), and the Paine Field/Boeing Manufacturing Industrial Center in southwest Everett has been identified as a major employment center by the Puget Sound Regional Council. Major industries leading the employment sector in Everett include aerospace, manufacturing, construction, healthcare, and professional, scientific, and administrative management, accounting for [62.7%](#) of all jobs in Everett. For the City as a whole, the [2022 American Community Survey](#) reports the main commute modes used by employees consist of 59.5% drive alone trips, 15.8% telecommuting, and 13.5% carpooling. Car trips generate a significant amount of traffic congestion and air pollution throughout the dense areas of the city.

#### b. Describe features of land use and transportation facilities and services that affect commuters.

The City is comprised of [21 neighborhoods](#) with the higher density neighborhoods generally clustered near Downtown Everett and along the Evergreen Way corridor. The greatest

<sup>1</sup> Sources: The plan shall highlight the existing and future land use and transportation conditions and characteristics considered most critical by the jurisdiction and evaluate the degree to which existing local services, policies, regulations, and programs, as well as any documented future investments, will complement the trip reduction efforts of CTR employers. (WAC 468-63-040(2)(a))

The state intends for local jurisdictions to use information in existing plans and programs, such as the local comprehensive plan, unified development codes, the transportation improvement program, economic development plans, and others, as much as possible in order to develop the local CTR plan. (WAC 468-63-040(2))

employment densities are in the Southwest Everett/Paine Field Industrial Area and around downtown. Boeing, Everett's largest employer, is located within the Paine Field industrial area along with other major CTR-affected employers. This industrial area is quite isolated and provides few housing opportunities in the immediate area, which limits commute options such as walking or biking. Businesses located around Downtown Everett experience a walkable community with several business and housing opportunities as well as infrastructure that supports several transportation modes. According to the [Alliance for Housing Affordability](#), 86.5% of the City's workforce lives outside of Everett which creates regional traffic from employees whose commute begins outside of the City.

Everett Transit operates 10 routes and 3 transit centers as the public transportation service provider for the City. Most of these routes are designed to provide a viable alternative to driving for those traveling to and from major employer worksites within the City and are scheduled to accommodate peak commute times. In addition, Community Transit operates bus rapid transit (BRT) within the city, including the SWIFT Blue and Green lines. Everett Station serves as the largest northern multimodal hub served by Everett Transit, Community Transit, Sound Transit commuter rail, Sound Transit, Island Transit, Skagit Transit, Flix Bus, Greyhound, Northwest Trailways and Amtrak. Everett Transit has a series of projects planned in order to improve transit use in the City, including:

- Continuing the transition from diesel buses to electric and hybrid buses.
- Constructing electric vehicle charging infrastructure at various field locations.
- Installing real-time electronic wayfinding signage at Everett Station, College Station and Mall Station.
- Continuation of a transit consolidation study between Everett Transit and Community Transit.

Everett's Public Works department has a series of capital projects that are currently in design or construction to improve accessibility for multimodal transportation connections. These projects include:

- Extending the sidewalk network and installing pedestrian safety and other infrastructure including lighting, signage and other associated [ADA-compliant](#) improvements.
- Improving the bikeway network, bicycle facilities and wayfinding with bike detection sensors, indicator lights and signage at controlled intersections.
- Updating [Everett's Bicycle Master Plan](#) to more accurately address the present City's environment and community needs for future projects.

c. *Describe whether and how commuting patterns have changed in the past few years.*

The changes to commuting patterns in Everett in the last few years include:



- Drive alone rates have decreased from [74.4% in 2019 to 59.5% in 2022](#); reflecting a significant shift from traditional commuting methods.
- A pivot by employers to support telecommuting and hybrid work schedules has resulted in a [10% increase](#) of employees working from home in 2022 compared to 2019.
- For Everett Transit, overall ridership has come back to [82% of 2019 ridership](#). If current ridership trends continue, the agency will meet or exceed pre-pandemic ridership levels by the end of 2024.
- A shift of the morning commute peak period due to more flexible work schedules.

The implications for CTR reflect a significant change in commute methods, including:

- The decrease in drive alone rates signify a change of alternate commute modes by employees post-pandemic and reflect a need to develop infrastructure that supports modes such as biking and walking.
- The increase in telework signifies a reduction in commute trips and helps the jurisdiction meet its CTR goals. However, this may change as major employers have begun to require a return to the office.
- An increase in ridership levels signifies an increased interest in public transportation.
- Shifts of the peak commute period that occur outside the 6 – 9 a.m. window fall outside of Commute Trip Reduction's scope. At the same time, noticeable changes in traffic patterns compel transit planners to recognize the need for more service, such as increased frequency and expanded spans of service.

- d. *List the most important land use and transportation objectives from your city or county's plans that commute trip reduction most directly affects.*

The Commute Trip Reduction program most directly affects the City's objectives to complete multimodal infrastructure systems, prioritize strategies that support climate action and continue to develop the City's transit system.

- e. *Describe critical aspects of land use and transportation that should be sustained and key changes that should be considered to improve commute trip reduction's contribution to the land use and transportation objectives you reference.*

The City plans to continue investing in and developing infrastructure that supports multimodal networks for transit, biking and walking in order to build the community's trust in the safety and reliability of these modes. The City collaborates with regional transit agencies in order to better understand and accommodate employees commuting across cities in order to provide efficient vanpool and transit options. Increasing housing density, which is a goal of the City's comprehensive plan, could serve to improve the efficiency of transportation services.

**2. Describe how the CTR program will help achieve the jurisdiction's land use and transportation objectives.<sup>2</sup>**

- a. Describe how and to what extent your CTR program will help your city or county achieve the land use and transportation objectives referenced in question 1.*

The CTR program supports the City's goals by focusing on large employers in the City and their employees' commute methods. By analyzing biannual employee survey data, Everett can better understand employee commute patterns and preferences, which can be useful for planning future growth. By creating relationships with employee transportation coordinators (ETC), Everett will have the insight of employer representatives and the effectiveness of their worksites' commuting programs. By encouraging employees to use non-drive alone commute methods, the CTR plan can help decrease commute trips and reduce traffic congestion. In turn, this enables Everett to achieve its land use goals to increase housing density and its transportation goals to reduce transportation related community impacts and improve multi-modal connections.

**3. Describe how the CTR program will help achieve the jurisdiction's environmental objectives.<sup>3</sup>**

- a. Describe how the CTR program will support jurisdiction greenhouse gas emission reduction efforts.*

The CTR program supports the City's environmental objectives to reduce greenhouse gas emissions by rallying behind Climate Action Plan initiatives such as:

- Providing overall leadership and capacity-building for climate action.
- Promoting more biking, walking, transit, and clean, energy-efficient vehicles to reduce drive-alone trips and emissions.

- b. Describe how the CTR program will support jurisdiction environmental objectives in addition to greenhouse gas emission reductions.*

The CTR program supports the City's environmental objectives by spreading awareness of climate action strategies and transportation options. The education and promotion of environmental objectives among large employers in the City supports a safe, healthy and sustainable community. The public and stakeholder engagement conducted through CTR plan updates also facilitates productive feedback on how the CTR program and City initiatives can work in tandem to reach community goals.

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<sup>2</sup> Source: The local CTR plan shall describe how the CTR program will help achieve the jurisdiction's broader land use and transportation goals. (WAC 468-63-040(2))

<sup>3</sup> Source: The legislature also finds that increasing automotive transportation is a major factor in increasing consumption of gasoline and, thereby, increasing reliance on imported sources of petroleum. Moderating the growth in automotive travel is essential to stabilizing and reducing dependence on imported petroleum and improving the nation's energy security (...) The intent of this chapter is to require local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement plans to reduce single-occupant vehicle commute trips. (RCW 70A.15.4000)

#### 4. Describe how your CTR program will help achieve regional and state objectives.<sup>4</sup>

- a. Summarize the local, regional and state benefits that would be gained if you achieve your CTR targets.

##### **Everett Transit, Transit Development Plan**

Goal: Connect people to life.

Objectives:

- Preserve and improve existing public transportation service levels.
- Transition existing public transportation facilities and equipment to an environmentally sustainable inventory.
- Integrate public transportation services into a coordinated, regional system linked by inter-modal facilities.
- Public transportation providers will continue to meet Americans with Disabilities Act (ADA) and state barrier-free design regulations to improve mobility for all individuals.
- Improve and develop urban public transportation services, facilities and programs relating to transportation demand management (TDM) to respond to growth and to meet local and regional economic development, congestion, energy and clean air objectives.

##### **Community Transit, Transit Development Plan**

Goal: Help people get from where they are to where they want to be.

Objectives:

- Attract and retain customers.
- Strengthen employee experience.
- Prioritize sustainability.

##### **Sound Transit, Transit Development Plan**

Goal: Support people, planet and prosperity by providing affordable, environmentally friendly public transit that connect residents to where they live, work and play.

Objectives:

- Make wise investments and prioritize spending to maintain its equipment, facilities and services.

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<sup>4</sup> Sources: In their local CTR plans, local jurisdictions shall communicate what local, regional, and state benefits would be gained if the established targets were achieved. Benefits may include but are not limited to:

Regional transportation planning organizations (RTPOs) and WSDOT shall provide applicable data, if available, to assist this analysis. (WAC 468-63-030(3)(c))

The plan shall also discuss cross-boundary issues, such as passthrough commute patterns or larger regional issues, and how these affect the local CTR plan. (WAC 468-63-040(2)(a))

- Continue to focus on the safety and quality of the passenger experience and maintain safe, secure facilities in addition to keeping a regular schedule of light and heavy maintenance of buses and trains.
- Adjust service to right-size to available resources and prioritize reliable service delivery.
- Continue operating ST Express, Sounder, T Line and Link to foster greater ease of travel while mitigating traffic congestion across the entire Puget Sound region.
- Connect multiple regional employment centers with reliable, accessible and affordable transit service. Additionally, Sound Transit will promote transit-oriented development at stations, enabling more people to access more jobs and thus support regional economic growth.
- Improve the environment of the Central Puget Sound region by carrying hundreds of thousands of people each day on trains and buses instead of personal motor vehicles.

#### **Puget Sound Regional Council, Regional Transportation Plan**

Goal: Improve mobility and ensure that all people equitably benefit from the region's transportation system.

Objectives:

- Reduce greenhouse gases that contribute to climate change.
- Planning for vibrant, attractive neighborhoods with access to jobs, schools and services.
- Applying an equity focus to all aspects of planning.
- Achieving zero deaths and serious injuries through safety in the design, planning and funding of projects.
- Improve transportation choices across all transportation modes.
- Address future challenges with potential new investments, such as in rail, aviation and passenger-only ferries.

#### **Puget Sound Regional Council, Vision 2050**

Goal: Provide a high quality of life, opportunity for all, connected communities, a spectacular natural environment, and an innovative, thriving economy.

Objectives:

- Provide opportunities for all.
- Increase housing choices and affordability.
- Sustain a strong economy.
- Growth in centers and near transit.
- Keep the region moving.
- Significantly reduce greenhouse gas emissions.

- Protect a network of open space.
- Restore the health of Puget sound.
- Act collaboratively and support local efforts.

#### **Washington State 2023-2025 CTR Draft Plan**

Goal: Increase the use of high-efficiency transportation options for commuters.

Objectives:

- Improve delivery of CTR programs.
- Expand CTR market to address equity.
- Produce more useful transportation behavior data.
- Expand investment and service to advance equity and environmental justice.
- Respond to shifting mobility patterns.
- Reduce greenhouse gas emissions.

#### **Summary of benefits with CTR objectives**

- Reduction in greenhouse gas emissions: Plans throughout the region have the common objective of reducing greenhouse gas emissions throughout the area. A decrease in drive-alone commute trips would result in less greenhouse gas emissions, thus improving air quality.
- Improvements in public transportation services, facilities and networks: Plans throughout the region share the desire and necessity of investing in infrastructure that supports multimodal transportation options. A shift by individuals to try other transportation options increases awareness to gaps in non-motorized infrastructure and prioritization of those developments. In turn, these improvements make non-drive alone options more attractive and reliable in their usage and safety.
- Advancing accessibility and mobility: Plans throughout the region have initiatives in place to address and improve the accessibility of transportation services by underserved communities. The CTR program facilitates focused outreach with employees that amplifies desires for increased mobility options that are safe and accessible for all.
- Education and marketing: Plans throughout the region express the importance of the customer experience and expanding service for maximized ridership. The CTR Program markets regional transit options and incentives at worksites to inspire behavior change. In addition, ETCs serve as a representative for employees to provide feedback on operating routes and transit expansion projects which can be relayed directly to the appropriate agency or the CTR implementer.
- Data collection: The CTR program's biannual survey collects transportation data to learn about employee commutes and the factors that impact their mode choice. This aggregate data can be shared with planning departments to maximize route operations and ridership.

In addition to transit, data results can provide feedback on other programs transit agencies may manage such as vanpool, microtransit or micromobility initiatives.

- Foster a community of collaboration: A successful CTR program requires the coordination between transportation and environmental non-profit organizations, agencies, groups that support transit-oriented development and increased connectivity. Beyond the local community, CTR acknowledges the reality of commutes originating outside of City limits, thus encouraging collaboration with regional entities. The CTR program also allows for spaces to learn from TDM programs across the state.

*b. List adjacent CTR-affected cities and counties.*

- City of Lynnwood
- City of Marysville
- City of Mukilteo
- Unincorporated Snohomish County

*c. Describe the top few cross-border and regional transportation issues that affect your jurisdiction.*

- Air quality: Everett is considered by the state's department of Ecology as an overburdened community highly impacted by air pollution. The community is near several sources of pollution including Interstate 5 to the east and Paine Field Airport as well as the industrial section of Everett to the southwest. This area is near the edge of Everett and unincorporated Snohomish County which requires collaboration for solutions.
- Connectivity: Long-distance commute trips make transfers between modes and regional agencies less feasible or attractive to employees in comparison to driving alone.
- Land use: The lack of affordable housing results in the workforce living outside the city and sometimes even beyond Snohomish County limits - therefore extending their commute trips.

*d. Describe the strategies you, adjacent cities and counties, and your region have agreed to use to address the top issues described in the previous bullet.*

- Air quality: Everett Transit has taken initiative to transition its bus fleet to low or no-emissions vehicles to reduce the agency's environmental footprint. In addition, ET's electric fleet uses clean, renewable power from Snohomish County Public Utility District. About [97%](#) of this power is emissions-free with the majority sourced from hydroelectric, nuclear, solar and wind energy.
- Connectivity: Regional transit agencies value interagency collaboration and providing service that benefits the community's mobility. There are planned efforts to extend Sound Transit's Link light rail to Everett by 2037 to 2041. The Everett Link Extension adds 16 miles of light rail and six new stations connecting Snohomish County residents to the regional light rail

network. As seen from the Lynnwood Link Extension, surrounding agencies have made major service changes to support the use of light rail and improve transportation times.

- Land use: The City's comprehensive plan states initiatives to advance urban design in favor of more effective land use options. Local and regional plans recognize the community benefits and economic opportunities that a green economy brings.

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## Performance targets

### 5. List your jurisdiction's CTR performance target(s).<sup>5</sup>

- a. List performance targets that reflect only CTR-affected worksites.*

Weighted average drive-alone rate of 60 percent or less for CTR-affected worksites at the jurisdictional level.

- b. List any additional performance targets.*

None.

### 6. List the base value you'll use for each performance target.<sup>6</sup>

- a. For each performance target, provide the number you'll use as the baseline (or starting number). You'll measure the difference between this number and your results to report performance.*

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using 2025-2027 survey results.

### 7. Describe the method you used to determine the base value for each target.

- a. Provide the source for each base value listed.*

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using 2025-2027 survey results.

### 8. Describe how you'll measure progress toward each target.

- a. List the method you'll use to measure progress for each target.*

We will measure progress using the 2025-2027 survey results.

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<sup>5</sup> Source: The plan shall establish the jurisdiction's CTR goals and targets. (WAC 468-63-040(2)(b))

<sup>6</sup> Source: The plan's measurement methodology shall be consistent with the measurement guidelines established by WSDOT and posted on the agency's website. (WAC 468-63-040(2)(c))



**9. List your jurisdiction's CTR-affected worksites.<sup>7</sup>**

1. Altasciences
2. Avtech-Tyee
3. Boeing (Bomarc)
4. Boeing (Everett)
5. City of Everett (Municipal Building)
6. City of Everett (Public Works)
7. Community Transit (Kasch Park)
8. Community Transit (Merrill Creek)
9. Creation Technologies
10. Washington Department of Social and Health Services
11. Electric Mirror
12. Optum (1800 Building)
13. Optum (Evergreen Building)
14. Optum (Founders Building)
15. Optum (Gunderson Building)
16. Everett Community College
17. Everett Public Schools (Community Resource Center)
18. Fluke Corporation (Headquarters)
19. Fluke Corporation (Evergreen Site)
20. Fluke Corporation (Plastics Site)
21. Funko
22. Jamco America
23. Kaiser Permanente
24. Naval Station Everett
25. Providence (Pacific Campus)
26. Providence (Colby Campus)
27. Providence (Mill Creek Campus)
28. Snohomish County Government
29. Snohomish County Health Department
30. Snohomish County PUD (Downtown)
31. Snohomish County PUD (Paine Field)
32. Ziplly Fiber

**10. List a performance target for each CTR-affected worksite.<sup>8</sup>**

- a. For any performance targets tied to the CTR survey, indicate that you'll establish performance targets during the 2023-2025 survey cycle.*

Base year performance targets will be established during the 2023-2025 survey cycle.

**11. List the base value you'll use for each site.**

- a. For any performance targets tied to the CTR survey, indicate that you'll establish a base value during the 2023-2025 survey cycle.*

A base value will be established during the 2023-2025 survey cycle.

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<sup>7</sup> Source: The plan shall also identify the major employer worksites, including affected state agency locations, within the jurisdiction's affected urban growth area and any major employment installations. (WAC 468-63-040(2)(e))

<sup>8</sup> Source: The plan shall describe the base year values and numerical targets for each major employer worksite required to participate in the CTR program. (WAC 468-63-040(2)(b))

## Services and strategies

### 12. Describe the services and strategies your jurisdiction will use to achieve CTR targets.<sup>9</sup>

In accordance with the transportation, land use and climate change elements addressed in the City's comprehensive plan, the City is pursuing the following actions that support the achievement of CTR targets.

- The CTR program administrator oversees employee transportation coordinators by conducting training, providing marketing materials, supporting worksite outreach and assessing program implementation.
- The CTR program administrator uses the budget to ensure funding for regional and local events and campaigns that promote non-drive alone methods of transportation.
- The CTR program administrator works with the Transit and Public Works departments to market infrastructure development projects and benefits.
- The Community, Planning, and Economic Development department will continue considering regional greenhouse gas emissions and growth management in their policies and actions.
- The Public Works department will continue advancing transit-oriented development infrastructure projects and updating the City's Bicycle Master Plan.
- The Grants Manager in the transit department will continue pursuing funding for projects that improve our transit system and other mobility options.

### 13. Describe how jurisdiction services and strategies will support CTR-affected employers.<sup>10</sup>

- Engaging employee transportation coordinators with transportation demand management trainings and events to educate them on the benefits of non-drive alone methods of transportation.
- Providing printed and digital materials to worksites to promote the use of non-drive alone modes of transportation among employees.
- Funding CTR events and campaigns at worksites to create a community of engagement for non-drive alone modes of transportation among employees.
- Encouraging improvements in infrastructure and transit service near worksite locations to enhance the efficiency and safety of non-drive alone transportation and commuting experience.
- Surveying employees of CTR-affected worksites on their commuting methods biannually to inform local and regional planning and development.
- Assessing worksite characteristics and program elements annually allows for constructive feedback and recommendations made to employee transportation coordinators on program advancement.

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<sup>9</sup> Source: The plan shall describe what local services and strategies will be implemented to achieve the plan's goals and targets, and how these services and strategies will support the CTR programs of major employers. Strategies may include, but are not limited to: (i) Modifications of local policies and regulations, including the transportation concurrency system, street design standards, parking, and zoning; (ii) Investments in services and facilities, including transit services, nonmotorized facilities and amenities; and (RCW 70.94.527(5))(iii) Marketing and incentives. Transit agencies shall work with counties, cities and towns as a part of their six-year transit development plan established in RCW 35.58.2795 to take into account the location of major employer worksites when planning and prioritizing transit service changes or the expansion of public transportation services, including rideshare services. (WAC 468-63-040(2)(d))

<sup>10</sup> Source: The plan shall describe ...how these services and strategies will support the CTR programs of major employers. (WAC 468-63-040(2)(d))

**14. Describe barriers your jurisdiction must address to achieve CTR targets.<sup>11</sup>**

*a. Describe how you'll address these barriers.*

**Stigma associated with public transit:** the social stigmatization of public transit and transit riders discourages non-transit users from using the service.

**Addressing by** highlighting the financial, environmental and health benefits of active transportation methods and promoting safety to reframe the positive use of transit.

**Missing infrastructure:** the lack of non-motorized infrastructure including incomplete sidewalks, bicycle paths, micromobility vehicle options, lighting and wayfinding.

**Addressing by** encouraging city infrastructure that supports non-SOV transportation modes using feedback received from employers and other transportation demand management strategies.

**Employer engagement:** CTR-affected employers are required to designate employee transportation coordinators to carry out the CTR program. These duties are often low priority items for coordinators who have entire roles outside of CTR.

**Addressing by** providing employee transportation coordinators with engagement opportunities such as quarterly trainings, newsletters, networking or educational events, informational resources and incentives for coordinators and commuting employees.

**15. Describe the transportation demand management technologies your jurisdiction plans to use to deliver CTR services and strategies.**

Everett Transit and employee transportation coordinators use RideshareOnline.com to form car and vanpools, track commute methods and incentivize non-drive alone modes for employees. Some employers have additional internal platforms to ride match and track employee commute methods. All employee transportation coordinators have access to the state's CTR tool to conduct CTR surveys and complete program reports.

**16. Transcribe or link to your local CTR ordinance.<sup>12</sup>**

[Everett Municipal Code, Chapter 46.68, Commute Trip Reduction](https://everett.municipal.codes/EMC/46.68)

[<https://everett.municipal.codes/EMC/46.68>]

<sup>11</sup> Source: The plan shall evaluate the existing barriers to the success of the CTR program and identify how the jurisdiction and its partners can overcome these barriers. (WAC 468-63-040(2)(a))

<sup>12</sup> Source: The plan shall describe the requirements for major employers that will be outlined in the local ordinance. (WAC 468-63-040(2)(e))

**17. Describe your financial plan.<sup>13</sup>**

*a. Describe the estimated average annual costs of your plan.*

**Employer engagement**

- Description: Includes identifying worksites and employee transportation coordinators, conducting training, providing support and assistance, creating marketing materials and reviewing employer CTR programs for compliance
- Estimated average annual cost: \$25,000

**Administration**

- Description: Includes financial and program management; involvement in comprehensive, regional transportation, and transit planning; transportation demand management
- Estimated average annual cost: \$25,000

**Performance reporting**

- Description: Includes facilitating program reports and worksite surveys, conducting training on reporting platform and tools and analyzing data results
- Estimated average annual cost: \$15,000

**Commute Trip Reduction 4-year plan**

- Description: Includes reviewing state guidance and regional resources, creating a workplan and timeline, conducting community and stakeholder outreach, writing the plan and facilitating the approval process
- Estimated average annual cost: \$10,000

**Incentive events**

- Description: Includes procurement of commuting incentives, in-person and digital event planning and rewards tracking
- Estimated average annual cost: \$5,800

**Total: \$80,800**

*b. Describe likely funding sources, public and private, to implement your plan.*

**Source of Revenue**  
WSDOT

**Estimated average annual revenue**  
\$80,800

**18. Describe your implementation structure.<sup>14</sup>**

*a. Describe who will conduct the activities listed in your plan.*

The City of Everett has delegated the City's transportation services department, Everett Transit, to implement and administer the City's CTR plan.

*b. Indicate who will monitor progress on your plan. List job title, department, and name.*

Alessandra Gonzalez is the CTR Administrator responsible for implementing and monitoring the program for the City. She reports to Amanda Koerber, Transportation Program Manager, within the Grants division at Everett Transit.

<sup>13</sup> Source: The plan shall describe the funding revenues from public and private sources that are reasonably expected to be available, as well as the expected costs, to implement the plan and achieve its goals and targets. (WAC 468-63-040(2)(g))

**19. List your implementation schedule.<sup>15</sup>**

*a. Provide the timeline for anticipated projects.*

	1 <sup>st</sup> Biennium July 2025 – June 2027	2 <sup>nd</sup> Biennium July 2027 – June 2029
Actions	<ul style="list-style-type: none"> <li>• Identify CTR-affected worksites and employee transportation coordinators.</li> <li>• Train and provide support to employee transportation coordinators.</li> <li>• Review employer CTR programs and plans.</li> <li>• Conduct financial and program management.</li> <li>• Oversee employer compliance and execution of CTR programs at worksites.</li> <li>• Support relevant worksite events with commuting information and incentives.</li> <li>• Facilitate reporting events such as worksite surveys and program reports with employee transportation coordinators.</li> <li>• Participate in transportation demand management initiatives and projects.</li> <li>• Engage in city planning that affects transportation methods.</li> </ul>	<ul style="list-style-type: none"> <li>• Identify CTR-affected worksites and employee transportation coordinators.</li> <li>• Train and provide support to employee transportation coordinators.</li> <li>• Review employer CTR programs and plans.</li> <li>• Conduct financial and program management.</li> <li>• Oversee employer compliance and execution of CTR programs at worksites.</li> <li>• Support relevant worksite events with commuting information and incentives.</li> <li>• Facilitate reporting events such as worksite surveys and program reports with employee transportation coordinators.</li> <li>• Participate in transportation demand management initiatives and projects.</li> <li>• Engage in city planning that affects transportation methods.</li> <li>• Undertake development activities for 2029-2033 four-year plan.</li> </ul>

*b.*

<sup>14</sup> Source: The plan shall describe how the various strategies identified in the CTR plan will be implemented, either by the local jurisdiction, its partners, or its contracting partners... (WAC 468-63-040(2)(h))

<sup>15</sup> Source: The plan shall describe ...when the elements of the plan are expected to be implemented. (WAC 468-63-040(2)(h))

**20. Describe the CTR plan for jurisdiction employees.<sup>16</sup>**

- a. Describe the services, programs, information, and other actions your city or county put in place to help its employees reduce their drive alone commute trips.*

The CTR Administrator stationed at Everett Transit works closely with the marketing and outreach team to encourage transit ridership. The City's employee transportation coordinator is also stationed at Everett Transit and promotes non-SOV methods of transportation through city department liaisons.

The ETC administers the City's CTR program "Smart MOVE" with the elements below:

- Serve as employee transportation coordinator and display contact information in a prominent manner at each worksite building.
- Produce annual program report on worksite characteristics and commuting program elements.
- Facilitate a biannual survey to employees regarding commuting habits.
- Issue employee ORCA passport cards to all employees.
- Advise on smart commuting practices to employees.
- Distribute information and marketing materials including promotional challenges and campaigns focused on non-SOV commute options.
- Conduct an audit of employees enrolled in Smart MOVE program for benefit eligibility.
- Coordinate employee rides requested through the Guaranteed Ride Home program.

**21. Describe how the CTR plan for jurisdiction employees contributes to the success of the overall plan.<sup>17</sup>**

- a. Describe how the plan for jurisdiction employees reinforces the success of the jurisdiction plan.*

The City of Everett's Smart MOVE program provided to City employees reinforces the City's commitment to Commute Trip Reduction. The program serves as an example for other CTR-affected employers in terms of program elements and execution. All employee transportation coordinators are offered opportunities to connect at trainings or other events in order to build community and share experiences and best practices.

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<sup>16</sup> Source: The plan shall also describe the program that the local jurisdiction will offer to its employees. (WAC 468-63-040(2)(e))

<sup>17</sup> Source: The plan shall also describe the program that the local jurisdiction will offer to its employees and how this contributes to the success of the overall plan. (WAC 468-63-040(2)(e))

## Alignment with plans

### 22. List the transit agencies that provide service in your jurisdiction.

- Everett Transit
- Community Transit
- Sound Transit
- Skagit Transit
- Island Transit

### 23. List the transit plans you reviewed while developing this plan.

Everett Transit

- 2023-2028 Transit Development Plan

Community Transit

- 2023-2028 Transit Development Plan

Sound Transit

- 2024-2029 Transit Development Plan

Puget Sound Regional Council

- 2022-2050 Regional Transportation Plan
- Vision 2050

Washington State Department of Transportation

- CTR Plan Draft

### 24. Describe how this CTR plan supports the transit plans.

**Employer engagement** strengthens the relationship between employees and local transit agencies through increased knowledge of transit operations and initiatives. ETCs are regularly informed of upcoming transit projects and opportunities for public feedback in the planning process to share with employees.

**Incentives** provides employers with rewards to inspire and stimulate non-drive alone modes for employee commute trips, including transit.

**Marketing** educates on and encourages the use of non-drive alone modes of transportation, including transit, to inspire behavior change.

**Data collection** provides current information and insight on employee commutes and the factors that impact their mode choice. This aggregate data can be shared with planning departments to maximize ridership on transit, vanpools, microtransit and other micromobility pilots.

**Community engagement and feedback** increases awareness of and support for transit and other non-drive alone modes of transportation that complement transit.



**25. Describe any comprehensive plan updates that are needed and when they will be made.<sup>18</sup>**

The City's Comprehensive Plan that guides the growth of the City through 2035 addresses the Transportation element by identifying several priorities in coordination with the Land Use and Climate Change elements and other major planning efforts:

1. Improve safety for all road users in Everett through street designs that accommodate all modes (cars, transit, non-motorized).
2. Support growth based on the adopted land use plan emphasizing proactive integration with regional transit plans.
3. Continue to provide a transportation system that supports freight movement.

The transportation element also acknowledges Commute Trip Reduction and informs on the various commute modes throughout the City.

The next City's Comprehensive Plan 2044 is set to be completed by December 31, 2024.

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<sup>18</sup> Source: The local jurisdiction shall review the local comprehensive plan to ensure that it is consistent with the local CTR plan. If the local jurisdiction determines that the local comprehensive plan needs to be updated or amended to be consistent with the local CTR plan, the local jurisdiction shall identify in the local CTR plan what changes may be needed and when the changes will be made. (WAC 468-63-040(1)(c))

## Engagement

### 26. Describe stakeholder engagement.<sup>19</sup>

*a. Who did you talk to?*

Stakeholder engagement included representatives of major employers, local transit agencies, the applicable RTPPO, business associations and economic development organizations, nonprofit transportation and land use advocacy organizations, pedestrian and bicycle advocacy organizations, public health agencies, employees and businesses that are affected by Everett's CTR plan.

*b. When did you talk to them?*

Stakeholder	Community Survey (May 17, 2024 to June 30, 2024)	Bike Everywhere Day (May 17, 2024)	Virtual Open House on Facebook Live (June 18, 2024)
Transit Department	X	X	X
Public Works Department	X	X	
CTR-affected employer representatives	X	X	X
Local transit agencies (Community Transit, Sound Transit, etc.)	X	X	
Economic development organizations (Everett Station District Alliance)	X	X	
County government agencies (Snohomish County Government, Snohomish County Health Department, Washington Department of Social and Health Services)	X	X	

<sup>19</sup> Sources: The plan shall be developed in consultation with local transit agencies, the applicable regional transportation planning organization, major employers, and other interested parties. (RCW 70A.15.4020(4))

The local jurisdiction shall invite, as appropriate, representatives of major employers, local transit agencies, the applicable RTPPO, business associations and economic development organizations, nonprofit transportation and land use advocacy organizations, pedestrian and bicycle advocacy organizations, public health agencies, tribal governments, and residents, employees and businesses that will be affected by the CTR plan to participate in the development of the local CTR plan.

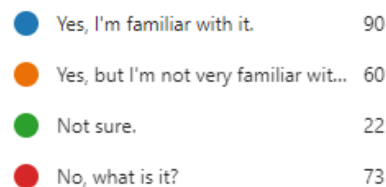
The state intends for the invited partners to work collaboratively with the local jurisdiction by providing data and plans and discussing opportunities, including new and reprioritized investments and policy changes, to reduce drive-alone commute trips in the jurisdiction and increase transportation access to affected major employer worksites. (WAC 468-63-040(1)(b)(i))

The plan shall include documentation from the local jurisdiction that verifies consultation with employers, transit agencies and others to develop the plan. (WAC 468-63-040(2)(f))

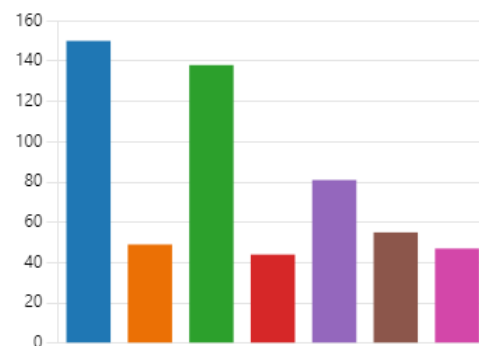
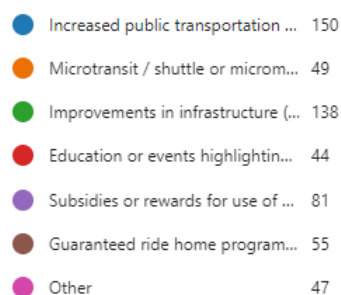
Nonprofit transportation advocacy organizations (Snotrac)	X	X	
Pedestrian and bicycle advocacy organizations (Sharing Wheels, B.I.K.E.S. Club of Snohomish County)	X	X	
Citizens at large	X	X	X

c. *What did they have to say?*

The CTR plan update feedback survey received 245 responses from the groups outlined in the chart above. Of those responses, 150 respondents reported having heard about the CTR program before and having some level of familiarity with it.



Respondents were asked what factors they want to see prioritized regarding Commute Trip Reduction and select up to three multiple choice answers from a selection. Out of seven options, the top 3 most selected were increased public transportation services, improvements in infrastructure, and subsidies or rewards for use of alternate transportation methods. Other selections included guaranteed ride home program for emergencies, education or events highlighting public transit or other active transportation methods, and microtransit / shuttle or micromobility options.



Respondents were also given the opportunity to submit free response suggestions to be included in this CTR four-year plan update. This feedback can be categorized in three sections including public transit, worksite CTR programs and transportation infrastructure available.

Regarding transit, responses reflected a significant desire for increased service and connectivity in public transportation services - increase in routes, frequency and presence in rural areas. Respondents also emphasized the need for a focus on public health and safety on transit to encourage ridership.

Regarding CTR, respondents used the opportunity to provide feedback on employer-specific guidelines regarding employee commute policies. For example, a demand for increased telework options was frequently mentioned by employees across worksites. Respondents also noted a need for more education on transportation services and incentives at their worksites.

Regarding infrastructure, respondents shared a range of suggestions to improve the City's lived environment and infrastructure to be able to support non-drive alone methods. Suggestions included building additional bike lanes and amenities, crosswalks and improving roads. Reducing traffic volume and congestion was repeatedly referenced as a significant point of focus for commuters.

*d. How did what they said influence the plan?*

The CTR Administrator analyzed and categorized all final survey response data gathered throughout the public participation phase of this plan. Throughout August 2024, the data relevant to each key group was shared with leadership to be considered for future planning. Transit-related feedback was shared with the City's transit planning department. Infrastructure-related feedback was shared with the City's public works department. Employer-specific feedback was shared with the employee transportation coordinators of those worksites to be considered for CTR program implementation.

## **27. Describe vulnerable populations considered.**

Using the [RCW's definition of vulnerable populations](#), the City is considering the applicable groups below and using survey questions to identify and confirm their participation.

1. Individuals or employees who are experiencing environmental harms.
2. Individuals or employees who identify as a racial or ethnic minority.
3. Individuals or employees who earn lower than the median household income.
4. Individuals or employees with limited English proficiency.
5. Individuals or employees who identify as having a disability that affects their commute.

To ensure the vulnerable populations listed above were being represented, the survey asked a series of identifying questions.

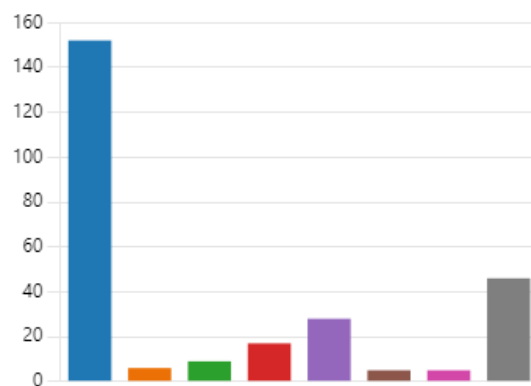
1. A portion of respondents, 5.7%, reported feeling impacted by air quality in the City of Everett indicating these respondents may be experiencing environmental harms.

Yes	14
No	200
Prefer not to answer	31



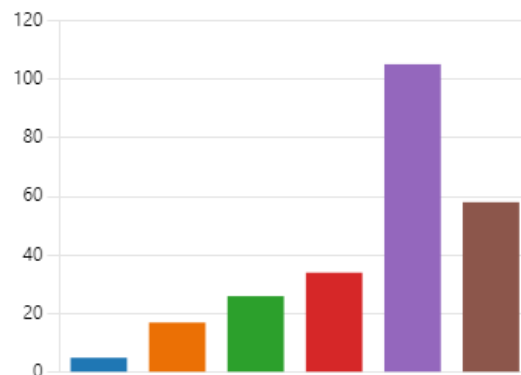
2. Of the respondents that chose to select their racial or ethnic identity, 46% identified as something other than White. In comparison with the City's overall demographic data, the [2020 Census](#) reported that about 38% of the population identifies as something other than White.

White	152
American Indian/Alaska Native	6
Black/African American	9
Hispanic/Latino	17
Asian American	28
Native Hawaiian/other Pacific Isl...	5
Multiracial	5
Prefer not to answer	46



3. Of the respondents that chose to select their approximate household income in 2023, 19.6% earned lower than the median household income of \$79,723 in Everett.

Less than \$40,000	5
\$40,000 - 59,999	17
\$60,000 - 79,999	26
\$80,000 - 99,999	34
\$100,000 or more	105
Prefer not to answer	58



4. Of the respondents that chose to disclose what languages they feel comfortable communicating in, about 12% of the 208 responses listed a language in addition to English or other than English. Other languages reported include French, Spanish, Hebrew, Chinese, Vietnamese, Farsi, German, Punjabi, Hindi, Lushootseed, Russian and Japanese. The only language listed multiple times was Spanish. A Spanish version of the flyer and survey form was also created and shared in outreach but did not receive any responses.

5. Of the respondents that chose to disclose if they have any disabilities that impact how they commute, 5.7% reported having a disability.

● Yes	14
● No	200
● Prefer not to answer	31



## 28. Describe engagement focused on vulnerable populations.

### a. Who did you talk to?

To reach vulnerable populations, employee transportation coordinators were directed to conduct outreach and engagement for the groups below.

- Employee Resource Groups (ERGs) at CTR-affected worksites
- Diversity Equity and Inclusion (DEI) groups at CTR-affected worksites

To reach vulnerable populations City-wide, the CTR Administrator conducted outreach and engagement for the groups below.

- Non-profit organizations focused on equitable transportation
- Open to citizens at large to include those who may be indirectly impacted by CTR initiatives

### b. When did you talk to them?

A CTR plan update feedback survey was shared with stakeholders and groups that could be identified as vulnerable populations between May 17, 2024 and June 30, 2024.

Everett Transit hosted one in-person engagement event and one virtual event that facilitated survey outreach to the public including stakeholders and vulnerable populations. The in-person event took place on May 17, 2024 at Everett Station. The virtual open house event took place on June 26, 2024 on Everett Transit's Facebook Live.

### c. What did they have to say?

Respondents who identified as having a disability that impacted how they commute provided feedback including connectivity challenges between transit agencies, desiring more options for service to and from outlying areas and more safety measurements at and near bus stops.

Respondents who identified as earning less than the median household income provided feedback regarding the need for improvements in infrastructure and health and safety in public transit.

### d. How did what they said influence the plan?

The survey response data relevant to each key group was shared with leadership to be considered for future planning including the City's transit department, public works department and worksites' employee transportation coordinators.

**29. List employers' suggestions to make CTR more effective.<sup>20</sup>**

In conversations with employee transportation coordinators, the suggestions to make CTR more effective have been focused at a worksite level. This includes providing more commuter benefits to employees including ORCA business accounts, biking amenities, subsidies for non-drive alone methods and more information on transportation options.

This is further reflected in the feedback from respondents that were associated with CTR-affected worksites. There was a desire for more tools and resources that can connect employees to alternate transportation methods. For example, respondents suggested websites that facilitated ride matching despite it already existing. In order to make CTR more effective, it is clear there is a need and demand for more transportation information to be distributed at a city-level and worksite-level.

**30. Describe results of engagement focused on vulnerable populations that will be provided for use in comprehensive plan and transit plan updates.**

Survey response data relevant to key groups was shared with leadership to be considered for future planning, including the City's transit department, public works department and worksites' employee transportation coordinators. The decision makers in these departments and worksites are strongly encouraged to develop equitable strategies using feedback from vulnerable populations.

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<sup>20</sup> Source: The state intends for the plan to be a mechanism through which employers can describe what policy changes, services and support they need to make their CTR programs more effective. (WAC 468-63-040(2)(a))

## Regional transportation planning organization CTR plan review

### RTPO comments

As the Regional Transportation Planning Organization for King, Kitsap, Pierce, and Snohomish counties, the Puget Sound Regional Council (PSRC) is responsible for reviewing the local CTR plans for all CTR-affected jurisdictions in the four-county region for consistency with the regional plan. The Regional Transportation Plan (RTP) (2022-2050) implements the VISION 2050 regional growth strategy, outlines Transportation Demand Management (TDM) and other mobility priorities for the region and serves as PSRC's current regional plan.

PSRC found this draft CTR plan to be consistent with the RTP based on their review on October 11, 2024. Their full review summary is outlined below. Their feedback was taken into consideration and applied to this latest draft.

**Benefits of Commute Trip Reduction** - The plan mentions consistency with the broad goals of VISION 2050 as well as alignment with the transit development plans of Everett Transit, Community Transit, and Sound Transit. The narrative could be strengthened by mentioning how the Everett CTR plan relates to or supports the TDM priorities in the current Regional Transportation Plan (Pages 93-98).

**Performance Targets** - The plan adopts the statewide 60 percent drive-alone rate as the performance target to measure CTR effectiveness. More detail in the response to Questions 7 and 8 about the anticipated methodology for setting the baseline would be helpful for development of our region's performance target. However, PSRC acknowledges many jurisdictions are still transitioning to the new CTR survey tool and may still be figuring out these details in the coming months.

**Services and Strategies** - PSRC reviewed the services and strategies described in this section and did not identify anything inconsistent with regional transportation goals.

**Alignment with Plans** - The draft plan accurately identifies all transit agencies providing service within and to Everett and indicates the transit development plans (TDPs) have been reviewed as part of the development of this CTR plan. The plan could be strengthened with more detail in the Question 24 response regarding how the CTR plan ties into specific elements of these TDPs. For example, are there any CTR-affected employers located near planned transit expansion projects and have they been actively engaged in the planning process?

**Engagement** - The RTP identifies a regional need to better address equity in TDM, and understanding the transportation needs of underserved and historically marginalized populations is critical to achieving that goal. Everett's draft CTR plan indicated the city engaged with vulnerable populations based on demographic information collected throughout the plan engagement process. Populations highlighted in the plan include people of color, people with low-incomes, people with Limited English Proficiency (LEP), and people with disabilities. The plan indicates the feedback shared by these participants has been provided to appropriate city departments (including transit). PSRC encourages Everett to continue engaging with vulnerable populations in future planning processes.





## City Council Agenda Item Cover Sheet

**Project title:** Amendment No. 1 of the System Access Fund Project Agreement for the Wall Street Connector Project with Central Puget Sound Regional Transit Authority (Sound Transit)

**Council Bill #** *interoffice use*

**Agenda dates requested:**

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

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Amendment No. 1

**Department(s) involved:**

Public Works, Legal, Admin

**Contact person:**

Tom Hood

**Phone number:**

(425) 257-8809

**Email:**

THood@everettwa.gov

**Initialed by:**

RLS

Department head

Administration

Council President

**Project:** Wall Street Connector

**Partner/Supplier:** Central Puget Sound Regional Transit Authority (Sound Transit)

**Location:** Everett Station

**Preceding action:** [Ordinance 3933-23, approved on 3/1/23](#)  
[Project Funding Agreement, approved on 7/19/23](#)

**Fund:** 303 – Public Works Improvement Projects

**Fiscal summary statement:**

The proposed Amendment No. 1 terminates the System Access Fund Project Agreement. There are no changes to funding.

**Project summary statement:**

Sound Transit and the City intended to provide non-motorized access improvements, including a pedestrian path, pedestrian level lighting, bicycle wayfinding signage and bike video detection on Wall St from Broadway to Paine Ave at Everett Station. This project would have built a continuous connection between Everett Station and the Angel of the Winds Arena, providing an easy-to-follow multimodal route between downtown Everett, Everett Station, and the many transit routes that connect to Everett Station.

City Council has chosen the downtown site as the preferred location for the new Outdoor Event Center which occupies the proposed alignment of the Wall Street Connector. The Outdoor Event Center project will include other related pedestrian improvements in the vicinity.

Sound Transit is unable to reallocate the project's funding for other purposes. As a result, this amendment will terminate the agreement.

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

Authorize the Mayor to sign Amendment No. 1 of the System Access Fund Project Agreement related to the Wall Street Connector Project with Central Puget Sound Regional Transit Authority.

## AMENDMENT 01

### SYSTEM ACCESS FUND PROJECT AGREEMENT

#### BETWEEN CITY OF EVERETT AND THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY FOR

#### EVERETT STATION NON-MOTORIZED ACCESS IMPROVEMENTS

GA 0162-22

In accordance with **Section 5. Term, Suspension, and Termination** of the System Access Fund Project Agreement (“Agreement”), this Amendment 01 is entered into by the Central Puget Sound Regional Transit Authority (“Sound Transit”) and the City of Everett (hereinafter “City”), and as may be referred to individually as “Party” and collectively as “Parties.”

The purpose of this Amendment is to terminate this Agreement through mutual written agreement of Parties pursuant to **Section 5, Term, Suspension, and Termination**, , which in relevant part states,

- 5.1 Term. This Agreement shall take effect upon the last date of signature by the Parties as set forth below. This Agreement shall remain in effect until 180 consecutive days following Project completion, unless extended by mutual written agreement of the Parties, superseded by a future agreement, or suspended or terminated in accordance with this Section 5.
- 5.2 Termination by Sound Transit. Sound Transit may terminate this Agreement by written notice under the following circumstances:
  - 5.2.2 If the City fails to make progress towards completing the Project and the City has not provided adequate assurances of its desire or ability to complete the Project and commence operations.

The Parties have executed this Amendment 01 as of the date set forth below their signatures.

SOUND TRANSIT

CITY

By:  
Terri Mestas, Deputy CEO

By:  
Cassie Franklin, Mayor

Date:

Date:

Approved as to form:

Approved as to form:

By:  
Sound Transit Legal Counsel

By:  
City Legal Counsel

# EVERETT City Council Agenda Item Cover Sheet

**Project title:**

An Ordinance creating a special improvement project entitled "Everett Outdoor Event Center" Fund 342, Program 052, to accumulate costs for the planning and development of the Everett Outdoor Event Center, including costs for design services, consultant and legal fees, and initial property acquisition costs for the Everett Outdoor Event Center Project in the amount of \$4,800,000

**Council Bill #** *interoffice use*

CB 2505-30

**Agenda dates requested:**

Briefing 5/28/25  
Proposed action 6/4/25  
Action 6/11/25

**Public hearing:**

Yes X No

**Budget amendment:**

X Yes No

**PowerPoint presentation:**

X Yes No

**Attachments:**

Ordinance  
Design-Build Contract

**Department(s) involved:**

Administration  
Economic Development  
Parks & Facilities

**Contact person:**

Scott Pattison

**Phone number:**

(425) 257-7111

**Email:**

SPattison@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Project:** Outdoor Event Center

**Partner/Supplier:** Multiple

**Location:** Downtown Everett

**Preceding action:** See Project Summary Statement

**Fund:** Facilities Construction Fund 342

**Fiscal summary statement:**

The estimated cost for partial design services, consulting and legal services for project management, project labor agreement consultation and initial property acquisition costs for the Outdoor Event Center is \$4,800,000. Fund 162 (CIP 2 and CIP 4) and Fund 148 (Park Impact Fees) will be used to support these costs.

**Project summary statement:**

Previous actions taken by City Council are summarized below:

- In September 2022, Everett City Council, Snohomish County Council, and Snohomish County Executive approved Joint Resolutions Nos. [7813](#) and 22-056 in support of a new Everett Outdoor Multipurpose Stadium (also known as Outdoor Event Center).
- In November 2023, Everett City Council approved a Professional Services Agreement (PSA) with Shields Oblatz Johnsen, Inc (SOJ) to provide project management services for the Everett Outdoor Event Center project.
- In November 2023, Everett City Council approved a PSA with Environmental Science Associates to provide State Environmental Policy Act (SEPA) consulting services for the Everett Outdoor Event Center project.
- In December 2023, Everett City Council approved Resolution No. 7968 establishing the Stadium Fiscal Advisory Committee (SFAC) – an advisory committee to create transparency for Everett taxpayers and provide independent recommendations and guidance on fiscal matters related to stadium financing alternatives, private partnerships and ongoing support to the Mayor and City Council.
- In October 2024, Everett City Council authorized the issuance of Progressive Design Build (PDB) contracting method Request for Qualifications and Request for Proposals for the Everett Outdoor Event Center.
- In December 2024, Everett City Council approved Resolution No. 8117 selecting the downtown Everett site as the location for the proposed Everett Outdoor Event Center.
- In December 2024, Everett City Council approved Amendment No. 1 to the PSA with SOJ.
- In January 2025, Everett City Council approved a PSA with Bayley Construction, LP for preliminary project planning and pre-construction work for the Everett Outdoor Event Center.
- In April 2025, Everett City Council adopted Ordinance No. 4087-25 approving the appropriations of the 2025 revised City of Everett Budget, including project-related costs.

The facility will be a multi-purpose outdoor venue located in Downtown Everett and serve as a home for the Everett AquaSox and the United Soccer League (USL) men's and women's teams. It will also support a wide range of community and economic activities, including concerts, civic events, and other public gatherings.

As defined in the Ordinance the continuation of design services is the largest appropriation at \$3,000,000. The design build contract is included for reference. Selecting the Design-Builder, awarding the contract for the Design-Builder and authorizing the Mayor to execute the Design-Build contract will be a separate action item on the June 11, 2025 council agenda.

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

Adopt an Ordinance creating a Special Improvement Project entitled "Everett Outdoor Event Center" Fund 342, Program 052, to accumulate costs for the planning and development of the Outdoor Event Center, including costs for design services, consultant and legal fees, and initial property acquisition costs for the Everett Outdoor Event Center Project in the amount of \$4,800,000.



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

**An Ordinance creating a special improvement project entitled "Everett Outdoor Event Center" Fund 342, Program 052, to accumulate costs for the planning and development of the Everett Outdoor Event Center, including costs for design services, consultant and legal fees, and initial property acquisition costs for the Everett Outdoor Event Center Project in the amount of \$4,800,000.**

**WHEREAS,**

- A.** The City of Everett recognizes the community and economic benefits of an outdoor event center located in Downtown Everett to support both public recreation and professional sports.
- B.** The Everett Outdoor Event Center will serve as a home venue for the Everett AquaSox and the United Soccer League (USL) professional men's and women's soccer teams, and will also host concerts, civic events, and other public gatherings.
- C.** Previous actions taken by City Council are summarized below:
  - In September 2022, Everett City Council, Snohomish County Council, and Snohomish County Executive approved Joint Resolutions Nos. 7813 and 22-056 in support of a new Everett Outdoor Multipurpose Stadium (also known as Everett Outdoor Event Center).
  - In November 2023, Everett City Council approved a Professional Services Agreement (PSA) with Shields Obletz Johnsen, Inc (SOJ) to provide project management services for the Everett Outdoor Event Center project.
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  - In October 2024, Everett City Council authorized the issuance of Progressive Design Build (PDB) contracting method Request for Qualifications and Request for Proposals for the Everett Outdoor Event Center.
  - In December 2024, Everett City Council approved Resolution No. 8117 selecting the downtown Everett site as the location for the proposed Everett Outdoor Event Center.
  - In December 2024, Everett City Council approved Amendment No. 1 to the PSA with SOJ.
  - In January 2025, Everett City Council approved a PSA with Bayley Construction, LP for preliminary project planning and pre-construction work for the Everett Outdoor Event Center.

- In April 2025, Everett City Council adopted Ordinance No. 4087-25 approving the appropriations of the 2025 revised City of Everett Budget, including project-related costs.

**D.** Funding in the amount of \$4,800,000 is needed to advance the design, consulting, and property acquisition costs for the Everett Outdoor Event Center.

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

**Section 1.** A special improvement project is hereby established as Fund 342, Program 052 and shall be entitled “Everett Outdoor Event Center” to accumulate project costs.

**Section 2.** Authorization is hereby granted to the Executive Project Manager, 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 partial design, consultant services, and initial property acquisition is \$4,800,000.

**Section 4.** The sum of \$4,800,000 is hereby appropriated for the “Everett Outdoor Event Center” as follows:

A. Use of Funds	
Design Services	\$3,000,000
Consultant and Legal Services	\$ 550,000
Initial Property Acquisition Costs, such as earnest money or option payments	<u>\$1,250,000</u>
Total	\$4,800,000
B. Source of Funds	
Fund 148 – Park Impact Fees	\$1,300,000
Fund 162 - CIP 4	\$ 500,000
Fund 162 - CIP 2	<u>\$3,000,000</u>
Total	\$4,800,000

**Section 5.** 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 6.** 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 7.** 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 8.** 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 9.** It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

---

Cassie Franklin, Mayor

ATTEST:

---

Marista Jorve, City Clerk

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

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

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

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



# **City of Everett**

## **Progressive Design-Build Contract**

### **Everett Outdoor Event Center Project**

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This **Contract** is made and entered into as of the date of last signature below, by and between the following parties, for services in connection with the Project identified below:

**OWNER:**

**City of Everett  
2930 Wetmore Ave  
Everett, Washington 98201**

**DESIGN-BUILDER:**

**Bayley Construction, LP  
8005 SE 28<sup>th</sup> Street  
Mercer Island, WA 98040**

**PROJECT:**

**Everett Outdoor Event Center**

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

## **Article 1**

### **General**

- 1.1 Authorization.** This Design-Build Contract (the "Contract") is authorized by and entered in accordance with the Design-Build requirements of RCW 39.10. This Contract shall be interpreted to be consistent with the requirements of those statutory provisions.
- 1.2 Duty to Cooperate.** Owner and Design-Builder always commit to cooperate fully with each other and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Contract.
- 1.3 Definitions.** Terms, words, and phrases used in this Contract shall have the meanings given them in this Contract and as otherwise provided in the *General Conditions of Progressive Design-Build Contract Between Owner and Design-Builder* ("General Conditions").
- 1.4 Design Services.** Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering, and other design professional services required by this Contract. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Contract is intended to create any legal or contractual relationship between Owner and any independent design professional.

## **Article 2**

### **Scope of Work**

Design-Builder shall perform all design and construction services, and provide all material, equipment, tools, and labor necessary to complete the Work (including Phase 1 Work and Phase 2 Work) described in and reasonably inferable from the Contract Documents. The Design-Builder is fully responsible to design and to build the Project, as described in the Project Criteria, as may be revised in accordance with Section 2.1.2 hereof.

#### **2.1 General Services.**

**2.1.1** Owner has provided Design-Builder with access to the Owner-Provided Information listed in **Exhibit A (Owner-Provided Information)**. Owner provides such documents to Design-Builder for information only, and subject to the conditions and qualifications identified in Section 3.2.1 of the General Conditions.

**2.1.2** Owner's Initial Programming and Overview describing Owner's preliminary program objectives for the Project are in **Exhibit B (Owner's Initial Programming)**. If Owner's Initial Programming have not been developed prior to the execution of this Contract, Design-Builder will assist Owner in developing the final Project Program, with such service deemed to be the first task of Phase 1. The Design-Builder shall review the Owner's Initial Programming, including recommendations to Owner for innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Initial Programming and agree upon what revisions, if any, should be made.

#### **2.2 Phased Services.**

##### **2.2.1 Not Used.**



**2.2.2 Phase 1 Preconstruction and Design Work.** Design-Builder shall perform validation, design, pricing, and other services for the Project as may be revised in accordance with Section 2.1 hereof (the "Phase 1 Work") as set forth in **Exhibit C (Phase 1A Work and Fee Proposal)**. The Phase 1 Work may be broken into one or more subphases, with initial Phase 1 Work contained in **Exhibit C** as **Exhibit C** exists as of the date of this Contract and the remainder of the Phase 1 Work added to **Exhibit C** and to this Contract by one or more Phase 1 Amendment(s). Phase 1 Amendment(s) are subject to approval by the Everett City Council at the Everett City Council's sole discretion. The Phase 1 Work will include completion of Final Design Documents. However, Owner and Design-Builder may reach agreement on the GMP Amendment for Phase 2 at any point following Design-Builder's completion of the Basis of Design Documents, including incorporation of any Owner comments. As a result, Phase 1 may overlap with Phase 2. The Contract Price and GMP for Phase 2 shall be developed during Phase 1 on an open-book basis. Design-Builder's Compensation for Phase 1 Work is set forth in Article 7 of this Contract.

**2.2.3 Phase 2 Work.** Design-Builder's Phase 2 Work, which shall be identified and described in the agreed-upon Phase 2 Proposal and GMP Amendment, shall consist of, but not be limited to, ensuring continuous operations of Owner or other Services at the site, the procurement of all materials and equipment for the Project, the performance of construction work for the Project, development of various documents associated with Phase 2, training of Owner's operations staff, and the provision of warranty services.

**2.2.4 Early Works Packages.** Owner and the Design Builder may agree to early work packages prior to the GMP Amendment. Scope of work, bonding (consistent with the requirements of Article 11), insurance (consistent with the requirements of Article 11), pricing, and other terms for any Early Work Packages shall be negotiated and memorialized in a written executed Amendment prior to issuance of a notice to proceed. Pricing shall be substantially similar to the pricing structure for Phase 2 set forth in Article 7 of this Contract and any General Conditions and pro-rated to the scope of General Conditions Work included in the early works package.

**2.3 Phase 2 Proposal.** Design-Builder may develop a Phase 2 Proposal at any point following completion of the conceptual design and any other Basis of Design Documents upon which the parties may agree. Design-Builder shall submit a proposal to Owner (the "Phase 2 Proposal") for the construction for the Project, and associated work, and for the Contract Price. The Contract Price in the Phase 2 Proposal shall be based on the Construction General Conditions Price (Section 7.4), the Design-Build Fee (Section 7.5), Pass-Through Costs (Section 7.6.3) plus the Cost of the Phase 2 Work (Section 7.6.1) as provided in Article 7 hereof, presented on an open-book basis, all subject to a Guaranteed Maximum Price (GMP).

**2.3.1** The Phase 2 Proposal shall include the following unless the parties mutually agree otherwise:

**2.3.1.1** The Contract Price, subject to a GMP, shall be the sum of:

- i. Construction General Conditions Price;
- ii. Design-Builder's Fee as defined in Section 7.5 hereof;
- iii. The Cost of the Phase 2 Work as defined in Section 7.6 hereof, inclusive of any Design-Builder's Contingency as defined in Section 7.7.2 hereof;
- iv. Pass Through Costs as defined in Section 7.6.3 hereof.

**2.3.1.2** The Basis of Design Documents in a form and state as agreed to by Owner;

**2.3.1.3** A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications;

**2.3.1.4** The Scheduled Substantial Completion Date upon which the Phase 2 Proposal is based, to the extent said date has not already been established under Section 6.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;

**2.3.1.5** If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

**2.3.1.6** If applicable, a schedule of alternate prices;

**2.3.1.7** If applicable, a schedule of unit prices;

**2.3.1.8** If applicable, a statement of Additional Services which may be performed but which are not included in the Phase 2 Proposal, and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s);

**2.3.1.9** An expiration date for the Phase 2 Proposal provided that Design-Builder shall not make the Phase 2 Proposal subject to expiration or withdrawal for at least ninety (90) days after submission and Owner shall provide its initial review and comment on the Phase 2 Proposal within thirty (30) days of submission;

**2.3.1.10** A Permits and Approvals list detailing the permits and governmental approvals not otherwise addressed in the Contract Documents that Owner and Design-Builder will need and assigning responsibility for each;

**2.3.1.11** A preliminary training plan;

**2.3.1.12** A Project Specific Safety Plan;

**2.3.1.13** A construction quality plan.

**2.3.1.14** A plan for inclusion of underutilized firms as subcontractors and suppliers in accordance with the provisions of Chapter 39.10 RCW, the requirements of the Office of Minority and Women's Business Enterprises ("OMWBE"), any other Owner-required inclusion requirements, and, if the Project is subject to Project Labor Agreement/Community Workforce Agreement, in accordance with that Project Labor Agreement/Community Workforce Agreement.

**2.3.1.15** Design-Builder's Owned Equipment Rate Schedule, which shall be incorporated herein as **Exhibit E** and shall include adequate identifying information such as use, manufacturer, make, model, dimensions/length, blade size, capacity, fuel usage, horse power, voltage/ampereage, weight, etc., such that accurate identification can be determined. These descriptors shall match Contractor's owned equipment rental log. **Exhibit E** shall include replacement values and approved rates for each item.

## **2.3.2 Review and Adjustment to Phase 2 Proposal.**

**2.3.2.1** After submission of the Phase 2 Proposal, Design-Builder will discuss and review it with Owner. Owner may require modifications to the Phase 2 Proposal that Design-Builder shall in good faith attempt to accommodate. Owner must approve the Phase 2 Proposal, as originally submitted or as modified, and enter into a GMP Amendment

incorporating the agreed Phase 2 Proposal in order for the Design-Builder to proceed to Phase 2.

**2.3.2.2 Acceptance of Phase 2 Proposal.** If Owner accepts the Phase 2 Proposal, as may be modified, the Contract Price and its basis shall be set forth in an amendment to this Contract (the "GMP Amendment"). Once the parties have agreed upon the GMP Amendment and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Work, all as described in the GMP Amendment. If the Project is subject to a Project Labor Agreement or Community Workforce Agreement, the Project Labor Agreement/ Community Workforce Agreement will be attached to the GMP Amendment as an exhibit and become part of this Contract, with the GMP including all costs of compliance with the Project Labor Agreement/Community Workforce Agreement. Design-Builder acknowledges and agrees that Owner's acceptance and execution of the GMP Amendment is subject to approval by the Everett City Council, which is at the Everett City Council's sole discretion. Design-Builder further acknowledges and agrees that its execution of the GMP Amendment constitutes certification that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, material, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the Phase 1 Work through the date of the GMP Amendment that will in any way affect Owner's interests.

**2.3.2.3 Failure to Accept Phase 2 Proposal.** If Owner rejects the Proposal, or fails to notify Design-Builder in writing on or within ninety (90) day after submission that it accepts the Phase 2 Proposal, the Phase 2 Proposal shall, unless otherwise agreed in writing by the parties, be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

- i. Terminate this Contract and pay Design-Builder for all Work performed through the date of termination;
- ii. Terminate this Contract, pay Design-Builder for all Work performed through the date of termination and contract directly with the Design Consultant and Design Sub-Consultants, if any, for completion of the Phase 1 Scope of Services for the agreed upon price for Phase 1 Work set forth at Section 7.1 minus payments for all Work performed through the date of termination;
- iii. Require Design-Builder to proceed with remaining Phase 1 Work for the agreed upon price for Phase 1 Work set forth at Section 7.1 minus payments for all Work performed through the date of termination;
- iv. Require Design-Builder to perform any specific portion of the Work under this Contract based on the Design-Build Fee (Section 7.5), the Construction General Conditions Price (Section 7.4), Pass-Through Costs (Section 7.6.3) plus the Cost of the Phase 2 Work (Section 7.6.1) as provided in Article 7 hereof without a GMP Amendment, in which case all references in this Contract to the GMP Amendment shall not be applicable; or
- v. Require Design-Builder to continue to proceed with the Work, until further notice (reserving the right to terminate this Contract pursuant to Section 2.3.2.3.i.) on the basis of the Design-Build Fee (Section 7.5), the Construction General Conditions Price (Section 7.4), Pass-Through Costs (Section 7.6.3) plus the Cost of the Phase 2 Work (Section 7.6.1) as provided in Article 7 hereof without a GMP Amendment, in which case all references in this Contract to the GMP Amendment shall not be applicable.

**2.3.2.4** If Owner fails to exercise any of the options set forth in Section 2.3.2.3, Design-Builder shall continue the Work as if Owner had elected to proceed in accordance with Item 2.3.2.3.v above, and be paid by Owner accordingly, unless and until Owner notifies Design-Builder in writing to stop the Work.

## **Article 3**

### **Contract Documents**

The Contract Documents are comprised of the following, which are incorporated herein by this reference. In the event of a conflict or discrepancy among or in the Contract Documents that cannot be resolved by interpreting the Contract Documents as a single, integrated document and giving effect to each provision therein, interpretation shall be governed in the following priority:

**3.1** All written and fully executed modifications, amendments (including the GMP Amendment), minor changes, and Change Orders to this Contract issued in accordance with the General Conditions, with more recent documents taking preference;

**3.2** The GMP Amendment including the Basis of Design Documents and including the Project Labor Agreement attached thereto, if any;

**3.3** This Contract, including all exhibits and attachments but excluding the Owner Initial Programming and Overview and Owner Provided Information attached to this Contract. The Owner Initial Programming and Overview and Owner Provided Information are not Contract Documents, and are provided for information only;

**3.4** The General Conditions;

**3.5** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions;

**3.6** Owner's Request for Qualifications, its Request for Proposals, and Addenda thereto, if any; and

**3.7** Design-Builder's Statement of Qualifications, Proposal, and Attachments accepted by Owner.

## **Article 4**

### **Interpretation and Intent**

**4.1** Design-Builder and Owner, at the time of acceptance of the Phase 2 Proposal by Owner in full, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the GMP Amendment.

**4.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Article 3 herein.

**4.3** Terms, words, and phrases used in the Contract Documents, including this Contract, shall have the meanings given them in the General Conditions.

**4.4** Design-Builder may propose modifications to and expansion of the Owner's Initial Programming and Overview. Prior to presenting its Phase 2 Proposal, the Design-Builder shall identify any items in the Owner's Initial Programming and Overview that conflict with or in any way impede Design-Builder's ability to meet any Performance Standards set forth in the Owner's Initial Programming and Overview.

**4.5** The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

**4.6** In the event of an ambiguity in the Contract Documents, the parties shall be deemed to have jointly authored them, and as such, nothing shall be construed against or in favor of one party based on its being deemed the sole author.

**4.7 Changes in the Legal Requirements.** The Owner and Design-Builder acknowledge that numerous aspects of the Project are governed by federal, state, and local laws, rules, and regulations and that the intent is to complete all Work in compliance with the Legal Requirements. Design-Builder is required to account for applicable changes in the Legal Requirements that occur during Phase 1 in its Phase 2 Proposal, the GMP Amendment, and the Phase 2 schedule. Changes in the Legal Requirements that become effective prior to execution of the GMP Amendment shall in no event form the basis for an adjustment of the GMP and/or Contract Time for Phase 2 Work. Changes in the Legal Requirements that become effective after execution of the GMP Amendment may form the basis for an adjustment to the GMP and/or Contract Time for Phase 2 Work, in accordance with the requirements and conditions of Section 8.2 of the General Conditions.

## **Article 5**

### **Ownership of Work Product**

**5.1 Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions, furnished by Design-Builder to Owner under this Contract ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to the provisions set forth in Sections 5.2 through 5.5 below. Work Product includes all calculations, drawings, backup and other documentation related to the Project design regardless of whether furnished to Owner or not.

**5.2 Owner's License upon Project Completion and Payment in Full to Design-Builder.** Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a perpetual license to use the Work Product in connection with Owner's occupancy and maintenance of the Project. Owner shall hold Design-Builder and anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties") harmless for any material alteration of the Work Product without the involvement of Design-Builder.

**5.3 Owner's License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate.** If Owner terminates this Contract for its convenience as set forth in Article 9 hereof, or if Design-Builder elects to terminate this Contract in accordance with Section 11.3 of the General Conditions, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a perpetual license to use the Work Product to complete the Project and subsequently occupy and maintain the Project, and Owner shall thereafter have the same rights as set forth in Section 5.2 above. Owner shall hold the Indemnified Parties harmless for any material alteration of the Work Product undertaken by Owner after the effective date of the termination. If Owner terminates this Contract for its convenience as set forth in Sections 9.1 and 9.4 herein for purposes of having the Project completed by a 63-20 non-profit entity or similar model, Owner shall have the right to assign the perpetual license granted by this Section to such non-profit entity.

**5.4 Owner's License upon Design-Builder's Default.** If this Contract is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions, then Design-Builder grants Owner a perpetual license to use the Work Product to complete the Project and subsequently occupy and maintain the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 5.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Contract for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 5.3 above. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions, furnished by Design-Builder to Owner under this Contract ("Work Product").

## **Article 6**

### **Contract Time**

**6.1 Date of Commencement.** The Phase 1 Work contained in **Exhibit C** shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. If additional Phase 1 Work is added to this Contract by a Phase 1 Amendment, that added Phase 1 Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for such Phase 1 Work unless the parties mutually agree otherwise in writing. The Phase 2 Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Work ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Contract unless the parties mutually agree otherwise in writing.

**6.2 Substantial Completion and Final Completion.**

**6.2.1** Substantial Completion of the entire Work shall be established in the GMP Amendment.

**6.2.2** Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.31 of the General Conditions.

**6.2.3** All of the dates set forth in this Article 6 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions.

**6.3 Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

**6.4 Liquidated Damages.** Liquidated damages, if any, shall be established in the GMP Amendment.

## **Article 7**

### **Price**

**7.1 Not Used.**

**7.2 Phase 1 Price.** For completion of the Phase 1 Work set forth in **Exhibit C** as **Exhibit C** exists as of the date of this Contract, Owner shall pay Design-Builder in accordance with Article 8 of this Contract a sum not to exceed **\$2,901,602** (not including sales tax) for Phase 1A. If additional Phase 1 Work is added by a Phase 1 Amendment, the Phase 1 Price will increase as established in the Phase 1 Amendment. Phase 1 Work shall be billed at the all-inclusive billing rates and labor categories agreed to herein or in a Phase 1 Amendment, and an agreed-upon not to exceed price. Any rates established shall not be subject to increase for any Phase 1 Work.

**7.3 Phase 2 Price.** For Phase 2 Work, Owner shall pay Design-Builder in accordance with Article 8 of this Contract and Article 6 of the General Conditions a contract price ("Contract Price") set forth in the GMP

Amendment which shall be equal to the Pass-Through Costs (as defined in Section 7.6.3 hereof), plus Design-Build Fee percentage (as defined in Section 7.5 hereof) applied to the Cost of the Phase 2 Work, plus the Construction General Conditions Price (as defined in Section 7.4 hereof), plus the Cost of the Phase 2 Work (as defined in Section 7.6.1 hereof), subject to the GMP established in the GMP Amendment and governed by Section 7.7 hereof, and any adjustments made in accordance with the General Conditions.

**7.4 Construction General Conditions Price.** Owner shall pay the Construction General Conditions Price of [\$ to be added in GMP Amendment] for all Construction General Conditions Work as identified and defined in **Exhibit D (Construction General Conditions Work)**. The Construction General Conditions Price shall be paid monthly based on the percent of Cost of Work completed in the month covered by Design-Builder's pay application during Phase 2. The Construction General Conditions Price shall cover all construction general conditions work, regardless of whether the work is completed by the Design-Builder, a Key Firm, or Subcontractor.

**7.5 Design-Build Fee.**

**7.5.1** The Design-Build Fee shall be two point five seven percent (2.57%) multiplied by the Cost of the Phase 2 Work.

**7.5.2** The Design-Build Fee is intended to compensate Design-Builder for **all** costs and expenses **not specifically included** elsewhere. The Design-Build Fee shall compensate Design-Builder for all other costs, including but not limited to the following:

**7.5.2.1** Profit on all work including self-performed work.

**7.5.2.2** Profit Margins or similar mark-ups on cost for work performed by related parties or entities of the Design Builder.

**7.5.2.3** General administration costs associated with Design-Builder's home office operations, support staff, such as executives, HR, accounting, IT, etc. unless specifically approved in advance by Owner.

**7.5.2.4** Cost of centralized and generally shared information technology, equipment, enterprise software and data processing.

**7.5.2.5** Cost associated with bonuses or profit sharing.

**7.5.2.6** Discretionary costs, such as clothing, awards or similar expenses.

**7.5.2.7** Business and Occupancy (B&O) Taxes.

## **7.6 Cost of the Phase 2 Work.**

**7.6.1** Cost of the Phase 2 Work includes only those items expressly defined in this Section 7.6.1 that are reasonably incurred by Design-Builder in the proper performance of the Phase 2 Work. The Cost of the Phase 2 Work shall not include any Pass-Through Costs (as defined in Section 7.6.3), Construction General Conditions Work (as defined in Section 7.4 and Exhibit D), or costs intended to be covered by the Design-Build Fee (as defined in Section 7.5). For the avoidance of doubt, any confusion about the categorization of cost items between the Cost of the Phase 2 Work and Pass-Through Costs shall be resolved in favor of Pass-Through-Costs. Further, any confusion about the categorization of cost items between the Cost of the Phase 2 Work and Construction General Conditions Fee or Design-Build Fee shall be resolved in favor of Construction General Conditions Fee and Design-Build Fee, respectively.

The Cost of the Phase 2 Work shall include only the following:

**7.6.1.1** Except for those supervisory and administrative personnel who are covered by the Construction General Conditions Work (**Exhibit D**), wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site.

**7.6.1.2** Except for those supervisory and administrative personnel who are covered by the Construction General Conditions Work (**Exhibit D**), wages or salaries of Design-Builder's personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

**7.6.1.3** Except for those supervisory and administrative personnel who are covered by the Construction General Conditions Work (**Exhibit D**), wages or salaries of Design-Builder's personnel stationed at Design-Builder's Project Office, but only to the extent such personnel perform tasks directly associated with the Project.

**7.6.1.4** A multiplier of [to be added in GMP Amendment] percent (\_\_\_%) shall be applied to the wages and salaries of the employees of Design-Builder covered under Sections 7.6.1.1 through 7.6.1.3 hereof to account for employee labor burden, including payroll taxes, pension costs, insurance, and other fringe benefits.

**7.6.1.5** Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work.

**7.6.1.6** Costs, including acquisition, transportation, inspection, testing, storage, and handling of materials, furnishings, equipment, and supplies incorporated or reasonably used in completing the Work.

**7.6.1.7** Costs of removal of debris and waste from the Site(s).

**7.6.1.8** All fuel and utility costs incurred in the performance of the Work.

**7.6.1.9** The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

**7.6.1.10** Deposits which are lost, except to the extent caused by Design-Builder's negligence.



**7.6.1.11** Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property except to the extent caused by Design-Builder's negligence.

**7.6.1.12** Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

**7.6.1.13** Site security, temporary fencing, signage and similar security and safety measures for active construction areas.

**7.6.1.14** Costs for agreed-upon Allowance Items as described and defined in Section 7.8 herein.

**7.6.2 Non-Reimbursable Costs.** The following shall be excluded from the Cost of the Phase 2 Work:

**7.6.2.1** Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in connection with Sections 7.6.1.1, 7.6.1.2, and 7.6.1.3, costs associated with Construction General Conditions Work, items intended to be covered by the Design-Build Fee, and Pass-Through Costs.

**7.6.2.2** General expenses not specifically provided for herein.

**7.6.2.3** The cost of Design-Builder's capital used in the performance of the Work.

**7.6.2.4** If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded, unless Owner has approved an Adjustment or Change Order.

**7.6.2.5** Any bonuses or incentive pay that is the obligation of Design-Builder to pay.

**7.6.3 Pass-Through Costs.** The following costs shall be "passed through" and paid without mark-up or any added Design-Build Fee:

**7.6.3.1** Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work.

**7.6.3.2** Costs for permits, royalties, licenses, tests, and inspections.

**7.6.3.3** Premiums for insurance and bonds required by this Contract or the performance of the Work.

## **7.7 The Guaranteed Maximum Price.**

**7.7.1 GMP.** Design-Builder guarantees that the Contract Price shall not exceed the Guaranteed Maximum Price ("GMP") established in the GMP Amendment. Documents used as basis for the GMP shall be identified in the GMP Amendment. Design-Builder agrees that it will be responsible for all costs of completing the Work which exceed the GMP, as it may be adjusted in accordance with the Contract Documents.

**7.7.2 Contingency.** The GMP shall include a Design-Builder's contingency, in an amount that is no less than two-point five percent (2.5%) and no more than five percent (5%) of the estimated Cost of the Work, which will be negotiated between the Design-Builder and Owner as a part of the Phase 2 Proposal. The percentage shall depend upon the level of completion of the Design-Build Documents and certainty of subcontractor pricing at that time and depending upon any other risk factors agreed upon between the Design Builder and Owner.

The final amount of the contingency shall be stated in the GMP Amendment and included in the GMP amount. **The contingency is a sum established for the Design-Builder's sole use to cover the Design-Builder's costs that are properly reimbursable as a Cost of the Work but not the basis for a Change Order**, such as, for example, design errors and omissions, buy-out or estimating error, post-GMP unanticipated market conditions, scope gaps, coordination between trades, overtime, acceleration, failure of a Subcontractor of any tier, pandemic or epidemic, or expediting costs for critical materials.

The Design-Builder shall use the contingency only with Owner's prior written consent, which shall not be unreasonably withheld or delayed. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months.

Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

**7.7.3 Savings.** If the sum of the actual Design-Build Fee (as defined in 7.5 hereof), the Construction General Conditions Price (Section 7.4), Pass-Through Costs (Section 7.6.3) plus the Cost of the Phase 2 Work (Section 7.6.1) as provided in Article 7 hereof is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") may be incorporated back into the Project as agreed, or returned to Owner. The Design Builder will keep Owner informed of the status of all costs and opportunities to increase the outcomes of the project.

## **7.8 Allowance Items and Allowance Values.**

**7.8.1** Any and all Allowance Items, as well as their corresponding Allowance Values, shall be set forth in the GMP Amendment.

**7.8.2** Design-Builder and Owner will work together to review the Allowance Items and Allowance Values based on design information then-available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

**7.8.3** No Work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project Schedule approved with the GMP Amendment, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

**7.8.4** The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item.

**7.8.5** Whenever the actual cost for an Allowance Item is more than or less than the stated Allowance Value, the Design-Builder shall report such difference to Owner so that Owner can maintain a running tally of Allowance Item costs against Allowance Values. Prior to final payment, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 7.8.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for all Allowance Items and the total Allowance Value.

## **Article 8**

### **Procedure for Payment**

**8.1 Phase 1 Payments.** Phase 1 Work shall be paid by Owner based on the not-to-exceed **Phase 1 Price** at the all-inclusive billing rates and labor categories set forth herein and as may be established in a **Phase 1 Amendment**. All-inclusive billing rates and labor categories shall not be subject to any overtime pay obligations incurred by Design-Builder nor any rate increases during Phase 1.

**8.1.1** Phase 1 Work may be invoiced to Owner on a monthly basis on the day agreed to during Partnering activities. Application for payment will be based on cost incurred during the previous billing cycle. Draft applications for payment will be reviewed and agreed during weekly project meetings to ensure that costs and expenses are paid as incurred and not held until a later billing period.

### **8.2 Phase 2 Payments.**

**8.2.1** Progress payments will be made monthly for work duly certified, approved, and performed during the calendar month preceding the Application in accordance with the following procedure, which shall be in accordance with the current City of Everett Construction Management Payment Schedule:

**8.2.1.1 Draft Application.** Design-Builder shall submit to Owner an accounting of the current progress of the Work as compared to Design-Builder's Master Project Schedule, and a draft, itemized application for payment for work performed during the current payment period on a form supplied or approved by Owner. This shall not constitute a payment request. Design-Builder and Owner shall discuss regarding the current progress of the Work and the amount of payment to which Design-Builder is entitled. Owner may on occasion request Design-Builder to provide data substantiating Design-Builder's right to payment, such as, but not limited to copies of invoices from Subcontractors of any tier, and reflecting retainage as provided elsewhere in the Contract Documents.

**8.2.1.2 Payment Request.** After Design-Builder and Owner have met and agreed regarding the updated draft application, and Design-Builder has furnished all progress information required and all data requested by Owner under 8.2.1.1 above, Design-Builder shall submit Design-Builder's Application for Payment for Work completed during the previous month in accordance with Article 6 of the General Conditions on a form supplied or approved by Owner. Among other things, the Application shall attest those prevailing wages have been paid in accordance with the pre-filed statements of intent to pay prevailing wages on file with Owner and that all payments due Subcontractors of any tier from Owner's payment the prior month have been made.

**8.2.1.3 Disputed Amounts.** If Design-Builder believes it is entitled to payment for Work performed during the prior billing cycle in addition to the agreed-upon amount, Design-Builder may, submit to Owner along with the approved payment request a separate written payment request specifying the exact additional amount due, the category in the Schedule of Values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due. Furthermore, Design-Builder and all Subcontractors shall file with Owner certified copies of all payroll records relating to the additional amount due. Disputed Amounts are due ten (10) working days following the prior approved Payment Application.

**8.2.1.4 Validity of Payment Requests.** A payment request shall not be valid unless it complies with the requirements of the Contract Documents.

**8.2.2** Owner shall make payment within 30 days after Owner's receipt of each properly submitted and accurate Application for Payment, but in each case less the total of payments previously made, less retainage, and less amounts properly withheld under Section 6.3 of the General Conditions.

### **8.3 Retainage on Phase 2 Work Progress Payments.**

**8.3.1** Pursuant to Chapter RCW 60.28, Owner will retain five percent of each approved Application for Payment to be retained as a trust fund for the protection and payment of the claims of any person arising under the contract and the state with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due from Design-Build. The moneys reserved may, at the option of Design-Build, be retained in accordance with the provisions of Chapter 60.28 RCW.

**8.3.2** If the Design-Build elects to submit a retainage bond on behalf of itself or one or more of its Subcontractors in accordance with Chapter 60.28 RCW, each such bond must be issued on a form provided by Owner by a surety licensed to do business in the state where the Work is located with an A.M. Best rating of A-/IX or better on behalf of Design-Build or A-/V on behalf of a Subcontractor. Design-Build is responsible for submitting retainage bond(s) that meet these requirements to Owner on behalf of itself and/or any Subcontractor. Owner will not accept retainage bonds submitted directly to it by a Subcontractor.

**8.3.3** Sixty (60) days after Final Acceptance of the entire Work, which is an action by the City Council, Owner shall release to Design-Build all retained amounts in accordance with chapter RCW 39.12 and chapter RCW 60.28, provided that Design-Build has submitted: (1) pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from Design-Build and from each Subcontractor of any tier certified by the Industrial Statistician of the Department of Labor and Industries, with the fees paid by Design-Build or Subcontractor of any tier, (2) pursuant to RCW 60.28.021, certificates from the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries. If there are either unpaid taxes or unsatisfied claims of lien against the retained percentage, disbursement of retainage funds will be made in accordance with state law.

**8.4 Payment to Subcontractors.** Design-Build shall ensure payment to any Subcontractor (or Sub-Subcontractor), at any tier every thirty (30) days for any Work satisfactorily completed and not disputed, regardless of being paid by Owner. The Design-Build and Owner jointly commit to reviewing and agreeing eligible costs, back up and completed work as they become due and available for review.

**8.5 Final Payment.** Design-Build shall submit its Final Application for Payment to Owner in accordance with Section 6.6 of the General Conditions. Owner shall make payment on Design-Build's properly submitted and accurate Final Application for Payment within 30 days after Owner's receipt of the Final Application for Payment, provided that (a) Design-Build has satisfied the requirements for final payment set forth in Section 6.6.2 of the General Conditions and (b) Owner shall have the right to withhold all amounts to which Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions.

**8.6 Interest.** Payments due and unpaid by Owner to Design-Build, whether progress payments or final payments, shall bear interest as specified by RCW 39.76.

**8.7 Record Keeping and Finance Controls.** Design-Build acknowledges that this Contract is to be administered on an *Open-Book* arrangement relative to the Cost of the Work. Design-Build shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents.

During the performance of the Work and for a period of six (6) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Build's records, books, correspondence, receipts, subcontracts, purchase orders,

vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of six (6) years after Final Payment.

Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Contract are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Contract, but the composition of such multiplier or markup is not subject to audit.

## **Article 9**

### **Termination for Convenience**

**9.1** In addition to Owner's other termination rights in the General Conditions, Owner may terminate the Contract for convenience. Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Contract or any portion of this Contract. If such termination occurs during Phase 1, then Owner shall pay Design--Builder for that portion of the Phase 1 Price that corresponds to the percentage of completion of Phase 1 Work in accordance with the Contract Documents, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages whatsoever (including without limitation fee or profit on terminated Phase 1 Work). If such termination occurs during Phase 2, Owner shall (subject to the limitation set forth in Section 8.3 above) pay Design--Builder for that portion of the Contract Price that corresponds to the percentage of completion of Work in accordance with the Contract Documents, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages whatsoever (including without limitation fee or profit on terminated Work).

**9.2** The total sum to be paid to Design-Builder under this Article 9 shall not exceed the Phase 1 Price for Phase 1 and the Contract Price for Phase 2, as reduced by the amount of payments otherwise made, the price of Work not terminated, and as otherwise permitted by this Contract. The amounts payable to Design-Builder shall exclude the fair value of property not under Owner's control which is destroyed, lost, stolen or damaged to become undeliverable to Owner.

**9.3** Any claim, request for equitable adjustment or other demand for extra compensation or time extension by Design-Builder arising from or related to acts, events, occurrences, or omissions prior to the effective date of the convenience termination shall continue to be subject to and resolved in accordance with the rules (contractual or legal, express or implied) in effect prior to the termination. The convenience termination will not convert this Contract into a cost reimbursement contract.

**9.4** The Parties understand and acknowledge that the Owner has the unilateral right under Section 9.1 above to terminate this Contract for convenience during or at the conclusion of Phase 1 with the object of having the Project completed by a 63-20 non-profit entity or similar model. Upon such termination, the Parties anticipate and understand that the non-profit entity will negotiate with the Design-Builder in good faith with the goal of Design-Builder and such entity entering into a Project design and/or construction contract, but with both Owner and Design-Builder acknowledging that such good-faith negotiations are not certain to succeed. If and when the entity and Design-Builder enter into a design and/or construction contract, Owner will (1) assign Owner's rights to the Work Product under this Contract to the entity; and (2) provide such entity with all Work Product provided to Owner. If the entity and Design-Builder do not enter into contract that includes Phase 1B (or equivalent), (1) Owner will pay Design-Builder \$81,000 (which is equal to 2.57% of the estimated fee for Phase 1B of \$3,151,877); (2) Owner will assign Owner's rights to the Work Product under this Contract to the entity; and (3) Design-Builder will provide such entity with all Work Product.

## **Article 10**

### **Representatives of the Parties**

#### **10.1 Owner's Representatives.**

**10.1.1** Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.7.2 of the General Conditions to the extent permitted by the Legal Requirements:

Scott Pattison, City of Everett.

**10.1.2** Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.3 of the General Conditions to the extent permitted by the Legal Requirements:

Ethan Bernau, SOJ.

#### **10.2 Design-Builder's Representatives.**

**10.2.1** Design-Builder designates the individual listed in the table in Section 10.3 below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.7.2 of the General Conditions.

**10.2.2** Design-Builder designates the individual listed in the table in Section 10.3 below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions.

**10.3 Key Personnel.** Design-Builder has been selected for this Project based on not only its qualifications as a corporate entity, but also upon the basis of the qualifications of the key personnel it intends to employ to perform the Work. Design-Builder agrees to provide all professional personnel necessary, at adequate staffing levels, to perform the required services under this Contract, including the key personnel identified below:

Position Title	Name of Individual
Design-Builder Senior Representative	Hans Hansen
Design-Builder Representative (Project Manager)	Stewart Potter
Design-Builder Chief Estimator	Wade Meyer
Design-Builder Architect of Record	Erica Loynd
Design-Builder Design Principal	Greg Garlock
Design-Builder Program Principal	Andy West
Design-Builder Superintendent	Chris Coleman

These key personnel, all of whom were named in Design-Builder's proposal submitted in response to the Owner's Request for Qualifications and Proposals for the Project, will be assigned to the Project. Except in the event of the death of the employee or their termination of employment with Design-Builder, these key personnel shall remain assigned for the duration of the Project unless otherwise agreed to in writing by the Owner in its sole discretion.

In the event Design-Builder **proposes to substitute** any of the key personnel due to death or employment termination, the individual(s) proposed must demonstrate the qualifications indicated in the Request for Proposals for their respective role(s), and experience as required to successfully perform such duties. Owner shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the Project. Design-Builder will remove from the Project any personnel assigned to the Project if, after the matter has been thoroughly considered by Owner and Design-Builder, Owner considers such removal necessary and in the best interest of the Project, and Owner so notifies Design-Builder in writing and allows a reasonable period for the transition to different personnel.

**10.4 Key Firms.** Design-Builder has been selected for this Project on the basis of not only its qualifications as a corporate entity, but also upon the basis of the qualifications of the key firms it intends to engage to perform the Work. Design-Builder agrees to engage such firms to perform the required services under this Contract, including the key firms identified below:

Firm	Role
DLR Group	Architectural Design
KPFF	Civil Design

These key firms, all of whom were named in Design-Builder proposal submitted in response to the Owner's Request for Qualifications and Proposals for the Project, will be engaged on the Project. These key firms shall be engaged for the complete scope identified in the Design-Builder's proposal. In the event Design-Builder proposes to substitute any of the key firms, Design-Builder shall demonstrate that the replacement firm possesses sufficient qualifications to perform the Work in question. Owner shall have the sole right to determine whether key firm proposed as substitutes is qualified to work on the Project.

## **Article 11**

### **Bonds and Insurance**

#### **11.1 Design-Builder's Insurance**

Unless a longer period of coverage is specified elsewhere in this Contract, prior to commencing Work, Design-Builder shall obtain at its sole expense and keep in force the following insurance coverages for a period of 365 days from Substantial Completion of all Work with insurance companies approved by the State Insurance Commissioner pursuant to Title 48 RCW.

All policies will name the Owner, its officers, officials, employees, and agents as additional insureds, except for the Design-Builder's Professional Liability policy and workers' compensation. The insurance provided must be with an insurance company with a rating of A: VIII or higher in the A.M. Best's Key Rating Guide or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII., which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). Owner reserves the right to approve the security of the insurance provided, the company, terms and coverage, the certificates of insurance, and endorsements and reserves the right to obtain complete copies of all policies from Design-Builder upon request.

**11.1.1 Coverages and Limits.** The insurance shall provide the minimum coverages and limits set forth below. Owner shall be provided 45 days written notice of cancellation. Owner does not warrant or represent that such coverages and limits are appropriate or adequate to protect Design-Builder. Neither Owner's specification nor approval of the insurance in this Contract, nor of its amount, nor providing coverage in these stated minimum limits shall be construed to relieve Design-Builder from liability more than such limits. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. Design-Builder may, at its expense, purchase larger coverage amounts.

The cost of any claim payments falling within the deductible shall be the sole responsibility of Design-Builder. Design-Builder's insurance shall be primary and non-contributory as respects the Owner, and any self-insurance or any other insurance maintained by Owner shall be excess and not contributing insurance with the Design-Builder's insurance. The Design-Builder's insurance coverage shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability. Design-Builder shall submit, upon execution of this Contract, Certificates of Insurance and additional insured endorsements acceptable to Owner or Owner's designee as evidence of all insurance required herein:

**11.1.1.1 Commercial General Liability Insurance.** A policy of Commercial General Liability Insurance on an industry standard insurance occurrence form: (CG 00 01) or equivalent, with limits of at least \$1,000,000 per occurrence / \$2,000,000 aggregate, including all coverage known as:

Per Project Aggregate endorsement (CG2503)

Premises/Operations Liability

Products/Completed Operations—for a period of six years following Substantial Completion

Personal/Advertising Injury

Contractual Liability

Independent Contractors Liability

Stop Gap or Employers Contingent Liability

The CGL insurance shall not exclude XCU or subsidence perils

**11.1.1.2 Employers Liability:**

- |     |             |                         |
|-----|-------------|-------------------------|
| (1) | \$1,000,000 | Each Accident           |
| (2) | \$1,000,000 | Disease - Policy Limit  |
| (3) | \$1,000,000 | Disease - Each Employee |



**11.1.1.3 Excess or Umbrella Liability.** \$10 million per occurrence and aggregate in excess of the primary CGL during construction and with Products/Completed Operations coverage for a period of six (6) years following Substantial Completion.

**11.1.1.4 Automobile.** Commercial Automobile Liability with a combined single limit of not less than \$5,000,000 for each accident and including coverage for transportation of pollutants. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy. The \$5,000,000 combined single limit may be met by a combination of primary and excess liability policies.

**11.1.1.5 Contractors Pollution Liability.** A policy providing coverage for claims involving remediation, disposal, or other handling of pollutants arising out of Design-Builder's work or operations for others; from the transportation of hazardous materials; or involving remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos. Such Pollution Liability policy shall provide at least \$5,000,000 per occurrence coverage for Bodily Injury and Property Damage. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

**11.1.1.6 Design-Builder's Professional Liability.**

(1) The Design-Builder's Design Consultant and Engineer will maintain for at least six (6) years after Substantial Completion Professional Liability/Errors and Omissions Liability insurance in an amount of not less than \$10,000,000 per claim and annual aggregate (deductible of up to \$150,000 permitted).

(2) The Design Sub-Consultants, and any other Subcontractor (including subcontractors of any tier) performing design services will maintain for at least six (6) years after Substantial Completion Professional Liability/Errors and Omissions Liability insurance in an amount of not less than \$2,000,000 per claim and annual aggregate (deductible of up to \$150,000 permitted).

(3) All parties required to procure and maintain insurance under this Section 11.1.1.6 (the "Insured Parties") shall promptly notify Owner of any material changes to, interruption of, or termination of this insurance, and will immediately procure replacement coverage. The Insured Parties either maintain active policy coverage, or an extended reporting period, providing coverage for claims first made and reported to the insurance company within six (6) years of Substantial Completion or termination of the Work under this Contract, whichever occurs first. Owner may modify these insurance requirements for certain entities, on a case-by-case basis, by providing written agreement of such modifications.

(4) If this policy is issued on a claims-made basis:

- a) The retroactive date must be shared and this date must be before the execution date of the contract or the beginning of contract work.
- b) Insurance must be maintained and evidence of insurance must be provided for at least six (6) years after completion of contract work.
- c) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work

date, the Contractor must purchase extended reporting period coverage for a minimum of six (6) years after completion of contract work.

d) A copy of the claims reporting requirements must be submitted to the Entity for review.

**11.1.1.7 Worker's Compensation.** Worker's Compensation coverage, as required by RCW Title 51. If Design-Builder is qualified as a self-insurer in accordance with RCW 51.14, Design-Builder shall so certify by letter signed by a corporate officer indicating that it is a qualified self-insured and setting forth the limits of any policy of excess insurance covering its employees.

**11.1.1.8 Builder's Risk.** The following provision applies unless the City provides written notice to Design-Builder prior to the execution of the GMP Amendment that the City will procure and maintain builder's risk coverage:

Prior to the start of any construction work the Design-Builder shall procure and maintain during the life of the Contract, or until acceptance of the project by Owner, whichever is longer, "All Risk" Builders Risk Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft, and if applicable, off-site storage and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof and include earthquake and flood and including Owner-furnished equipment valued at \$[to be added in GMP Amendment]. The policy shall include coverage for cost of making good for faulty workmanship and defective design (Leg 3 endorsement), and be endorsed to cover the interests, as they may appear, of Owner, Design-Builder, Subcontractor, and Subcontractors of all tiers with Owner and Subcontractors listed as a Named Insured. In the event of a loss to any or all the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Contract and acceptance of the project by Owner, the Design-Builder shall promptly reconstruct, repair, replace or restore all work and/or materials so destroyed. Nothing herein provided for shall in any way excuse the Design-Builder or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract.

**11.1.2 Self-Insurance.** At its sole option and in its sole discretion, Owner may accept Design-Builder's self-insurance for liability coverage in lieu of insurance from a commercial insurer. Design-Builder must provide a letter from its Corporate Risk Manager or appropriate Finance Officer representing and warranting the following minimum information: whether the self-insurance program is actuarially funded; the fund limits; any excess declaration pages to meet the contract requirements; a description of how Design-Builder would protect and defend Owner as an Additional Insured in their Self-Insured layer; and claims-handling directions in the event of a claim. Any amounts due to, sought by, or paid to third party claimants shall be the sole responsibility of Design-Builder, irrespective of whether such amount falls wholly within the level or amount of Design-Builder's self-insured retention.

**11.1.3 Waiver of Subrogation.** Design-Builder and Owner waive all rights against each other any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent of proceeds paid by the Builder's Risk insurance or other property insurance obtained pursuant to the Contract Documents. The policies shall provide such waivers by endorsement or otherwise.

**11.1.4 Design-Build Exclusions.** Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in this Contract. Design-Builder's liability insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build nature of the Project. Any professional liability insurance

shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build nature of the Project.

**11.1.6 Subcontractors (at any tier).** Design-Builder shall cause each Subcontractor to provide insurance that complies with all applicable requirements of the Design-Builder-provided insurance as set forth herein. Design-Builder shall have sole responsibility for determining the limits of coverage required, if any, to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices. Design-Builder shall also cause each Subcontractor to include Owner, its officers, officials, employees, and agents as additional insureds under each Subcontractor's Commercial General Liability and Commercial Automobile Liability policies.

**11.1.7 Insurance Verification.** The Owner uses third-party Trustlayer to verify insurance coverages. Design-Builder will upload all certificates of insurance, endorsements, and other evidences of insurance to Trustlayer's website. No statement from Trustlayer or on Trustlayer's website that insurance is accepted, complete, or compliant or otherwise limits the requirements of this Section 11.1 or excuses non-compliance with this Section 11.1. No statement from Trustlayer or on Trustlayer's website that an insurance requirement is waived or overridden limits the requirements of this Section 11.1 or excuses non-compliance with this Section 11.1.

**11.2 Performance and Payment Bond.** Design-Builder shall secure from a surety company acceptable to Owner, admitted and licensed in the State of Washington, and shall pay for performance and payment bonds covering the faithful performance of the Contract and payment of obligations arising under the Contract Documents, each in the full amount of the GMP plus sales tax, pursuant to RCW 39.08, "Contractor's Bond." The bond shall be on a form provided by Owner. The bond must be executed by a duly licensed surety company that is listed in the latest Circular 570 of the United States Treasury Department as being acceptable as surety on federal bonds. No surety's liability on the bond shall exceed the underwriting limitations for the respective surety specified in Circular 570. Said bonds shall meet all requirements of RCW 39.08 and shall also be issued by a surety with an A.M. Best rating of A/IX or better. All reinsurers that may be called upon to support or share in a surety's obligations specified in connection with the performance and payment bond obligations required of the Contractor by the Contract Documents must also have an A.M. Best rating of A/VIII or better. The scope of the bond or the form thereof prescribed in these Contract Documents shall in no way affect or alter the liabilities of Design-Builder to Owner as set forth herein. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond. The bond shall cover all Change Orders without further consent from the surety.

## **Article 12**

### **Other Provisions**

**12.1 Contract Exhibits.** The Exhibits to this Contract, incorporated herein by reference, are as follows:

- Exhibit A** Owner Provided Information
- Exhibit B** Owner's Initial Project Program
- Exhibit C** Phase 1A Work and Fee Proposal
- Exhibit D** Construction General Conditions Work – to be added via amendment
- Exhibit E** Equipment Rate Schedule – to be added via amendment

**Exhibit F** Design Builder's Initial Subcontracting Inclusion Plan – to be added via amendment

**12.2 CPARB Reporting.** Design-BUILDER shall provide Owner and, if requested, the Capital Projects Advisory Review Board ("CPARB") any project information required to be submitted by the Design-BUILDER in accordance with the provisions of Chapter 39.10 RCW and the requirements of CPARB.

**12.3 Notices.** All notices required to be given by any party to the other party under this Contract 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 as follows. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

**Owner:**

Scott Pattison  
City of Everett  
2930 Wetmore Ave, Suite 10-A  
Everett, WA 98201

*With copy to:*

Ethan Bernau  
SOJ  
1109 1st Ave, Suite 330  
Seattle, WA 98101

**Design-Builder:**

Stewart Potter, Assoc. DBIA, LEED GA  
Bayley Construction, LP  
8005 SE 28<sup>th</sup> Street  
Mercer Island, WA 98040

Either party may, by like notice, designate further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee. Notices and communications given by mail hereunder shall be deemed to have been given seventy-two (72) hours after the date of dispatch: all other notices shall be deemed to have been given upon receipt.

**12.4 Prior Professional Services Agreement.** Owner and Design-Builder are parties to the Professional Services Agreement dated as of February 16, 2025, for \$200,000 (the "Prior PSA") for certain Phase 1 work preceding Phase 1A. The \$200,000 under the Prior PSA has been paid to Design-Builder. This Contract supersedes and replaces the Prior PSA for all work under the Prior PSA. The Phase 1A Price of \$2,901,602.40 is only for Phase 1A and does not include the \$200,000 paid under the Prior PSA for Phase 1 work preceding Phase 1A.

\* \* \* \* \*

In executing this Contract, Design-Builder declares under penalty of perjury under the law of Washington and in accordance with RCW 39.04.350(2) that within the three-year period (or five-year period, if required by City of Everett ordinance) immediately preceding the date of the Request for Qualifications issued in this matter, it has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

This Contract may be signed with AdobeSign, which is fully binding.

**OWNER:**

CITY OF EVERETT

**DESIGN-BUILDER:**

BAYLEY CONSTRUCTION LP

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

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed Name)*

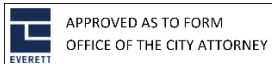
\_\_\_\_\_  
*(Title)*

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

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

Attest:

\_\_\_\_\_  
OFFICE OF THE CITY CLERK



**EXHIBIT A  
TO  
PROGRESSIVE DESIGN-BUILD CONTRACT**

Design-Build Contract for Everett Outdoor Events Center  
Exhibit A - Owner Provided Information

- Major League Baseball PDL Facility Standards (“Confidential Exhibit F”) provided to Bayley on 2/3/25
- United Soccer League Stadium Standards
  - League One (Men’s) Stadium Standards dated 9/14/22
  - USL Super League (Women’s) Stadium Standards dated 1/27/22

**EXHIBIT B  
TO  
PROGRESSIVE DESIGN-BUILD CONTRACT**



This document serves as a summary worksheet for all space requirements of the facility. This should be considered a working document and may be subject to change throughout the design process. Program requirements are divided into the following classifications:

- 1.0 Site Requirements
- 2.0 Spectator Seating
- 3.0 Spectator Facilities
- 4.0 Food & Retail Facilities
- 5.0 Media Facilities
- 6.0 Administrative Facilities
- 7.0 Team / Event Facilities
- 8.0 Playing Field Facilities
- 9.0 Service & Operations Facilities
- 10.0 Sound System & Scoreboard

1.0 SITE REQUIREMENTS							
Class No.	Space Type	Units	SF	Total SF	Description	MLB Req'd	
1.1	SITE REQUIREMENTS						
1.1.1	Site Ingress & Egress				Provide adequate ingress & egress onto and around site.		
1.1.2	Site Circulation				Provide easily understandable vehicle circulation, parking & pedestrian flow.		
1.1.3	Site Graphics				Provide appropriate graphics, safety & control devices to aid movement.		
1.1.4	On-Site Drainage & Utilities				Provide in accordance with applicable codes and ordinances.		
1.1.5	Parking - General				Provide minimum of <b>1000</b> stalls (at 1 stall per 3 patrons) within 10 minute walk.		
1.1.6	Parking - ADA	8	300	2,400	Provide in accordance with applicable codes and ordinances.		
1.1.7	Parking - VIP	100	300	30,000	Provide controllable zone of <b>100</b> stalls for VIP patrons.		
1.1.8	Parking - MiLB Team / Staff	50	300	15,000	Provide fenced/secured zone of <b>50</b> stalls for team and staff.		15,000
1.1.9	Bicycle Parking	20	5	100	Desired by the City. LEED opportunity		
1.1.10	Pedestrian Circulation				Pedestrian walkways & plazas, landscaping to meet ordinances.		
1.1.11	Emergency Vehicle Parking	1	350	350	Ambulance parking during event with clear and direct access to the field		

2.0 SPECTATOR SEATING							
Class No.	Space Type	Units	SF	Total SF	Description	MLB Req'd	
2.1	SEATING - LOWER BOWL	3,572		22,080			
2.1.1	Fixed Seating	3,500	6	21,000	20" armchairs 33" Concrete Treads & Risers		
2.1.2	ADA Space(s)	36	20	720	Provide at all price levels. Increase above code minimums		
2.1.3	ADA Companion Seating	36	10	360	Provide at all price levels.		
2.2	SEATING - Rail Seats	0		0			
2.2.1	Fixed Seating	0	8	0	21" armchairs on 36" concrete treads & risers. Assume seats in main bowl.		
2.2.2	ADA Space(s)	0	20	0	Minimum 1% of Fixed Seating count.		
2.2.3	ADA Companion Seating	0	10	0	Minimum 1% of Fixed Seating count.		
2.3	SEATING - Club Seats	206		1,690			
2.3.1	Fixed Seating	200	8	1,600	22" armchairs on 42" concrete treads & risers. Assume seats in main bowl.		
2.3.2	ADA Space(s)	3	20	60	Minimum 1% of Fixed Seating count.		
2.3.3	ADA Companion Seating	3	10	30	Minimum 1% of Fixed Seating count.		
2.4	SEATING - SUITE	48		480			
2.4.1	Fixed Seating	48	10	480	22" armchairs on 42" concrete treads & risers. 4 suites @ 12 seats each		
2.4.2	ADA Space(s)	0	20	0	ADA spaces provided by two (2) removable fixed seats in each suite.		
2.4.3	ADA Companion Seating	0	10	0	Utilize armchair adjacent to wheelchair space (at removable seats).		
2.5	SEATING - PARTY DECKS	0		0	Two areas (1) @ sf & (1) @ sf		
2.5.1	Third Base Deck	0	10	0			
2.5.2	First Base Deck	0	10	0			
2.5.3	Museum Deck	0	10	0			
2.6	SEATING - LOGE BOX	40		400	Located between ADA seating on concourse		
2.6.1	Fixed Seating	40	10	400	Fixed chairs with drink rail, 4 Topps opportunity. (10 Loge Boxes @ 4 seats each)		
2.6.2	ADA Space(s)	0	20	0			
2.6.3	ADA Companion Seating	0	10	0			
2.7	SEATING - BLEACHERS	0		0	Not desired		
2.7.1	Fixed Seating	0	6	0	18" Bench Seats. Assume seats in outfield lower bowl.		
2.7.2	ADA Space(s)	0	20	0	Minimum 1% of Fixed Seating count.		
2.7.3	ADA Companion Seating	0	10	0	Minimum 1% of Fixed Seating count.		
2.8	SEATING - PICNIC AREAS & SRO			7,000			
2.8.1	Concrete Seating & Standing Area	700	10	7,000	NSF - Concrete Standing Area		
2.8.2	ADA Space(s)	0	20	0	NSF - Concrete Standing Area		
2.8.3	ADA Companion Seating	0	10	0	NSF - Concrete Standing Area		
2.9	SEATING - BERM (SLOPED & TERRACED)			5,000			
2.9.1	Berm Seating Area	500	10	5,000	Sloped grass seating areas and terraced grass areas.		
2.9.2	ADA Space(s)	0	20	0	Minimum 1% of Fixed Seating count.		
2.9.3	ADA Companion Seating	0	10	0	Minimum 1% of Fixed Seating count.		
	TOTAL SEATING	3,866		31,650	NSF - Concrete Seating Area		
	LOWER DECK W/ ADA & COMPANION	3,612		29,480	NSF - Concrete Seating Area		
	UPPER DECK W/ ADA & COMPANION	254		2,170	NSF - Concrete Seating Area		
	TOTAL CAPACITY	5,066		36,650	NSF		

3.0 SPECTATOR FACILITIES							
Class No.	Space Type	Units	SF	Total SF	Description	MLB Req'd	
<b>3.1</b>	<b>SUITES &amp; CLUBS</b>			<b>5,680</b>			
3.1.1	Suites						
3.1.1.a	Season-Long	4	300	1,200	Premium location for both MiLB and USL (4 suites @ 12 seats each)		
3.1.1.b	Field / Pitch-side Suites	0	300	0	Locate on field, quantity and SF is TBD.		
3.1.1.c	City Use	0	300	0	Locate on Press/Suite Level.		
3.1.1.d	Double Wide	0	300	0	Two suites that can be converted into one large suite		
3.1.2	Suite Lounge	4	120	480	Gathering areas along Suite Concourse.		
3.1.3	Indoor Stadium Club	200	20	4,000	Indoor Club area (sized for 200 club seats @ 15 sf/person). --- Banquet for 200		
3.1.4	Outdoor Party Deck / Stadium Club	100	20	2,000	Outdoor Club area / Party Deck. Can be converted to future suites.		
<b>3.2</b>	<b>GROUP SALES AREAS</b>			<b>7,500</b>			
3.2.1	Picnic Areas						
3.2.2	Group Area (SRO) - Concourse	500	15	7,500	Area accommodating +/- 500 people each. Near Group Seating.		
<b>3.3</b>	<b>PUBLIC TOILETS</b>			<b>5,390</b>			
3.3.1	<b>Toilets - Lower Deck + Loge Box + Bleachers + Berms + Picnic + SRO</b>						
3.3.1.a	Women's Toilet (Fixtures)	56	50	2,800	Total Fixtures = Water Closets + Lavatories		
	Water Closets	44			Prelim Count for general seating (3,500) areas based upon <b>2021 IBC.</b>		
	Lavatories	12			Prelim Count for general seating (3,500) areas based upon <b>2021 IBC.</b>		
3.3.1.b	Men's Toilet (Fixtures)	32	50	1,600	Total Fixtures = Urinals + Water Closets + Lavatories		
	Toilets	23			Prelim Count for general seating (3,500) areas based upon <b>2021 IBC.</b>		
	Urinals	15			2/3 of total Toilet Count		
	Water Closets	8			1/3 of total Toilet Count		
	Lavatories	9			Prelim Count for general seating (3,500) areas based upon <b>2021 IBC.</b>		
3.3.1.c	Family Toilet	2	80	160	Provide 1 water closet, 1 lav in each. Locate one each on 1st and 3rd base sides.		
3.3.1.d	Custodial / Storage Closet	4	50	200	One closet per pair of men & women toilet rooms.		
3.3.2	<b>Toilets - Suites + Stadium Club</b>						
3.3.2.a	Women's Toilet (Fixtures)	5	50	250	Total Fixtures = Water Closets + Lavatories		
	Water Closets	3			Prelim Count for general seating areas based upon <b>2021 IBC.</b>		
	Lavatories	2			Prelim Count for general seating areas based upon <b>2021 IBC.</b>		
3.3.2.b	Men's Toilet (Fixtures)	5	50	250	Total Fixtures = Urinals + Water Closets + Lavatories		
	Toilets	3			Prelim Count for general seating areas based upon <b>2021 IBC.</b>		
	Urinals	2			2/3 of total Toilet Count		
	Water Closets	1			1/3 of total Toilet Count		
	Lavatories	2			Prelim Count for general seating areas based upon <b>2021 IBC.</b>		
3.3.2.c	Family Toilet	1	80	80	Provide 1 water closet, 1 lav.		
3.3.2.d	Custodial / Storage Closet	1	50	50	One closet per pair of men & women toilet rooms.		
3.3.3							
3.3.3.a	Women's Toilet (Fixtures)		50	0	Total Fixtures = Water Closets + Lavatories		
	Water Closets				Prelim Count for general seating areas based upon <b>2021 IBC.</b>		
	Lavatories				Prelim Count for general seating areas based upon <b>2021 IBC.</b>		
3.3.3.b	Men's Toilet (Fixtures)		50	0	Total Fixtures = Urinals + Water Closets + Lavatories		
	Toilets				Prelim Count for general seating areas based upon <b>2021 IBC.</b>		
	Urinals				2/3 of total Toilet Count		
	Water Closets	0			1/3 of total Toilet Count		
	Lavatories				Prelim Count for general seating areas based upon <b>2021 IBC.</b>		
3.3.3.c	Family Toilet		80	0	Provide 1 water closet, 1 lav in each.		
3.3.3.d	Custodial / Storage Closet		50	0	One closet per pair of men & women toilet rooms.		
<b>3.4</b>	<b>GUEST SERVICES</b>			<b>675</b>			
3.4.1	Guest Services/Marketing	1	120	120	Locate in highly visible location on Main Concourse.		
3.4.2	First Aid	1	200	200	Locate on Main Concourse. Includes RR. Near Guest Services		
3.4.3	Security Office @ Maint / Team Area	1	140	140	Command post for game-day security. No Holding Room.		140
3.4.4	ATM	2			Locate on concourse—one each along 1st and 3rd base sides.		
3.4.5	Public Telephones	4			Locate on concourse—two each along 1st and 3rd base sides.		
3.4.6	Mothers' Room	1	150	150	Locate near Guest Services		
3.4.7	Family RR	1	65	65	Locate near Guest Services		
<b>3.5</b>	<b>MISCELLANEOUS PUBLIC AREAS</b>			<b>5,000</b>			
3.5.1	Outdoor Bar	0	0	0	One (1) large area with view of field. Provide area for tables, stage, etc.		
3.5.2	Kid's Play Area	1	5,000	5,000	One (1) large area with view of field. Provide area for the following: - Play equipment, slab for carousel, wiffleball field		
<b>3.6</b>	<b>CIRCULATION</b>			<b>32,760</b>			
3.6.1	Concourses						
3.6.1.a	Main Concourse	5,000	5	25,000	Open concourse with view of field as much as possible.		
3.6.1.b	Suite Corridor	48	6	290	Circulation between lobby, suites, restrooms, pantry, storage, etc.		
3.6.2	Elevator Lobbies						
3.6.2.a	Public Elevator Lobby	1	250	750	Assume at three (3) levels - Locker, Concourse, Suite/Press.		
3.6.2.b	Service Elevator Lobby	1	250	750	Assume at three (3) levels - Locker, Concourse, Suite/Press.		
3.6.2.c	Team Offices Elevator Lobby	1	250	750	Assume at three (3) levels - Concourse, 2nd Floor Team Offices, Roof Top		
3.6.3	Vertical Circulation						
3.6.3.a	Ramps	0	0	0			
3.6.3.b	Stairs	3	480	4,320	Assume at three (3) levels - Field, Concourse, Suite/Press.		
3.6.3.c	Elevators - Public	2	100	600	Assume at three (3) levels - Field, Concourse, Suite/Press.		
3.6.3.d	Elevators - Service	1	100	300	Assume at three (3) levels - Field, Concourse, Suite/Press.		
<b>Total - Enclosed Areas</b>				<b>18,755 NSF</b>		<b>140 NSF</b>	
<b>Net to gross 15%</b>				<b>2,820 SF</b>		<b>30 SF</b>	
<b>Total - Outdoor Areas</b>				<b>37,500 SF</b>		<b>- SF</b>	
<b>TOTAL</b>				<b>59,075 GSF</b>		<b>170 GSF</b>	

4.0 FOOD & RETAIL FACILITIES						
Class No.	Space Type	Units	SF	Total SF	Description	MLB Req'd
<b>4.1</b>	<b>CONCESSIONS</b>			<b>1,700</b>		-
4.1.1	Concession Stand POS					
4.1.1.a	Main Concourse Stands	10	120	1,200	Based on 1 POS per <b>150</b> spectators - Includes storage area. (20) Inc 10 Portables	
4.1.1.b	Suite Level Stands	0	0	0	Assumes served by pantry.	
4.1.2	Vendor Commissary	20	25	500	Based on 1 unit per <b>150</b> spectators. For use by vendors.	
<b>4.1.3</b>	Food Court Seating Area	0	0	0	Not enclosed. Locate in highly-visible portion of Main Concourse.	
<b>4.1.4</b>	Grab and Go Concessions	0	0	0	Locate on Main Concourse - Coordinate MEP requirements.	
4.1.5	Portable Concessions	10	0	0	Locate on Main Concourse - no additional sf req'd. Coordinate MEP requirements.	
4.1.6	Drinking Fountains					
4.1.6.a	Main Concourse	5			Provide drinking fountains on concourse @ 1 per 1000 spectators.	
4.1.6.b	Suite Level	1			Provide drinking fountains on concourse @ 1 per 1000 spectators.	
<b>4.2</b>	<b>RESTAURANTS / BARS</b>			<b>1,500</b>		-
4.2.1	Restaurant / Bar	100	15	1,500	One (1) enclosed area for 100 occupants, located with interior and exterior access.	
<b>4.2.2</b>	Club Bar	0	15	0	One (1) enclosed area - locate adjacent to Club Seats.	
<b>4.3</b>	<b>COMMISSARY / FOOD PREP</b>			<b>3,300</b>		-
<b>4.3.1</b>	Central Kitchen	1	1,000	1,000	Main food prep area. Locate adjacent to Commissary Storage.	
<b>4.3.2</b>	Commissary Storage	1	1,800	1,800	Main food storage area. Locate convenient to Loading Area.	
<b>4.3.3</b>	Suite Pantry	1	500	500	Locate on Suite Level convenient to Service Elevator.	
<b>4.3.4</b>	Club Food Pantry	0	500	0	Locate on Suite Level convenient to Service Elevator.	
<b>4.4</b>	<b>RETAIL</b>			<b>750</b>		-
4.4.1	Team Store	1	500	500	Direct access to inside & outside park. Potentially located in existing building.	
4.4.2	Team Store Storage	1	250	250	Locate adjacent to Team Store.	
4.4.5	Portable Novelty Sales	2				
<b>4.5</b>	<b>CONCESSIONAIRE'S SPACES</b>			<b>510</b>		-
<b>4.5.1</b>	Reception	1	100	100		
<b>4.5.2</b>	Offices - Walled					
<b>4.5.2.a</b>	Food Service Manager	1	120	120		
<b>4.5.2.b</b>	Food Service Asst. Manager	1	120	120		
<b>4.5.3</b>	Cash Room / Vault	1	120	120		
<b>4.5.4</b>	Storage	1	50	50		
<b>Total - Enclosed Areas</b>				<b>7,760 NSF</b>		-
<b>Net to gross 20%</b>				<b>1,560 SF</b>		-
<b>TOTAL</b>				<b>9,320 GSF</b>		-

5.0 MEDIA FACILITIES						
Class No.	Space Type	Units	SF	Total SF	Description	MLB Req'd
<b>5.1</b>	<b>PRESS BOX</b>			<b>1,150</b>		<b>470</b>
5.1.1	Writing Press	1	200	200	Accommodate <b>8</b> writers. Work/serving counters at back of room.	
5.1.2	TV Broadcast Booth - Home	1	120	120	Size to accommodate talent + camera	
5.1.3	TV Broadcast Booth - Visitor	0	120	0	Size to accommodate talent + camera. Locate adjacent to Home TV Booth	
5.1.4	Radio Broadcast Booth	2	100	200	Two (2) - Locate adjacent to TV Broadcast Booth.	
5.1.5	Scoreboard Control					
5.1.5.a	PA / Scoreboard / Sound	1	350	350	Locate at end of Press Box.	350
5.1.5.b	A/V Equipment Room	1	100	100	Locate adjacent to PA / Scoreboard / Sound Room.	
5.1.5.c	Electrical Room	1	60	60	Locate in Press Box.	
5.1.6	MLB Personnel	1	120	120	Locate in Press Box. 2 personnel, 6 Linear Ft of counter w/ view to field	120
<b>5.2</b>	<b>PRESS BOX SUPPORT</b>			<b>440</b>		-
5.2.1	Press Toilet - Women	1	80	80	Provide 1 water closet, 1 lav.	
5.2.2	Press Toilet - Men	1	80	80	Provide 1 water closet, 1 urinal, 1 lav.	
5.2.3	Workroom	1	120	120	Provide area for copier, fax, and media materials.	
5.2.4	Storage	1	80	80	Provide for general press storage.	
5.2.5	Lounge	0	200	0	Food Service	
5.2.6	Janitor	1	80	80		
<b>5.3</b>	<b>CAMERAS</b>			<b>736</b>		-
5.3.1	Camera Locations					
5.3.1.a	High Home	1	64	64	Can be included with TV Broadcast Booth.	
5.3.1.b	Low 1st and 3rd	2	160	320	Locate at ends of Dugouts.	
5.3.1.c	High 1st and 3rd	2	64	128	Locate on Main Concourse.	
5.3.1.d	Center field	1	64	64	Locate on 3rd base side of Batter's Eye.	
5.3.1.e	Wireless	2	0	0	Allow for roaming cameras.	
5.3.2	Still Photo Locations					
5.3.2.a	Low 1st and 3rd	2	80	160	Locate at ends of Dugouts. May be shared with Low 1st and 3rd Camera Locations.	
<b>5.4</b>	<b>MEDIA SUPPORT</b>			<b>0</b>		-
5.4.1	Interview Room	0	300	0	Locate near Clubhouses.	
5.4.2	Toilet - Women	0	80	0	Locate adjacent to Interview Room.	
5.4.3	Toilet - Men	0	80	0	Locate adjacent to Interview Room.	
<b>Total - Enclosed Areas</b>				<b>1,590 NSF</b>		<b>470 NSF</b>
<b>Net to gross 25%</b>				<b>400 SF</b>		<b>120 SF</b>
<b>Total - Outdoor Areas</b>				<b>736 SF</b>		<b>- SF</b>
<b>TOTAL</b>				<b>2,726 GSF</b>		<b>590 GSF</b>

6.0 ADMINISTRATIVE FACILITIES						
Class No.	Space Type	Units	SF	Total SF	Description	MLB Req'd
<b>6.1</b>	<b>ADMINISTRATIVE OFFICES</b>			<b>3,050</b>	Potentially located in existing building on site, phase 1.	-
6.1.1	Reception / Waiting Area	1	200	200		
6.1.2	Offices - Walled					
6.1.2.a	Team Owner	1	250	250		
6.1.2.b	Team President	1	250	250		
6.1.2.c	General Manager	1	220	220		
6.1.2.d	Asst. General Manager	0	200	0		
6.1.2.e	Merchandise Manager	0	150	0		
6.1.2.f	Office Manager	0	150	0		
6.1.2.g	Accounting Manager	0	150	0		
6.1.2.h	Director of Promotions	0	150	0		
6.1.2.i	Media Relations	0	150	0		
6.1.2.j	TBD	0	150	0		
6.1.3	Board Room	0	600	0		
6.1.4	Conference Rooms	1	250	250	Shared with USL	
6.1.5	Open Office (10 cubicles)	10	100	1,000		
6.1.6	Kitchen / Break Room	1	200	200	Shared with USL	
6.1.7	Copy / Mail / Work Room	1	200	200	Shared with USL	
6.1.8	IT / Telecommunications Room	1	120	120	Shared with USL	
6.1.9	Toilet - Women	1	180	180	Provide 2 water closets, 2 lavs, 1 shower.	
6.1.10	Toilet - Men	1	180	180	Provide 1 urinal, 1 water closet, 2 lavs, 1 shower.	
<b>6.2</b>	<b>Ticketing</b>			<b>800</b>		-
6.2.1	Ticket Windows					
6.2.1.a	Main Entry	1	200	200	Provide four (4) ticket windows adjacent to Main Entrance.	
6.2.1.b	Secondary Entry	0	100	0	Provide two (2) ticket windows adjacent to Entrance.	
6.2.2	Offices - Walled					
6.2.2.a	Ticket Manager & assistant mgr	1	300	300	Shared office space	
6.2.3	Man Trap	1	100	100	Provides access to Counting Room.	
6.2.4	Counting Room	1	200	200	Includes safe.	
<b>Total - Enclosed Areas</b>				<b>3,850 NSF</b>		-
<b>Net to gross 35%</b>				<b>1,350 SF</b>		-
<b>TOTAL</b>				<b>5,200 GSF</b>		-

7.0		TEAM / EVENT FACILITIES					
Class No.		Space Type	Units	SF	Total SF	Description	MLB Req'd
7.1		HOME CLUBHOUSE			5,845		5,395
	7.1.1	Team Dressing Area	1	1,000	1,000	Provide thirty two (32) 36"x72" lockers	1,000
	7.1.2	Toilet Room	1	320	320	Provide 2 urinals, 2 water closets, 8 lavs.	320
	7.1.3	Shower Room	1	180	180	Provide 10 showerheads.	180
	7.1.4	Drying Area	1	120	120	Locate adjacent to Shower Room.	120
	7.1.5	Custodial Closet	1	50	50	Locate adjacent to Shower & Toilet Rooms.	
	7.1.6	Training Room	1	400	400	Provide three (3) taping tables and wet hydrotherapy equipment area – (3) Whirlpools (1) ice machine (1) sink	400
	7.1.7	Trainer's Office	1	150	150	Provide two (2) desks and lockable casework. Provide view into taping & hydro area.	150
	7.1.8	Home Staff / Coaches' Locker Room	1	320	320	Provide Ten (10) 36"x72" lockers [8 Req] (32sf per locker recommended)	320
	7.1.9	Home Staff / Coaches' Toilets and Showers	1	225	225	Provide 1 urinal, 1 water closet, 2 lavs, 2 shower hds	225
	7.1.10	Home Field Manager's Office	1	200	200	Provide desk and small conference table - 6-8 in meeting.	200
	7.1.11	Home Field Manager's Toilet and Shower	1	130	130	Provide one (1) 36"x72" locker, 1 urinal, 1 water closet, 1 shower	130
	7.1.12	Team Commissary and Dining Area	1	300	300	Include meal serving area kitchenette area (elec. range w/oven & hood, 21 cf refrig, DW, kit sink w/disposal, and trash compactor.	300
	7.1.13	Team Dietician Office	0	150	0	Dietician's Office	
	7.1.14	Equip Manager Storage/Kitchen	1	300	300	Locate with direct access to Locker Room.	300
	7.1.15	Clubbies Lockers/RR/Shwr	0	200	0	Locate adjacent to Equipment Manager	
	7.1.16	Team Storage	1	200	200	Team Storage	200
	7.1.17	MLB Parent Club Storage Room	1	200	200	Lockable, year-round storage of MLB franchise-owned equipment.	200
	7.1.18	Laundry Room	1	300	300	Locate adj to Equip Mgr/Stor. (2) 50 Lb Washers (2) 70 Lb Dryer	300
	7.1.19	Weight Room	1	750	750	Visible from Strength Coach's Off. Shared between home / visitors	750
	7.1.20	Weight Room strength coach office	1	150	150	View to weight room – storage for supplements	
	7.1.21	Family Waiting Area w/ RR	1	300	300	Locate w/ direct access to Lobby area, near Team Dress Room.	300
	7.1.22	Video Coaching Area/Conf Room	1	250	250	Per 2/11/25 conversation, does this want to be larger?	
	7.1.23	Team Toilet	0	85	0	One group at each tunnel entrance	
	7.1.24	Bat Swing	0	150	0	Space for tee and net	
7.2		BATBOY/BATGIRL LOCKERS			0		-
	7.2.1	Clubhouse (Clubbie) Attend. Lockers	0	100	0		
7.3		MASCOT / STAR DRESSING AREA			150		-
	7.3.1	Dressing Room	1	80	80	Combine in one locker room/well ventilated	
	7.3.2	Toilet / Shower Room	1	70	70		
7.4		VISITOR CLUBHOUSE			2,855	Shared with MiLB and M & W USL teams.	2,705
	7.4.1	Team Dressing Area	1	1,000	1,000	Provide thirty two (32) 36"x72" lockers – 32 Lockers	1,000
	7.4.2	Toilet Room	1	250	250	Provide 4 water closets, 4 lavs.	250
	7.4.3	Shower Room	1	150	150	Provide 8 showerheads.	150
	7.4.4	Drying Area	1	100	100	Locate adjacent to Shower Room.	100
	7.4.5	Custodial Closet	1	50	50	Locate adjacent to Shower & Toilet Rooms.	
	7.4.6	Training Room	1	300	300	Provide one (2) taping table (2) whirlpool	300
	7.4.7	Trainers Office	1	100	100	Provide office for trainer	
	7.4.8	Visiting Staff / Coaches' Locker Room	1	230	230	Provide seven(7) 36"x72" lockers (per cap 1/32sf – 7 @36"w x 72"h)	230
	7.4.9	Visiting Field Manager's Office	1	150	150	Provide one (1) 36"x72" locker and desk. – 36"x72"	150
	7.4.10	Visiting Coaches' & Manager's Tlt/Shwr	1	225	225	Provide 2 urin, 2 wcs, 4 lavs, 4 shwr heads	225
	7.4.11	Team Commissary and Dining Area	1	300	300	Include small kitchenette area (elec. range w/oven & hood, 21 cf refrig, DW, kit sink w/disposal, and trash compact.	300
	7.4.12	Team Clubby	0	100	0	Locate with direct access to Locker Room.	
	7.4.13	Team Laundry	0	300	0	Shared with Home Clubhouse Laundry.	
7.5		FEMALE STAFF FACILITIES			400		350
	7.5.1	Locker Room	1	200	200	Provide four (4) 36"x72" lockers (near home and vis clubhouse) Split into two.	200
	7.5.2	Toilet / Shower Room	1	150	150	Provide 2 wcs, 2 lavs, 2 shwr heads	150
	7.5.3	Custodial Closet	1	50	50	Locate adjacent to Shower & Toilet Rooms.	
7.6		OFFICIALS' FACILITIES			750		350
	7.6.1	Officials' Locker Room	2	200	400	Provide four (5) 36"x72" lockers. Split into two (2) to accommodate USL req.	200
	7.6.2	Officials' Toilet/Shower	2	150	300	Provide 2 water closet, 2 lavs, 2 shower heads.	150
	7.6.3	Custodial Closet	1	50	50	Locate adjacent to Shower & Toilet Rooms.	
7.7		TUNNELS / ACCESS WAYS			7,200		2,000
	7.7.1	Batting Tunnels	2	2,000	4,000	Enclosed. Accessible to all clubhouses. Two 12h x 15w x 75l +5' buffer around	2000
	7.7.2	Batting Tunnel Storage	1	200	200	Enclosed. Locate adjacent to Batting Tunnel.	
	7.7.3	Player Dugout Access	2	1,000	2,000	Provide enclosed access from Clubhouses to Dugout.	
	7.7.4	Officials Field Access	1	1,000		Provide enclosed access from Officials' Facilities to Playing Field.	
	7.7.5	Public Field Access	1	1,000	1,000	Prov. enclosed access with disabled stg access/umpire access	
Total - Enclosed Areas					17,200		10,800 NSF
Net to gross 25%					4,300		2,700 SF
TOTAL					21,500 GSF		13,500 GSF

8.0 PLAYING FIELD FACILITIES						
Class No.	Space Type	Units	SF	Total SF	Description	MLB Req'd
<b>8.1</b>	<b>PLAYING FIELD</b>			<b>125,000</b>		<b>125,000</b>
8.1.1	Playing Field	1		125,000	Provide drainage and infrastructure for change overs.	125,000
8.1.2	Playing Field Dimensions				Comply with NAPBL minimums: 325' at foul poles, 400' at center field.	
8.1.3	Field Wall				Minimum 8' tall, padding. Make outfield wall unique.	
<b>8.2</b>	<b>BULLPENS</b>			<b>2,400</b>		<b>2,400</b>
8.2.1	Bullpens	2	1,200	2,400	Provide based on PDL requirements, covered seating area.	2,400
8.2.2	Bullpen Toilets	0	80	0	Provide adjacent to bullpens if too remote from dugouts.	
<b>8.3</b>	<b>DUGOUTS</b>			<b>2,560</b>		<b>2,280</b>
8.3.1	Dugouts	2	1,000	2,000	Each to include 45-person bench, bat/helmet rack, elec. water cooler, house phone.	2,000
8.3.2	Dugout Storage	2	80	160	Locate within dugout (at end) or adjacent to Player Dugout Access.	160
8.3.3	Dugout Toilets	2	60	120	Locate within dugout (at end) or adjacent to Player Dugout Access.	120
8.3.4	Bat Swing Areas	2	140	280	Locate along Player Dugout Access.	
<b>8.4</b>	<b>FIELD EQUIPMENT</b>			<b>2,000</b>		<b>2,000</b>
8.4.1	Field Equipment Storage	1	2,000	2,000	Outdoor area for batting cage, field screens, drags, and marking equipment.	2,000
8.4.2	Batter's Eye Screen				Monochromatic background in center field. Minimum size of 16' high x 32' tall.	
8.4.3	Foul Poles	2			Recommended minimum 45' tall.	
8.4.4	Flag Poles	3			Provide 3 flagpoles.	
8.4.5	Backstop	1			Cable-supported. Foul pole to foul pole.	
8.4.6	Playing Field Tarp				Determine safe area in foul territory, or create cut-out in seating bowl.	
<b>8.5</b>	<b>SPORTS LIGHTING</b>					-
8.5.1	Sports Lighting System				Provide A standards as minimum - 120 fc infield, 70 fc outfield. <i>USL is uniform.</i>	
<b>Total - Enclosed Areas</b>				<b>2,560 NSF</b>		<b>2,280 NSF</b>
Net to gross 10%				260 SF		230 SF
<b>Total - Outdoor Areas</b>				<b>129,400 SF</b>		<b>129,400 SF</b>
<b>TOTAL</b>				<b>132,220 GSF</b>		<b>131,910 GSF</b>

9.0 SERVICE & OPERATIONS FACILITIES						
Class No.	Space Type	Units	SF	Total SF	Description	MLB Req'd
<b>9.1</b>	<b>STADIUM PERSONNEL FACILITIES</b>			<b>700</b>		
9.1.1	Entrance/Security	1	200	200	Provide direct access to toilets.	
9.1.2	Toilet Room - Women	1	150	150	Provide 2 water closets, 2 lavs.	
9.1.3	Toilet Room - Men	1	150	150	Provide 1 urinal, 1 water closet, 2 lavs.	
9.1.4	Break Room	1	200	200	Provide indoor or covered outdoor space screened from ticket holders	
<b>9.2</b>	<b>STORAGE</b>			<b>1,040</b>		
9.2.1	Promotions Storage					
9.2.1.a	Promo Storage	3	80	240	Locate at each entry for storage of game-day promotions/program storage.	
9.2.1.b	Field Promo Storage	1	200	200	Locate with direct access to field.	
9.2.2	General Storage					
9.2.2.a	Concourse General Storage	2	200	400	Locate one (1) each on 1st and 3rd base sides.	
9.2.2.b	Suite Level General Storage	0	120	0	Locate one (1) each on 1st and 3rd base sides.	
9.2.2.c	Concourse Group Sales Stor.	0	200	0	Locate one (1) adjacent to Group Sales Area.	
9.2.2.d	Picnic Area Storage	0	200	0	Locate adjacent to Picnic Area.	
9.2.2.e	Kid's Play Area Storage	0	200	0	Locate adjacent to Kid's Play Area.	
9.2.2.f	Attic Stock	1	200	200	Locate adj to Field Maint Area. Store surplus seating parts, etc.	
<b>9.3</b>	<b>LOADING DOCK</b>			<b>2,000</b>		
9.3.1	Loading Dock	1	800	800	Outdoor Area for truck loading/unloading.	
9.3.2	Trash Compactor Room	1	700	700	Enclosed and air-conditioned room. Adjacent to Loading Dock.	
9.3.3	Recycling Bins	1	500	500	Enclosed area. Locate adjacent to Trash Compactor Room.	
<b>9.4</b>	<b>TV VAN PARKING</b>			<b>3,000</b>		
9.4.1	TV Van Parking	1	3,000	3,000	Locate adjacent to stadium. Most likely used for other event vehicle parking.	
<b>9.5</b>	<b>STADIUM / FIELD MAINTENANCE/STORAGE</b>			<b>3,110</b>		
9.5.1	Maintenance Shop/Custodial Storage	1	1,500	1,500		
9.5.2	General Storage	1	200	200		
9.5.3	Field Maintenance Storage	1	400	400	Tool Storage	
9.5.4	Custodial Maintenance Office	1	120	120		
9.5.5	Groundskeeping Office	1	120	120		
9.5.6	Maint./Grounds. Lockers	1	250	250	6-8 lockers with integral combination lock	
9.5.7	Maint./Grounds. Break Room	1	200	200	Casework with sink	
9.5.8	Toilet / Shower Room	1	120	120	2 water closets, 2 lavs, 2 individual showers/drying area	
9.5.9	Bin Storage	1	200	200	Located at Field Maint. Shop -	
<b>9.6</b>	<b>M/E/P FACILITIES</b>			<b>3,500</b>		
9.6.1	Mechanical					
9.6.1.a	- Mechanical Space	1	2,000	2,000	Initial area assumed to be 4% of net building area - distributed appropriately.	
9.6.2	Electrical					
9.6.2.a	- Main Electrical Room	1	350	350	Location to be determined.	
9.6.2.b	- Emergency Electrical Room	1	100	100	Location to be determined.	
9.6.2.c	- Secondary Electrical Room	2	90	180	Location to be determined.	
9.6.2.d	- Elevator Machine Room	1	100	100	Locate one (1) adjacent to each elevator - public and service.	
9.6.2.e	- Show Power				Provide Show Power capabilities. Assume stage at outfield	
9.6.2.f	- Fire and Security System				Provide Fire and Security Systems.	
9.6.3	Plumbing					
9.6.3.a	- Fire Pump Room	1	150	150	Location to be determined.	
9.6.3.b	- Water Heater Room	1	200	200	Location to be determined.	
9.6.4	Telecommunications					
9.6.4.a	- Main Telecom Room	1	150	150	Location to be determined.	
9.6.4.b	- Secondary Telecom Room	2	85	170	Location to be determined.	
9.6.4.c	- Fiber Optic Connectivity				Provide connectivity for offices, concessions, ticketing, gift shop, press box, etc.	
9.6.5	Audio/Visual					
9.6.5.a	- Sound Rack / A/V	2	50	100	Location to be determined.	
<b>Total - Enclosed Areas</b>				<b>8,150 NSF</b>		
<b>Net to gross 20%</b>				<b>1,630 SF</b>		- SF
<b>Total - Outdoor Areas</b>				<b>5,200 SF</b>		
<b>TOTAL</b>				<b>14,980 GSF</b>		- SF

10.0 SOUND SYSTEM & SCOREBOARD						
Class No.	Space Type	Units	SF	Total SF	Description	MLB Req'd
<b>10.1</b>	<b>SCOREBOARD</b>			<b>0</b>		
10.1.1	Main Scoreboard	1	0	0	Relocated from Funko Field, Phase 1. No part of scoreboard within 50' of centerline of field.	
<b>10.2</b>	<b>SOUND SYSTEM</b>			<b>0</b>		
10.2.1	Sound System	1	0	0	Provide distributed sound system throughout entire stadium. Areas to serve include:	
					- Entrances	
					- Kids' Play Area	
					- Seating Bowl	
					- Administrative Offices	
					- Seating Berm	
					- Novelty Store	
					- Suites	
					- Public Toilets	
					- Party Decks	
					- Press Box	
					- Outdoor Bar	

## SQUARE FOOTAGE SUMMARY

Class No.	Class Type					MLB Req'd
				<b>Building Enclosed</b>	<b>Building Not Enclosed</b>	
1.0	Site Requirements	-			47,850 SF	
2.0	Spectator Seating	-			-	
3.0	Spectator Facilities	18,755 NSF			37,500 SF	
4.0	Food & Retail Facilities	7,760 NSF			-	
5.0	Media Facilities	1,590 NSF			736 SF	
6.0	Administrative Facilities	3,850 NSF			-	
7.0	Team / Event Facilities	17,200 NSF			-	
8.0	Playing Field Facilities	2,560 NSF			-	
9.0	Service & Operations Facilities	8,150 NSF			200 SF	
10.0	Sound System & Scoreboard	-			-	
<b>Subtotal Building Area</b>		<b>59,865 NSF</b>		<b>86,286 SF</b>		<b>13,690 NSF</b>
	Seating Area - Concrete				31,650 SF	
	Seating Area - Grass				5,000 SF	
	Playing Field - Artificial Turf				125,000 SF	
	Bullpens - Artificial Turf				2,400 SF	
	Outdoor Equipment Storage				2,000 SF	
	Loading Dock Area				800 SF	
<b>Total Building Area - Base Project</b>		<b>72,185 GSF</b>		<b>253,136 SF</b>		<b>146,170 GSF</b>



This document serves as a summary worksheet for all space requirements of the facility. This should be considered a working document and may be subject to change throughout the design process. Program requirements are divided into the following classifications:

- 1.0 Site Requirements
- 2.0 Spectator Seating
- 3.0 Spectator Facilities
- 4.0 Food & Retail Facilities
- 5.0 Media Facilities
- 6.0 Administrative Facilities
- 7.0 Team / Event Facilities
- 8.0 Playing Field Facilities
- 9.0 Service & Operations Facilities
- 10.0 Sound System & Scoreboard

(Blue is included in MiLB program)

1.0 SITE REQUIREMENTS							USL	MiLB
Class No.	Space Type	Units	SF	Total SF	Description			
1.1	SITE REQUIREMENTS							
1.1.1	Site Ingress & Egress				Provide adequate ingress & egress onto and around site.			
1.1.2	Site Circulation				Provide easily understandable vehicle circulation, parking & pedestrian flow.			
1.1.3	Site Graphics				Provide appropriate graphics, safety & control devices to aid movement.			
1.1.4	On-Site Drainage & Utilities				Provide in accordance with applicable codes and ordinances.			
1.1.5	Parking - General				Provide minimum of <b>1000</b> stalls (at 1 stall per 3 patrons) within 10 minute walk.			
1.1.6	Parking - ADA	0	300	0	Provide in accordance with applicable codes and ordinances.			
1.1.7	Parking - VIP	0	300	0	Provide controllable zone of <b>100</b> stalls for VIP patrons.			
1.1.8	Parking - Team / Staff	30	300	9,000	Provide fenced/secured zone of <b>30</b> stalls for team and staff.			
1.1.9	Bicycle Parking				Identify City requirements and/or project goal.			
1.1.10	Pedestrian Circulation				Pedestrian walkways & plazas, landscaping to meet ordinances.			
1.1.11	Emergency Vehicle Parking	0	350	0	Ambulance parking during event with clear and direct access to the field			

2.0 SPECTATOR SEATING							USL	MiLB
Class No.	Space Type	Units	SF	Total SF	Description			
2.1	SEATING - LOWER BOWL							
2.1.1	Fixed Seating	0	6	0	Included in Ballpark Program			
2.1.2	ADA Space(s)	0	20	0	20" armchairs 33" Concrete Treads & Risers			
2.1.3	ADA Companion Seating	0	10	0	Provide at all price levels.			
2.2	SEATING - Rail Seats							
2.2.1	Fixed Seating	0	8	0	21" armchairs on 36" concrete treads & risers. Assume seats in main bowl.			
2.2.2	ADA Space(s)	0	20	0	Minimum 1% of Fixed Seating count.			
2.2.3	ADA Companion Seating	0	10	0	Minimum 1% of Fixed Seating count.			
2.3	SEATING - Club Seats							
2.3.1	Fixed Seating	0	8	0	22" armchairs on 42" concrete treads & risers. Assume seats in main bowl.			
2.3.2	ADA Space(s)	0	20	0	Minimum 1% of Fixed Seating count.			
2.3.3	ADA Companion Seating	0	10	0	Minimum 1% of Fixed Seating count.			
2.4	SEATING - SUITE							
2.4.1	Fixed Seating	0	10	0	22" armchairs on 42" concrete treads & risers. 12 suites @ 12 seats each			
2.4.2	ADA Space(s)	0	20	0	ADA spaces provided by two (2) removable fixed seats in each suite.			
2.4.3	ADA Companion Seating	0	10	0	Utilize armchair adjacent to wheelchair space (at removable seats).			
2.5	SEATING - PARTY DECKS							
2.5.1	Third Base Deck	0	10	0	Two areas (1) @ sf & (1) @ sf			
2.5.2	First Base Deck	0	10	0				
2.5.3	Museum Deck	0	10	0				
2.6	SEATING - LOGE BOX							
2.6.1	Fixed Seating	0	10	0	Located between ADA seating on concourse			
2.6.2	ADA Space(s)	0	20	0	Fixed chairs with drink rail, 4 Topps opportunity. (10 Loge Boxes @ 4 seats each)			
2.6.3	ADA Companion Seating		10	0				
2.7	SEATING - BLEACHERS							
2.7.1	Fixed Seating	0	6	0	Not desired			
2.7.2	ADA Space(s)	0	20	0	18" Bench Seats. Assume seats in outfield lower bowl.			
2.7.3	ADA Companion Seating	0	10	0	Minimum 1% of Fixed Seating count.			
2.8	SEATING - PICNIC AREAS & STANDING ROOM ONLY							
2.8.1	Concrete Seating & Standing Area	0	10	0	NSF - Concrete Standing Area			
2.8.2	ADA Space(s)	0	20	0	NSF - Concrete Standing Area			
2.8.3	ADA Companion Seating	0	10	0	NSF - Concrete Standing Area			
2.9	SEATING - BERM (SLOPED & TERRACED)							
2.9.1	Berm Seating Area	0	10	0	Sloped grass seating areas and terraced grass areas.			
2.9.2	ADA Space(s)	0	20	0	Minimum 1% of Fixed Seating count.			
2.9.3	ADA Companion Seating	0	10	0	Minimum 1% of Fixed Seating count.			
TOTAL SEATING		0		0	NSF - Concrete Seating Area			
	LOWER DECK W/ ADA & COMPANION	0			NSF - Concrete Seating Area			
	UPPER DECK W/ ADA & COMPANION	0			NSF - Concrete Seating Area			
TOTAL CAPACITY		0						

3.0 SPECTATOR FACILITIES								
Class No.	Space Type	Units	SF	Total SF	Description	USL	MILB	
<b>3.1</b>	<b>SUITES &amp; CLUBS</b>			<b>0</b>				
3.1.1	Suites							
3.1.1.a	Season-Long	0	300	0	Premium location for both MILB and USL (4 suites @ 12 seats each)			
3.1.1.b	Field / Pitch-side Suites	0	300	0	Locate on field, quantity and SF is TBD.			
3.1.1.c	City Use	0	300	0	Locate on Press/Suite Level.			
3.1.1.d	Double Wide	0	300	0	Two suites that can be converted into one large suite			
3.1.2	Suite Lounge	0	120	0	Gathering areas along Suite Concourse.			
3.1.3	Indoor Stadium Club	0	20	0	Indoor Club area (sized for 200 club seats @ 15 sf/person). — Banquet for 200			
3.1.4	Outdoor Stadium Club	0	20	0	Outdoor Club area / Party Deck. Can be converted to future suites.			
<b>3.2</b>	<b>GROUP SALES AREAS</b>			<b>0</b>				
3.2.1	Picnic Areas							
3.2.2	Group Area (SRO) - Concourse	0	15	0	Area accommodating +/- 500 people each. Near Group Seating.			
<b>3.3</b>	<b>PUBLIC TOILETS</b>			<b>0</b>				
3.3.1	<b>Toilets - Lower Deck + Loge Box + Bleachers + Berms + Picnic + SRO</b>							
3.3.1.a	Women's Toilet (Fixtures)	0	50	0	Total Fixtures = Water Closets + Lavatories			
	Water Closets	0			Prelim Count for general seating (3,000) areas based upon <b>2021 IBC.</b>			
	Lavatories	0			Prelim Count for general seating (3,000) areas based upon <b>2021 IBC.</b>			
3.3.1.b	Men's Toilet (Fixtures)	0	50	0	Total Fixtures = Urinals + Water Closets + Lavatories			
	Toilets	0			Prelim Count for general seating (3,000) areas based upon <b>2021 IBC.</b>			
	Urinals	0			2/3 of total Toilet Count			
	Water Closets	0			1/3 of total Toilet Count			
	Lavatories	0			Prelim Count for general seating (3,000) areas based upon <b>2021 IBC.</b>			
3.3.1.c	Family Toilet	0	80	0	Provide 1 water closet, 1 lav in each. Locate one each on 1st and 3rd base sides.			
3.3.1.d	Custodial / Storage Closet	0	50	0	One closet per pair of men & women toilet rooms.			
3.3.2	<b>Toilets - Suites + Stadium Club</b>							
3.3.2.a	Women's Toilet (Fixtures)	0	50	0	Total Fixtures = Water Closets + Lavatories			
	Water Closets	0			Prelim Count for general seating areas based upon <b>2021 IBC.</b>			
	Lavatories	0			Prelim Count for general seating areas based upon <b>2021 IBC.</b>			
3.3.2.b	Men's Toilet (Fixtures)	0	50	0	Total Fixtures = Urinals + Water Closets + Lavatories			
	Toilets	0			Prelim Count for general seating areas based upon <b>2021 IBC.</b>			
	Urinals	0			2/3 of total Toilet Count			
	Water Closets	0			1/3 of total Toilet Count			
	Lavatories	0			Prelim Count for general seating areas based upon <b>2021 IBC.</b>			
3.3.2.c	Family Toilet	0	80	0	Provide 1 water closet, 1 lav.			
3.3.2.d	Custodial / Storage Closet	0	50	0	One closet per pair of men & women toilet rooms.			
3.3.3								
3.3.3.a	Women's Toilet (Fixtures)		50	0	Total Fixtures = Water Closets + Lavatories			
	Water Closets				Prelim Count for general seating areas based upon <b>2021 IBC.</b>			
	Lavatories				Prelim Count for general seating areas based upon <b>2021 IBC.</b>			
3.3.3.b	Men's Toilet (Fixtures)		50	0	Total Fixtures = Urinals + Water Closets + Lavatories			
	Toilets				Prelim Count for general seating areas based upon <b>2021 IBC.</b>			
	Urinals				2/3 of total Toilet Count			
	Water Closets	0			1/3 of total Toilet Count			
	Lavatories				Prelim Count for general seating areas based upon <b>2021 IBC.</b>			
3.3.3.c	Family Toilet		80	0	Provide 1 water closet, 1 lav in each.			
3.3.3.d	Custodial / Storage Closet		50	0	One closet per pair of men & women toilet rooms.			
<b>3.4</b>	<b>GUEST SERVICES</b>			<b>0</b>				
3.4.1	Guest Services/Marketing	0	120	0	Locate in highly visible location on Main Concourse.			
3.4.2	First Aid	0	200	0	Locate on Main Concourse. Includes RR. Near Guest Services			
3.4.3	Security Office @ Maint Area	0	140	0	Command post for game-day security. No Holding Room.			
3.4.4	ATM	0			Locate on concourse—one each along 1st and 3rd base sides.			
3.4.5	Public Telephones	0			Locate on concourse—two each along 1st and 3rd base sides.			
3.4.6	Mothers' Room	0	150	0	Locate near Guest Services			
3.4.7	Family RR	0	65	0	Locate near Guest Services			
<b>3.5</b>	<b>MISCELLANEOUS PUBLIC AREAS</b>			<b>0</b>				
3.5.1	Outdoor Bar	0	0	0	Large area with view of field. Provide area for tables, stage, etc.			
3.5.2	Kid's Play Area	0	5,000	0	One (1) large area with view of field. Provide area for the following: - Play equipment, slab for carousel, wiffleball field			
<b>3.6</b>	<b>CIRCULATION</b>			<b>0</b>				
3.6.1	Concourses							
3.6.1.a	Main Concourse	0	5	0	Open concourse with view of field as much as possible.			
3.6.1.b	Suite Corridor	0	6	0	Circulation between lobby, suites, restrooms, pantry, storage, etc.			
3.6.2	Elevator Lobbies							
3.6.2.a	Public Elevator Lobby	0	250	0	Assume at three (3) levels - Locker, Concourse, Suite/Press.			
3.6.2.b	Service Elevator Lobby	0	250	0	Assume at three (3) levels - Locker, Concourse, Suite/Press.			
3.6.2.c	Team Offices Elevator Lobby	0	250	0	Assume at three (3) levels - Concourse, 2nd Floor Team Offices, Roof Top			
3.6.3	Vertical Circulation							
3.6.3.a	Ramps	0	0	0				
3.6.3.b	Stairs	0	480	0	Assume at three (3) levels - Field, Concourse, Suite/Press.			
3.6.3.c	Elevators - Public	0	100	0	Assume at three (3) levels - Field, Concourse, Suite/Press.			
3.6.3.d	Elevators - Service	0	100	0	Assume at three (3) levels - Field, Concourse, Suite/Press.			
<b>Total - Enclosed Areas</b>				<b>0 NSF</b>				
<b>Net to gross 15%</b>				<b>0 SF</b>				
<b>Total - Outdoor Areas</b>				<b>0 SF</b>				
<b>TOTAL</b>				<b>0 GSF</b>				

4.0 FOOD & RETAIL FACILITIES							
Class No.	Space Type	Units	SF	Total SF	Description	USL	MILB
<b>4.1</b>	<b>CONCESSIONS</b>			<b>0</b>			
4.1.1	Concession Stand POS						
4.1.1.a	Main Concourse Stands	0	120	0	Based on 1 POS per 150 spectators - Includes storage area.		
4.1.1.b	Suite Level Stands	0	0	0	Assumes served by pantry.		
4.1.2	Vendor Commissary	0	15	0	Based on 1 unit per 150 spectators. For use by vendors.		
4.1.3	Food Court Seating Area	0	0	0	Not enclosed. Locate in highly-visible portion of Main Concourse.		
4.1.4	Grab and Go Concessions	0	0	0	Locate on Main Concourse - no additional sf req'd. Coordinate MEP req's.		
4.1.4	Portable Concessions	0	0	0	Locate on Main Concourse - no additional sf req'd. Coordinate MEP req's.		
4.1.5	Drinking Fountains						
4.1.5.a	Main Concourse	0			Provide drinking fountains on concourse @ 1 per 1000 spectators.		
4.1.5.b	Suite Level	0			Provide drinking fountains on concourse @ 1 per 1000 spectators.		
<b>4.2</b>	<b>RESTAURANTS / BARS</b>			<b>0</b>			
4.2.1	Restaurant / Bar	0	15	0	One (1) enclosed area for 200 occupants, with view of Playing Field.		
4.2.2	Club Bar	0	15	0	One (1) enclosed area - locate adjacent to Club Seats.		
<b>4.3</b>	<b>COMMISSARY / FOOD PREP</b>			<b>0</b>			
4.3.1	Central Kitchen	0	1,000	0	Main food prep area. Locate adjacent to Commissary Storage.		
4.3.2	Commissary Storage	0	1,800	0	Main food storage area. Locate convenient to Loading Area.		
4.3.3	Suite Pantry	0	500	0	Locate on Suite Level convenient to Service Elevator.		
4.3.4	Club Food Pantry	0	500	0	Locate on Suite Level convenient to Service Elevator.		
<b>4.4</b>	<b>RETAIL</b>			<b>750</b>			
4.4.1	Team Store	1	500	500	Direct access to inside & outside park. Separate from MilB is desired.		
4.4.2	Team Store Storage	1	250	250	Locate adjacent to Team Store. Separate from MilB is desired.		
4.4.5	Portable Novelty Sales	0			Locate on Main Concourse - no additional sf req'd. Coordinate MEP req's.		
<b>4.5</b>	<b>CONCESSIONAIRE'S SPACES</b>			<b>0</b>			
4.5.1	Reception	0	100	0			
4.5.2	Offices - Walled						
4.5.2.a	Food Service Manager	0	120	0			
4.5.2.b	Food Service Asst. Manager	0	120	0			
4.5.3	Cash Room	0	120	0			
4.5.4	Storage	0	50	0			
<b>Total - Enclosed Areas</b>				<b>750 NSF</b>			
<b>Net to gross 20%</b>				<b>150 SF</b>			
<b>TOTAL</b>				<b>900 GSF</b>			

5.0 MEDIA FACILITIES							
Class No.	Space Type	Units	SF	Total SF	Description	USL	MILB
<b>5.1</b>	<b>PRESS BOX</b>			<b>0</b>			
5.1.1	Writing Press	0	200	0	Accommodate 8 writers. Work/serving counters at back of room.		
5.1.2	TV Broadcast Booth - Home	0	120	0	Size to accommodate talent + camera		
5.1.3	TV Broadcast Booth - Visitor	0	120	0	Size to accommodate talent + camera. Locate adjacent to Home TV Booth		
5.1.4	Radio Broadcast Booth	0	100	0	Two (2) - Locate adjacent to TV Broadcast Booth.		
5.1.5	Scoreboard Control						
5.1.5.a	PA / Scoreboard / Sound	0	350	0	Locate at end of Press Box.		
5.1.5.b	A/V Equipment Room	0	100	0	Locate adjacent to PA / Scoreboard / Sound Room.		
5.1.5.c	Electrical Room	0	60	0	Locate in Press Box.		
<b>5.2</b>	<b>PRESS BOX SUPPORT</b>			<b>0</b>			
5.2.1	Press Toilet - Women	0	80	0	Provide 1 water closet, 1 lav.		
5.2.2	Press Toilet - Men	0	80	0	Provide 1 water closet, 1 urinal, 1 lav.		
5.2.3	Workroom	0	120	0	Provide area for copier, fax, and media materials.		
5.2.4	Storage	0	80	0	Provide for general press storage.		
5.2.5	Lounge	0	200	0	Food Service		
5.2.6	Janitor	0	80	0			
<b>5.3</b>	<b>CAMERAS</b>			<b>448</b>			
5.3.1	Camera Locations				Remote or manned cameras?		
5.3.1.a	Main Follow	1	64	64	Elevated - Located on line extended from halfway line (18 - 25d angle)		
5.3.1.b	Eighteen Yard Line	2	64	128	Elevated - Located on left and right 18 yard line, same side as Main Follow		
5.3.1.c	Reverse Follow	1	64	64	Elevated - Located on line extended from halfway line - opposite side		
5.3.1.d	Low Mid	1	64	64	Field Level - Located on line extended from halfway line		
5.3.1.e	Goal	2	64	128	Slightly Elevated - Located just outside and behind goals		
5.3.2	Still Photo Locations				On field - beyond endline advertising boards		
<b>5.4</b>	<b>MEDIA SUPPORT</b>			<b>0</b>			
5.4.1	Interview Room	0	100	0	Locate near Clubhouses.		
5.4.2	Photographer / Media Workroom	0	400	0	Locate near Clubhouses / Interview Room		
5.4.3	Toilet - Women	0	80	0	Locate adjacent to Interview Room.		
5.4.4	Toilet - Men	0	80	0	Locate adjacent to Interview Room.		
<b>Total - Enclosed Areas</b>				<b>0 NSF</b>			
<b>Net to gross 25%</b>				<b>0 SF</b>			
<b>Total - Outdoor Areas</b>				<b>448 SF</b>			
<b>TOTAL</b>				<b>448 GSF</b>			

6.0 ADMINISTRATIVE FACILITIES							
Class No.	Space Type	Units	SF	Total SF	Description	USL	MILB
<b>6.1</b>	<b>ADMINISTRATIVE OFFICES (M &amp; W)</b>			<b>4,840</b>			
6.1.1	Reception / Waiting Area	0	200	0			
6.1.2	Offices - Walled				6-8 walled offices		
6.1.2.a	Team Owner	2	250	500			
6.1.2.b	Team President	2	250	500			
6.1.2.c	General Manager	2	220	440			
6.1.2.d	Asst. General Manager	2	200	400			
6.1.2.e	Merchandise Manager	0	150	0			
6.1.2.f	Office Manager	0	150	0			
6.1.2.g	Accounting Manager	0	150	0			
6.1.2.h	Director of Promotions	0	150	0			
6.1.2.i	Media Relations	0	150	0			
6.1.2.j	TBD	0	150	0			
6.1.3.	Board Room	0	600	0			
6.1.4	Conference Rooms	0	250	0	Shared with MiLB		
6.1.5	Open Office (10 cubicles)	30	100	3,000	Thirty (30) between mens and womens teams.		
6.1.6	Kitchen / Break Room	0	200	0	Shared with MiLB		
6.1.7	Copy / Mail / Work Room	0	200	0	Shared with MiLB		
6.1.8	IT / Telecommunications Room	0	120	0	Shared with MiLB		
6.1.9	Toilet - Women	0	180	0	Provide 2 water closets, 2 lavs, 1 shower.		
6.1.10	Toilet - Men	0	180	0	Provide 1 urinal, 1 water closet, 2 lavs, 1 shower.		
<b>6.2</b>	<b>Ticketing</b>			<b>0</b>			
6.2.1	Ticket Windows	0	200	0	Provide four (4) ticket windows adjacent to Main Entrance.		
6.2.2	Offices - Walled						
6.2.2.a	Ticket Manager & assistant mgr	0	300	0	Shared office space		
6.2.3	Man Trap	0	100	0	Provides access to Counting Room.		
6.2.4	Counting Room	0	200	0	Includes safe.		
<b>Total - Enclosed Areas</b>				<b>4,840 NSF</b>			
<b>Net to gross 35%</b>				<b>1,700 SF</b>			
<b>TOTAL</b>				<b>6,540 GSF</b>			

7.0 TEAM / EVENT FACILITIES							
Class No.	Space Type	Units	SF	Total SF	Description	USL	MILB
<b>7.1</b>	<b>HOME CLUBHOUSE</b>			<b>4,950</b>			
7.1.1	Team Dressing Area (Men & Women)	2	700	1,400	Provide minimum twenty (20) 24"x72" lockers + coaches writing board / screen		
7.1.2	Toilet Room	2	300	600	Provide 6 water closets, 4 lavs.		
7.1.3	Shower Room	2	180	360	Provide 6-8 showerheads.		
7.1.4	Drying Area	2	120	240	Locate adjacent to Shower Room.		
7.1.5	Custodial Closet	2	50	100	Locate adjacent to Shower & Toilet Rooms.		
7.1.6	Training Room	1	400	400	Provide training equipment, tables, and ice bath -Storage. Shared between M & W		
7.1.7	Trainer's Office	1	150	150	Shared between M & W.		
7.1.8	Coaches' Locker Room (M & W)	2	200	400	Provide Six (6) 24"x72" lockers		
7.1.9	Coaches' Toilets and Showers	2	250	500	Provide 1 urinal, 1 water closet, 2 lavs, 3 shower hds		
7.1.10	Manager's Office	0	200	0	Provide desk and small conference table - 6-8 in meeting.		
7.1.11	Manager's Toilet and Shower	0	130	0	Provide one (1) 30"x72" locker, 1 urinal, 1 water closet, 1 shower		
7.1.12	Team Lounge Area	0	300	0	Include meal serving area kitchenette area (elec. range w/oven & hood, 21 cf refrig, DW, kit sink w/disposal, and trash compactor.		
7.1.13	Team Dietician Office	0	150	0	Dietician's Office		
7.1.14	Equip Manager Storage/Kitchen	0	300	0	Locate with direct access to Locker Room.		
7.1.15	Team Storage	2	200	400	Team Storage		
7.1.16	Laundry Room	1	200	200	Locate adj to Equip Mgr/Stor. (1) 50 Lb Washers (1) 70 Lb Dryer.		
7.1.17	Weight Room	0	750	0	Visible from Strength Coach's Off. Shared between home / visitors		
7.1.18	Weight Room strength coach office	0	150	0	View to weight room - storage for supplements		
7.1.19	Family Waiting Area w/ RR	0	300	0	Locate w/ direct access to Lobby area, near Team Dress Room.		
7.1.20	Video Coaching Area/Conf Room	1	200	200			
<b>7.2</b>	<b>MULTI-PURPOSE ROOM</b>			<b>0</b>			
7.2.1	Warm-up / Cool down	0	250	0	Near changing area, durable materials, flexible space. Use hitting tunnel area.		
<b>7.3</b>	<b>MASCOT / STAR DRESSING AREA</b>			<b>0</b>			
7.3.1	Dressing Room	0	80	0	Combine in one locker room/well ventilated		
7.3.2	Toilet / Shower Room	0	70	0			
<b>7.4</b>	<b>VISITOR CLUBHOUSE</b>			<b>0</b>			
7.4.1	Team Dressing Area	0	700	0	Shared with MilB		
7.4.2	Toilet Room	0	300	0	Provide 6 water closets, 4 lavs.		
7.4.3	Shower Room	0	180	0	Provide 6-8 showerheads.		
7.4.4	Drying Area	0	100	0	Locate adjacent to Shower Room.		
7.4.5	Custodial Closet	0	50	0	Locate adjacent to Shower & Toilet Rooms.		
7.4.6	Training Room	0	200	0	Provide space for training tables		
7.4.7	Trainers Office	0	100	0	Provide office for trainer		
7.4.8	Coaches' Locker Room	0	200	0	Provide Six (6) 24"x72" lockers		
7.4.9	Coaches' Toilets and Showers	0	250	0	Provide 1 urinal, 1 water closet, 2 lavs, 3 shower hds		
7.4.10	Manager's Office	0	150	0	Provide one (1) 36"x72" locker and desk. - 36"x72"		
7.4.11	Team Lounge Area	0	300	0	Include small kitchenette area (elec. range w/oven & hood, 21 cf refrig, DW, kit sink w/disposal, and trash compact.		
<b>7.5</b>	<b>ADDITIONAL ROOMS</b>			<b>350</b>			
7.5.1	Auxiliary Locker Room	0	200	0	Provide twenty (20) 18"x72" lockers Opportunity for expanded flexibility.		
7.5.2	Toilet / Shower Room	0	150	0	Provide 3 uris, 3 wcs, 4 lavs, 6 shwr heads		
7.5.3	Custodial Closet	0	50	0	Locate adjacent to Shower & Toilet Rooms.		
7.5.4	Medical Room	1	250	250	Locate adjacent to locker rooms, field access, gurney, exam table, millwork		
7.5.5	Toilet Room	1	100	100	Locate adjacent Medical Room		
<b>7.6</b>	<b>OFFICIALS' FACILITIES</b>			<b>0</b>			
7.6.1	Officials' Locker Room	0	200	0	Included in MilB Program. Provide five (5) 24"x72" lockers. Shared w/ MilB		
7.6.2	Officials' Toilet/Shower	0	150	0	Provide 2 water closet, 2 lavs, 2 shower heads.		
7.6.3	Custodial Closet	0	50	0	Locate adjacent to Shower & Toilet Rooms.		
<b>7.7</b>	<b>FIELD ACCESS WAYS</b>			<b>0</b>			
7.7.1	Player Field Access	0	1,000	0	Provide enclosed access from Clubhouses to Field.		
7.7.2	Officials Field Access	0	1,000	0	Provide enclosed access from Officials' Facilities to Playing Field.		
7.7.3	Public Field Access	0	1,000	0	Prov. enclosed access with disabled stg access/umpire access		
<b>Total - Enclosed Areas</b>				<b>5,300</b>			
<b>Net to gross 25%</b>				<b>1,330</b>			
<b>TOTAL</b>				<b>6,630 GSF</b>			

8.0 PLAYING FIELD FACILITIES							
Class No.	Space Type	Units	SF	Total SF	Description	USL	MILB
<b>8.1</b>	<b>PLAYING FIELD</b>			<b>100,000</b>			
8.1.1	Playing Field	1		100,000	Natural Grass or FIFA 2-star level approved synthetic turf		
8.1.2	Playing Field Dimensions				Comply with FIFA preferred: 75 yards wide X 120 yards long		
<b>8.2</b>	<b>FIELD AMENITIES</b>			<b>0</b>			
8.2.1	Field Toilet	0	80	0	Toilet located close proximity to field and players benches		
<b>8.4</b>	<b>FIELD EQUIPMENT</b>			<b>0</b>			
8.4.1	Field Equipment Storage	0	1,000	0	Outdoor area		
<b>8.5</b>	<b>SPORTS LIGHTING</b>						
8.5.1	Sports Lighting System				USL standards as minimum - 125 fc Horiz, Main, Rev cams, 75 fc End cams		
<b>Total - Enclosed Areas</b>				<b>0 NSF</b>			
<b>Net to gross 10%</b>				<b>0 SF</b>			
<b>Total - Outdoor Areas</b>				<b>100,000 SF</b>			
<b>TOTAL</b>				<b>100,000 GSF</b>			

9.0 SERVICE & OPERATIONS FACILITIES								
Class No.	Space Type	Units	SF	Total SF	Description	USL	MILB	
<b>9.1</b>	<b>STADIUM PERSONNEL FACILITIES</b>			<b>0</b>				
9.1.1	Entrance/Security	0	200	0	Provide direct access to toilets./150sf security office			
9.1.2	Toilet Room - Women	0	150	0	Provide 2 water closets, 2 lavs.			
9.1.3	Toilet Room - Men	0	150	0	Provide 1 urinal, 1 water closet, 2 lavs.			
9.1.4	Break Room	0	200	0	Provide indoor or covered outdoor space screened from ticket holders			
<b>9.2</b>	<b>STORAGE</b>			<b>1,200</b>				
9.2.1	Promotions Storage							
9.2.1.a	Promo Storage	0	80	0	Locate at each entry for storage of game-day promotions/program storage.			
9.2.1.b	Field Promo Storage	0	200	0	Locate with direct access to field.			
9.2.2	General Storage							
9.2.2.a	Concourse General Storage	0	200	0	Locate one (1) each on 1st and 3rd base sides.			
9.2.2.b	Suite Level General Storage	0	120	0	Locate one (1) each on 1st and 3rd base sides.			
9.2.2.c	Concourse Group Sales Stor.	0	200	0	Locate one (1) adjacent to Group Sales Area.			
9.2.2.d	Picnic Area Storage	0	200	0	Locate adjacent to Picnic Area.			
9.2.2.e	Kid's Play Area Storage	0	200	0	Locate adjacent to Kid's Play Area.			
9.2.2.f	Attic Stock	0	200	0	Locate adj to Field Maint Area. Store surplus seating parts, etc.			
9.2.2.g	Promotor Storage	1	200	200	Locate with concourse access			
9.2.2.g	Enclosed Field Equipment	1	1,000	1,000	Locate with direct access to field.			
<b>9.3</b>	<b>LOADING DOCK</b>			<b>0</b>				
9.3.1	Loading Dock	0	800	0	Area for truck loading/unloading.			
9.3.2	Trash Compactor Room	0	700	0	Enclosed and air-conditioned room. Adjacent to Loading Dock.			
9.3.3	Recycling Bins	0	500	0	Enclosed area. Locate adjacent to Trash Compactor Room.			
<b>9.4</b>	<b>TV VAN PARKING</b>			<b>0</b>				
9.4.1	TV Van Parking	0	3,000	0	Locate adjacent to stadium, as close to Press Facilities as possible.			
<b>9.5</b>	<b>STADIUM / FIELD MAINTENANCE/STORAGE</b>			<b>0</b>				
9.5.1	Maintenance Shop/Custodial Storage	0	1,500	0				
9.5.2	General Storage	0	200	0	See by level			
9.5.3	Field Maintenance Storage	0	400	0	Tool Storage			
9.5.4	Custodial Maintenance Office	0	120	0				
9.5.5	Break Room	0	100	0				
9.5.6	Groundskeeping Office	0	120	0				
9.5.7	Maint./Grounds. Lockers	0	250	0	6-8 lockers with integral combination lock			
9.5.8	Maint./Grounds. Break Room	0	200	0	Casework with sink			
9.5.9	Toilet / Shower Room	0	120	0	2 water closets, 2 lavs, 2 individual showers/drying area			
9.5.10	Bin Storage	0	200	0	Located at Field Maint. Shop			
<b>9.6</b>	<b>M/E/P FACILITIES</b>			<b>675</b>				
9.6.1	Mechanical							
9.6.1.a	Mechanical Space	1	250	250	Initial area assumed to be 4% of net building area - distributed appropriately.			
9.6.2	Electrical							
9.6.2.a	Main Electrical Room	0	350	0	Location to be determined.			
9.6.2.b	Emergency Electrical Room	0	100	0	Location to be determined.			
9.6.2.c	Secondary Electrical Room	1	90	90	Location to be determined.			
9.6.2.d	Elevator Machine Room	0	100	0	Locate one (1) adjacent to each elevator - public and service.			
9.6.2.e	Show Power				Provide Show Power capabilities. Assume stage at outfield			
9.6.2.f	Fire and Security System				Provide Fire and Security Systems.			
9.6.3	Plumbing							
9.6.3.a	Fire Pump Room	0	150	0	Location to be determined.			
9.6.3.b	Water Heater Room	1	200	200	Location to be determined.			
9.6.4	Telecommunications							
9.6.4.a	Main Telecom Room	0	150	0	Location to be determined.			
9.6.4.b	Secondary Telecom Room	1	85	85	Location to be determined.			
9.6.4.c	Fiber Optic Connectivity				Provide connectivity for offices, concessions, ticketing, gift shop, press box, etc.			
9.6.5	Audio/Visual							
9.6.5.a	Sound Rack / A/V	1	50	50	Location to be determined.			
<b>Total - Enclosed Areas</b>				<b>1,875 NSF</b>				
Net to gross 20%				<b>380 SF</b>				
<b>Total - Outdoor Areas</b>				<b>0 SF</b>				
<b>TOTAL</b>				<b>2,255 GSF</b>				

10.0 SOUND SYSTEM & SCOREBOARD								
Class No.	Space Type	Units	SF	Total SF	Description	USL	MILB	
<b>10.1</b>	<b>SCOREBOARD</b>			<b>0</b>				
10.1.1	Main Scoreboard	1	0	0	Relocated from Funko Field. No part of scoreboard within 50' of centerline of field.			
<b>10.2</b>	<b>SOUND SYSTEM</b>			<b>0</b>				
10.2.1	Sound System	1	0	0	Provide distributed sound system throughout entire stadium. Areas to serve include:			
					- Entrances			
					- Kids' Play Area			
					- Seating Bowl			
					- Administrative Offices			
					- Seating Berm			
					- Novelty Store			
					- Suites			
					- Public Toilets			
					- Party Decks			
					- Press Box			
					- Outdoor Bar			

## SQUARE FOOTAGE SUMMARY

Class No.	Class Type				
			<b>Building Enclosed</b>	<b>Building Not Enclosed</b>	
1.0	Site Requirements	-		9,000 SF	
2.0	Spectator Seating	-		-	
3.0	Spectator Facilities	0 NSF		0 SF	
4.0	Food & Retail Facilities	750 NSF		-	
5.0	Media Facilities	0 NSF		448 SF	
6.0	Administrative Facilities	4,840 NSF		-	
7.0	Team / Event Facilities	5,300 NSF		-	
8.0	Playing Field Facilities	0 NSF		-	
9.0	Service & Operations Facilities	1,875 NSF		0 SF	
10.0	Sound System & Scoreboard	-		-	
<b>Subtotal Building Area</b>		<b>12,765 NSF</b>		<b>9,448 SF</b>	
	Seating Area - Concrete			0 SF	
	Seating Area - Grass			0 SF	
	Playing Field - Grass			100,000 SF	
	Outdoor Equipment Storage			0 SF	
	Loading Dock Area			0 SF	
<b>Total Building Area - Base Project</b>		<b>16,325 GSF</b>		<b>109,448 SF</b>	

**EXHIBIT C  
TO  
PROGRESSIVE DESIGN-BUILD CONTRACT**

**The fee proposals from subconsultants (such as DLR Group, RDH, KPFF, Headwater People, DA Hogan, WJHW, JMI, Cochran, Coffman Engineers, Red Hawk, Harmsen, and GeoEngineers) are included to identify the members of Design-Builder's team and to show the allocation of Phase 1A work. General conditions and other proposed contractual terms and conditions in those subconsultant proposals are not part of the Contract between Design-Builder and the City.**





May 8, 2025

Ehan Bernau, Partner & Sr. Project Manager  
Shiels|Obletz|Johnsen  
1109 1<sup>st</sup> Ave, Suite 330  
Seattle, WA 98101

**SUBJECT: Phase 1A Work & Fee Proposal – Everett Outdoor Event Center**

Dear Ethan,

Please find attached the Phase 1A Work and Fee Proposal from Bayley Construction and DLR Group for the Schematic Design through Design Development package for the Everett Outdoor Event Center, as part of the progressive design-build delivery method.

This proposal has been developed based on an anticipated Phase 2 Work construction budget of \$42,000,000, which serves as the basis for our design fee calculations. The total proposed cost for Phase 1A is \$2,901,602.40, excluding Washington State Sales Tax (W.S.S.T.), and includes a 3% design contingency and a \$25,000 allowance for geotechnical services. A detailed cost summary is enclosed for your review.

We understand that this proposal will be incorporated into your submittal to the City of Everett for consideration by the City Council in May and early June. Pending Council review and approval, we anticipate receiving authorization to proceed following the scheduled meeting on June 11, 2025. Our team is prepared to complete the Phase 1A scope of work by the first week of September 2025.

Please note that this proposal excludes any additional services or costs associated with extending the Phase 1A work beyond the September completion date, provided that any delays are not attributable to Bayley Construction, DLR Group, or our consultants.

We appreciate the opportunity to support this exciting project and look forward to continuing our partnership with the City of Everett and your team.



8005 S.E. 28th St.  
Mercer Island, WA 98040

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[www.bayley.net](http://www.bayley.net)

# BAYLEY

Sincerely,

**Bayley Construction**

Hans E. Hansen, DBIA  
Region President

C.C. Stewart Potter, Assoc. DBIA  
Sr. Project Manager

Design-Build Contract for Everett Outdoor Events Center  
Exhibit C - Phase 1A Work and Fee Proposal

**Exhibit C - Phase 1A Work & Fee Proposal**

Everett Multipurpose Stadium

Bayley+DLR Group Design Cost to GMP (Phase 1A SD thru DD & Phase1B Final Design)

8-May-25

Designer		Phase 1A - SD thru DD	Phase 1B - Final Design	Comments/Notes
Initial NTP (\$200K)		\$ 200,000.00		
DLR Group		\$ 1,730,959.00	\$ 2,115,617.00	
- Expenses (estimate)		\$ 54,234.00	\$ 96,312.00	
Midwest Design Travel		\$ -	\$ 100,000.00	Not to Exceed - Handled T&M
Structural Design	Inc. DLR Group	\$ -	\$ -	
Civil Design (KPFF)	Inc. DLR Group	\$ -	\$ -	
Mechanical Design (Johansen/DLR Group)		\$ 248,409.00	\$ 295,833.00	
Electrical Design (Coffman)		\$ 160,179.00	\$ 232,434.00	
Red Hawk Fire		\$ 34,446.00	\$ 30,606.00	Design & Permit Cost - Phase 1A
Bayley Construction		\$ 331,748.00	\$ 126,075.00	Phase 1B is to Start of Construction
Bayley Construction - Join Software		\$ -	\$ 20,000.00	Purchased in Phase 1A, but deferred billing to Phase 1B
Bayley Construction - ProCore		\$ -	\$ 105,000.00	Part of GC/GR's in Construction
Survey (Harmson)		\$ 74,235.00	\$ -	
Geo Tech (GeoEngineers)		\$ 92,054.47	\$ -	
- Geo Tech - Contingency		\$ 25,000.00	\$ -	
Hazardous Materials Report & Testing (Rich Carlson)		\$ 60,000.00	\$ 30,000.00	
Summary		\$ 3,011,264.47	\$ 3,151,877.00	
Design Contingency 3%		\$ 90,337.93	\$ 94,556.31	We may use \$25K for Food Service Allowance and \$15K for renderings in future
		\$ -	\$ -	
		\$ -	\$ -	
<b>Sub Total</b>		<b>\$ 3,101,602.40</b>	<b>\$ 3,151,877.00</b>	
Initial NTP Proposal		<b>\$ (200,000.00)</b>		
<b>Total</b>		<b>\$ 2,901,602.40</b>		



**DLR Group inc.**  
a Washington corporation  
  
51 University Street, Suite 600  
Seattle, WA 98101

May 6, 2025

Stewart Potter  
Bayley Construction  
8005 SE 28<sup>th</sup> Street  
Mercer Island, WA 98040

Re: Project Name: Everett Outdoor Event Center  
DLR Group Project No.: 73-25119-00

Dear Stewart:

We have refined and expanded our fee proposal that was provided in February based on the programming, budget estimates, and advanced research for the Everett Outdoor Event Center. This revised fee proposal is based on the Cost of the Phase 2 Work of \$42,000,000. Please note that most of the estimate fees for each scope of work is a percentage derived from the construction budget above. If the Guaranteed Maximum Price (GMP) is approved at a higher budget or additional funding is procured, we will request an Additional Service for the deviation to accompany the project of higher scope.

It is our understanding this fee proposal will be included in your proposal to the City of Everett for review by the City Council in mid-May. We anticipate authorization to proceed following that meeting for a schematic design kick off the week of June 2, 2025. If this schedule is modified, there may be a requirement for additional services as well because of any follow up work that may be requested to achieve notice to proceed. When this proposal is accepted, we will be invoicing for the work completed that is above and beyond the stipend provided.

This is a list of modifications that were made to the proposal for your review. This narrative can assist in evaluating a line by line review as necessary.

1. Proposals have been received by all but one design consultant (see below). The consultant proposals are attached to this memo to confirm fees. Some have gone up and down with the refined level of detail that we can provide.
2. Basic services fee percentage has been revised to 5.68% of the MACC. This was accomplished for three reasons:
  - a. Architectural / Interiors / Project Management was reviewed based on the timeline set for design to provide the construction schedule required. For this context, we can expedite some services and limit the budget to 4% in lieu of 5.05%. This is considered an efficiency to the design services and how we will operate.
  - b. Civil Basic Services in the WA State Fee Schedule is a portion of the civil design that includes the typical items that every building regardless of complexity would require such as connection to utilities, general grading, etc. This is equal to 20% of the total civil design fee. This has been revised and reduced the basic services.

- c. The Advanced Civil Design Services equaling 80% of the fee is moved below the line. With what we have learned about the site, the configuration, likely soil and underground conditions, KPFF is able to provide a fee more aligned with the scope of work. This fee is very specific to the site and configuration that has been provided.
  - d. MEP is provided as fee through the sub-trade contractors (Johansen and Cochrane) and they were not provided in our matrix. Without their fee included directly here, it is more expected that the basic services would be less than 6%.
  - e. Fee by Phase % was modified per below:
    - i. DD modified to 25% from 28%
    - ii. CD modified to 29% from 26%
  - f. Typical Reimbursables (Local Expenses)
    - i. Anticipating a trip per week during CA, as discussed – we have already bumped down from 3% to 2%.
  - g. Commissioning (Cx)
    - i. Fee reduced by \$2,680.
    - ii. This scope needs to be coordinated with Johansen Mechanical. The Cx team would prefer to be contracted directly to the Owner, if possible.
  - h. LEED / Energy Modeling
    - i. Energy Modeling fee reduced by \$2,500.
  - i. Signage and Wayfinding
    - i. Fee reduced by \$26,500.
  - j. Structural
    - i. Reduced to 1% from 1.25% (reduction of \$105,000) assuming the schedule is still September GMP and December CDs with April 2027 completion. Please note this modification would exclude the following scope items:
      - 1. Early drawing packages. Construction drawings will be delivered December 2025.
      - 2. Deep foundation design/detailing and any associated structural slabs at grade that may be required because of the need for deep foundations. I'm anticipating conventional, shallow foundations, but I want this out there just in case.
      - 3. Design/detailing of MEP support and seismic bracing/anchorage of those components.
  - k. Technology
    - i. Fee reduced by \$16,104.
3. Programming fee was not provided as the work is complete in this phase. However, it is a fee that is required to be included. You will note at the end of the proposal, we have deducted the pre-payment of \$70,000 that was provided by you for starting this phase. As discussed, the scope for both DLR Group and Bayley has exceeded the stipend amount and we need to include in this proposal.
4. Landscape architecture is fairly undefined at this time. We have conversations with a good partner, Walker Macy, but because we don't have the programming or design of how the building will be integrated in the city, we cannot define the budget. We have provided a line item budget and anticipate they can design the need within this scope. Should the design deviate from the orientation and opportunities, this may need to be revisited and an additional service requested.
5. IT/LV/Security and Acoustics/AV have been combined into one proposal, and we have lumped their fee proposal into one number. It is just slightly higher when you lump them together.
6. A DLR Group 10% mark up for the services from sub-consultants has been added. This only accounts for the consultants we have brought onto the project, not all additional services.

Some items have been moved to Excluded or Optional services:

7. Food Service is likely required for the facility but as that is not fully programmed nor have we aligned with the City's preferred vendor. We would need that information prior to making an agreement with a consultant.
8. Environmental Graphics was moved because this would align with the needs and community impact that we anticipate developing with Headwater People. Therefore, this should be excluded until the scope is clarified.
9. Other exclusions are the same as previously noted, but should be reviewed to ensure it aligns with the scope of the project and accepted as needed. No work will occur with these partners until provided a notice to proceed by the City.

**Reimbursable expenses:**

I would like to propose a different approach to the reimbursable expenses. The previously proposed 2% lump sum reimbursables is to provide for the local coordination for the project such as mileage to meetings or site visits, printing, etc. These would be the standard for any local project.

As this project requires any team to provide out of state expertise and resources, it is important to ensure we can accommodate the in person meetings with the team members. Their expertise is essential to the success of the project. At this time, it is hard to predict the quantity of trips. It has been noted it will likely be a minimum of one (1) trip per month for design and construction. However, the number of attendees is to be determined and will vary due to the scope of the meeting, tour or engagement.

I would like to propose a not to exceed (NTE) allowance of \$100,000 and provide itemized reimbursable notes for the trips that are taken. This would confirm that the City is only reimbursing for trips that are taken, hopefully trips throughout the year may not cost the full budget, and have the ability to monitor the attendance. These expenses would cover flights, vehicle rental, lodging, and meals required. Should the allowance get close to being used up, an additional service may be required to amend the limit. Only staff members from out of the state will use this reimbursable allowance.

As stated in our previous memo, services will be broken down into the three phases below:

1. Preliminary Design: Project Visioning, Programming, and Site Investigation (Complete)
2. Phase 1: Design and Pre-Construction Services (to Start on June 1, 2025)
  - a. Schematic Design
  - b. Design Development (GMP)
3. Phase 2: Construction (To begin at the authorization of the GMP in September, 2025)
  - a. Construction Documents
  - b. Construction Administration
  - c. Project Closeout

**Scope of Work for Preliminary Design Services:**

1. Scope of Work includes the following disciplines: Architecture, Engineering, and Civil Engineering
  - a. Hold weekly coordination meetings with the stakeholders
  - b. Hold weekly meetings with the internal Design-Build team
  - c. Organize/conduct project Visioning and Programming engagement workshops with SOJ, City of Everett, Everett AquaSox, United Soccer League (USL), and other stakeholders:
    - i. Intro/Approach
    - ii. Goal Review
    - iii. Programming
    - iv. Communication Plan
    - v. Pull-Planning
    - vi. Parcel Review
  - d. Develop / confirm building program and review with stakeholders

- e. Begin preliminary design plan diagrams and section concept analysis based on Visioning and Programming workshops
  - i. Coordinate site plan and section analysis with Civil
- f. Coordinate target value estimate analysis with Bayley Construction.
- g. Coordinate teaming arrangements with specialty consultants as listed below and request proposals based on agreed upon scope and budget understanding.
  - i. Field Design Consultant
  - ii. Field Lighting Consultant
  - iii. Tribal Consultant
  - iv. Food Service Consultant
  - v. Landscape Consultant
  - vi. Building Envelope Consultant
  - vii. Code Consultant
  - viii. Civil Consultant
  - ix. Technology Consultant
- h. Start procurement of site investigation sub-contractors and sub-consultants (potholing utilities, survey, geotechnical/soils, environmental, hazardous materials) and coordinate site-related efforts:
  - i. Assist the Design-Build team with survey selection, scope of work and questions.
  - ii. Site walk with Snohomish County PUD (SnoPUD) to begin coordination for required electrical.
  - iii. Coordinate with the Design-Build team and the City of Everett to begin discussions on required utility relocations.

**Budget:**

\$42 million construction budget as established by Owner.

**Schedule:**

See above for anticipated phase starts. Should this schedule significantly deviate, additional services may be required.

**Compensation:**

Fixed fee lump sum of three million, nine hundred twenty-three thousand, five hundred and seven, and zero cents (\$3,923,507.00 USD) inclusive of lump sum reimbursable expenses. Provide a NTE allowance of \$100,000.00 for itemized reimbursable out of state services.

**GENERAL CONDITIONS OF LETTER AGREEMENT**

**Method Of Payment:**

Payment will be made by the client for work performed and expenses incurred by DLR Group in accordance with detailed monthly statements. Payments are due upon receipt of statement. Interest of one percent (1%) per month will be charged on amounts not paid within 30 days from the date on invoice. Payment thereafter to be applied first to accrued interest, then to unpaid balance. Nonpayment after 60 days from the date of invoice shall be cause of suspension of work by DLR Group.

**Additional Services:**

Should the scope of work or project change appreciably, or should the Client request additional services, additional time and compensation would be required. The fees for the additional services shall be billed at a negotiated rate. DLR Group will notify the Client at once if this occurs and will not proceed without your approval.

**Termination:**

The Client or DLR Group may terminate the Agreement at any time upon ten (10) days written notice to the other party of such termination specifying the effective date thereof. If termination occurs prior to the

completion of work hereunder, DLR Group shall, within ten (10) days thereafter, submit a statement of work performed and expenses incurred to the date of termination. Payment shall be made to DLR Group for such work and expenses upon receipt of statement.

**Liability:**

The total cumulative liability of DLR Group, its agents, servants, employees and sub consultants to the Client, with respect to services performed or to be performed pursuant to this Agreement, whether in contract, indemnity, contribution, tort (including but not limited to negligence) or otherwise shall be limited to the net fee (not including reimbursable expenses) received by DLR Group. DLR Group shall not be liable to the Client for special or consequential losses or damages including, but not limited to, loss of use. DLR Group shall not be liable to the Client for losses, damages, or claims for which the client fails to give notice to DLR Group within a reasonable time, not to exceed ninety (90) days from discovery.

Thank you for the opportunity to submit this proposal. Please do not hesitate to contact me with any questions or concerns.

Sincerely,  
DLR Group



Erica Loynd, FAIA  
Northwest Region Leader | Principal

*Please sign and date below to acknowledge your acceptance of this proposal.*

\_\_\_\_\_  
Client:

\_\_\_\_\_  
Date

cc: Andy West, Greg Garlock, Hans Hansen



Design-Build Contract for Everett Outdoor Events Center  
Exhibit C - Phase 1A Work and Fee Proposal

**Everett Outdoor Event Center**

City of Everett

May 6, 2025

**Fee Proposal Calculation R3**

DLR Group #

73-25119-00

**BAYLEY**

**DLRGROUP**

CONSTRUCTION COST LIMITATION				\$42,000,000			
We understand the baseline to be \$55M GMP which estimates a \$42M Construction Cost. Once scope/budget are finalized, fee will be revisited and adjusted accordingly.							
		% of CCL	Fee Amount	Comments	Consultant		
<b>AIA BASIC SERVICES</b>							
	Architectural / Interiors / Project Management	4.00%	\$1,680,000.00	Changed percentage from Original Draft	DLR Group		
	Civil	0.38%	\$157,600.00	Basic Service for Civil Engineering	KPFF		
	Structural	1.00%	\$420,000.00	Proposal modified. Reduced \$105,000	DLR Group		
	MEP	0.00%			Through Sub-Trade		
	Administrative	0.05%	\$21,000.00		DLR Group		
	Subtotal - Basic Services	5.43%	\$2,278,600.00				
<b>ADDITIONAL SERVICES</b>							
	Programming		\$150,000	PD	DLR Group		
	Landscape Architecture		\$42,000	*Estimate. Scope TBD	Walker   Macy		
	Advanced Civil Design		\$630,400	For Specific Engineering of this site	KPFF		
	IT/Low Voltage Systems/Security; Acoustics/ AV		\$185,196	Proposal modified. Reduced \$16,104	WJHW		
	Field Design Consultant		\$125,000	Proposal received	DA Hogan		
	Signage/Wayfinding		\$79,500	Proposal modified. Reduced \$26,500	DLR Group XGD		
	LEED - leadership and documentation, Silver		\$49,950	Proposal received	DLR Group		
	Climate Strategy/Energy Modeling		\$77,000	Proposal modified. Reduced \$2,500	DLR Group		
	Fundamental Commissioning		\$47,720	Proposal modified. Reduced \$2,680	DLR Group through Johansen?		
	Enhanced Commissioning		\$35,080	Proposal received	DLR Group through Johansen?		
	Life Safety/Fire Protection/Code Consultant		\$40,000	Proposal received	FSC		
	Building Envelope Consultant		\$25,000	Proposal received	RDH		
	Community Input Consultant		\$21,500	Proposal received	Headwater People, incl reimbursables		
	Food Service		\$0	TBD	TBD		
	Subtotal - Additional/Contingent Services		\$1,508,346				
	Subtotal consultant only fee			\$596,296			
	DLR Group Consultant Markup	10.00%	\$59,630				
	Subtotal - Additional/Contingent Services with markup		\$1,567,976				
<b>TOTAL FEES</b>			<b>\$3,846,576</b>				

Design-Build Contract for Everett Outdoor Events Center  
Exhibit C - Phase 1A Work and Fee Proposal

<b>EXCLUDED, OPTIONAL ADDITIONAL SERVICES</b>			<b>Estimate, if known</b>				
	Accelerated Design						
	Art Coordination						
	As-builts						
	Cost Estimating				Bayley		
	Curtainwall Consultant						
	Environmental Graphics		\$66,000	Proposal received	DLR Group XGD		
	Environmental Survey/Analysis						
	Existing Conditions survey or documentation						
	Field Lighting Consultant				Musco or Ephesus - Through Cochran		
	Furniture Fixtures and Equipment		\$21,000		DLR Group Interiors		
	Geotechnical Investigation and Report						
	LEED Submission and Certification		\$6,000	Proposal received			
	Off-site design work- utilities, civil, MEP, or IT						
	Physical model or outsourced renderings		\$5,000	Per rendering	Red Vertex		
	Soils conditions requiring special structural						
	Stormwater Quality						
	Structural Special Inspections						
	Survey				Harmsen (under Bayley)		
	Threat Assessment						
	Traffic						
	Vibration Analysis						
	Voice/Data wire and equip						
<b>REIMBURSABLE EXPENSES</b>							
	Review/Milestone Printing		\$0	Bayley or not required			
	City Civil plan review and permit fee		\$0	By Owner			
	Typical Reimbursables	2.00%	\$76,932				
	Utility reservation letters, ROW plan fees		\$0	By Owner			
	Accessibility check		\$0	By Owner			
	Plan review fees - City right-of-way		\$0	By Owner			
	Subtotal - Reimbursable Expenses (non out of state travel)		\$76,932				
	Out of State Travel - DLR Group only		\$100,000	Not to exceed reimbursables			

Design-Build Contract for Everett Outdoor Events Center  
Exhibit C - Phase 1A Work and Fee Proposal

FEE BY PHASE							
	Phase	Percentage	Fee	Phase	Percentage	Fee	
	PreDesign			Program Verification			
	Programming & Site Concept Planning	5.70%	\$219,255				
Phase 1	Schematic Design	14.30%	\$550,060	Schematic Design	0.00%	\$0	
	Design Development	25.00%	\$961,644	Design Development	0.00%	\$0	
Phase 2	Construction Documents	29.00%	\$1,115,507	Construction Documents	0.00%	\$0	
	Bidding and Negotiation	2.00%	\$76,932	Bidding and Negotiation	0.00%	\$0	
	Construction Administration	22.00%	\$846,247	Construction Administration	0.00%	\$0	
	Final Completion	2.00%	\$76,932	Final Completion	0.00%	\$0	
		100.00%	<b>\$3,846,576</b>		0.00%	\$0	

<b>Total Fee + Expenses</b>	<b>\$3,923,507</b>
<b>REMOVE \$70,000 Originally contracted</b>	<b>(\$70,000)</b>
<b>GRAND TOTAL for Amendment 01</b>	<b>\$3,853,507</b>
<b>Provide out of state DLR Group travel contingency NTE</b>	<b>\$100,000</b>

Out of State Travel Expenses Breakdown				Trips		Notes	Local Expenses		Total
February 2025	Project Kickoff / Visioning	3	1 visit, 3 people	February					
March 2025	Benchmarking Trip	2	1 visit, 2 people	March	\$10,000	PreCon			
June	SD	3	2 visits, 3 people	June					
July-Sept	DD / GMP	9	3 visits, 3 people	July, August, Sept (GMP Review)	\$24,000	Phase 1	\$30,234	\$54,234	
Sept-Nov	CD	9	2 visits, 3 people	Oct, Nov, Dec (CD Review)					
	Pre-Con Meeting	1	1 visit, 1 person						
	CA	14	14 visits, 1 person	14 months (trip once a month)					
	Closeout	3	1 visit, 3 people		\$54,000	Phase 2	\$42,312	\$96,312	
39 Total Trips									

\$2,000 estimate per trip (includes flights, hotel, meals, transportation)

**DLR Group Not to Exceed** **\$100,000**

**Consultants** trips will be included in consultant fee proposals

**Total** **\$100,000**

**Fee + Expenses by Phase Contract Breakdown**

Phase 1 Fee	\$1,730,959
Expenses (estimate)	\$54,234
<b>Total</b>	<b>\$1,785,193</b>
Phase 2 Fee	\$2,115,617
Expenses (estimate)	\$96,312
<b>Total</b>	<b>\$2,211,929</b>

**R1 Phase 1 Fee** Reduction from R1  
**1,988,417** \$203,224

TO **DLR Group, Inc.**  
C/O **Andy West**  
EMAIL **awest@dlrgroup.com**  
DLR Group, Inc.  
1128 Lincoln Mall, Ste. 103  
Lincoln, NE 68508

**31847.000**  
**Everett Multi-  
Purpose Stadium**

DATE April 15, 2025

REGARDING **Proposal for Building Enclosure Consulting Services**

Dear Andy West,

As requested, RDH Building Science Inc. (RDH) is pleased to provide you with this proposal for building enclosure consulting services for the project known as the Everett Multi-Purpose Stadium, located in Everett, Washington. Thank you for requesting this proposal.

The project consists of development of a full-service multi-purpose athletic field, training facility, and appurtenant retail, hospitality, and concession facilities. We understand the project is being developed using a progressive design-build model in partnership with Bayley Construction LP.

## **Scope Background**

We offer three levels of services: Building Enclosure Design, Design Assist, and Design Peer Review. Based on our correspondence and discussions we have written the rest of this proposal assuming the last option, Design Peer Review.

### **Building Enclosure Design Peer Review**

In this role, we provide recommendations on building enclosure assemblies and details on an as-requested basis and at predetermined milestones. Our recommendations are usually provided through electronic mark-up and review as well as through other informal correspondence as requested. Our project involvement and scope is at your discretion and, therefore, we bill on an hourly basis.

### **Scope of Work**

Our scope of services pertains to all assemblies that separate interior environments from exterior environments.

### **Design Peer Review**

We will review for thermal, air, vapor, and water-resistant barrier (drainage plane) continuity design documents that you provide us and attend follow-up meetings with you as necessary to discuss our comments. We understand that the DLR/Bayley team desires building enclosure design review at the following project stages:



#### Phase I

- Kickoff Meeting Attendance
- Address any building enclosure inquiries during the DD phase
- DD/GMP QAQC Review (Bluebeam session)

#### Phase II

- Address any building enclosure inquiries during the CD phase
- CD QAQC Review (Bluebeam Session)
- CA Support (RFIs and inquiries)

Although our comments may provide some limited design modification suggestions, we are not the Designer of Record, and others must evaluate the relevance of our comments to the actual design intent. The primary focus of our commentary will be to address design matters that we feel present excessive risk and in some cases to provide suggestions for design modifications that may reduce that risk.

Our review excludes the following:

- Dimensional coordination between architectural and structural drawings
- Review of sole source items
- Review of hidden cost implications
- Commentary on lead times that may result in delay

Our review comments will be provided in the form of electronic red-line mark-ups made directly on the drawings and supplemented with additional or clarifying comments in memorandum form. Our commentary will focus on review of moisture control strategies, general assemblies, detailing, and industry practice.

We also assume reviewing the relevant project specification sections. Our specification review is limited to Part 2 for materials only; we do not crosscheck references and do not compare Part 3 methodologies with manufacturers' required installation methods. Our specification review will be included in the memorandum.

Our scope does not include drafting or hand-drawn design of any conditions but may provide concept sketches or similar typical detail suggestions as we see fit.

### **Construction Phase**

As requested, this proposal includes a time and expense budget for construction administration support to be engaged at the team's discretion. The following are construction phase activities in which RDH staff are typically engaged:

#### *Pre-Installation Meetings*

We are available to attend pre-installation meetings with the design team and the General Contractor and subcontractors.



*Submittal and Shop Drawing Review:*

We can assist in reviewing submittals and shop drawings for enclosure assemblies.

*RFI/ASI Review:*

Provide support reviewing and responding to contractor Requests for Information (RFI) and Architect Supplemental Instructions (ASI).

*Mock-Up Review:*

Participate in mock-up coordination and review on-site.

## Construction Phase – Optional Services

*Water Testing*

RDH has all of the equipment and trained skilled staff necessary to perform water penetration (and/or air leakage) performance testing of glazing systems and assemblies. Each water test would be followed with a water penetration testing report. We have not included a budget for these services at this time but can do so upon your request.

*Whole-Building Air Leakage Testing*

As part of energy code compliance, this project may require whole-building air leakage tests for occupied/enclosed areas. RDH has the equipment and skilled staffing to perform whole-building air leakage testing. We can provide a separate scope and fee proposal for these services at your request.

## Fees and Terms of Agreement

FEE SUMMARY TABLE		
DESIGN PEER REVIEW	Base Scope	Optional
Design Peer Review (Time and Expense Allowance)	\$ 17,000	
<b>Design Peer Review Subtotal</b>	<b>\$ 17,000</b>	
<b>CONSTRUCTION STAGE</b>		
Construction Admin. Support (T&E Allowance)	\$ 8,000	
<b>CAS Subtotal</b>	<b>\$ 8,000</b>	
<b>CONSTRUCTION STAGE - OPTIONAL SERVICES</b>		
Water Testing		TBD
Whole-Building Air Leakage Testing		TBD
<b>TOTAL</b>	<b>\$ 25,000</b>	

## Expenses

Though we do not anticipate any expenses, if they are incurred, for site visits for example, we bill expenses at actual cost plus 10%.



## Terms

Our General Terms and Conditions for this project, including our Project Rate Sheet, is attached and made part of this agreement. Until and unless any replacement terms are mutually agreed upon, the terms of this agreement will apply to any services provided. Engagement of our services to any extent acknowledges your acceptance of these terms.

## Closure

This proposal is valid for 60 days from the date of this letter. If this agreement is acceptable, please sign a copy of this proposal in the space provided on the last page and return a signed copy by post or e-mail.

Please do not hesitate to contact the writer should you wish to discuss any aspect of our proposal. We look forward to working with you.

Yours truly,

A handwritten signature in blue ink, appearing to read 'Michael Kramer'.

**Michael Kramer** | LEED AP  
Principal, Senior Specialist  
mkramer@rdh.com  
T 617-326-2500  
**RDH Building Science Inc.**

encl.

cc Lisa Lazar  
Erica Loynd

DLR Group, Inc.  
DLR Group, Inc.

llazar@dlrgroup.com  
eloynd@dlrgroup.com



## Schedule "A" – Project Rates and Reimbursable Expenses

### PROJECT RATE ADJUSTMENT

RDH reviews its hourly Project Rates at the end of each calendar year. Based on RDH's review, Project Rates shall be increased by five to ten percent (5% - 10%) at the beginning of the next calendar year, with the updated Project Rates applied in invoices for that calendar year. The rate increase shall apply regardless of when a contract for services is executed or RDH's services commence, the duration of a project or of RDH services, and regardless of whether a project is suspended or otherwise delayed for any period.

### REIMBURSABLE EXPENSES AND LITIGATION SUPPORT

The Client agrees to pay direct expenses, grossed up by 10% to cover overhead, reasonably incurred by RDH in the performance of the services.

Equipment will be provided by RDH as required to perform the services and will be charged at rates established periodically and provided to the Client upon request.

Attendance at, and preparation for, court, mediation, deposition, discoveries, or hearings are at the above rates plus 50%. A different rate schedule may apply for work undertaken in connection with an expert role.

### PROJECT RATES

Title	Project Rates (\$/hr)
Senior Specialist (2)	340
Senior Specialist (1)	310
Specialist (2)	290
Specialist (1)	280
Senior Consultant (2)	265
Senior Consultant (1)	240
Project Consultant (2)	215
Project Consultant (1)	195
Consultant (2) Senior Coordinator	175
Consultant (1) Coordinator	155
Assistant	130





April 8, 2025

Mr. Andy West, AIA  
DLR Group  
51 University Street, Suite 600  
Seattle, WA 98101

Subject: Everett Outdoor Multipurpose Stadium  
Proposal for Civil Engineering Services – Phase 1 Contract  
Schematic Design – Design Development (GMP)

Dear Andy:

We are pleased to submit this proposal to provide civil engineering services for the Everett Outdoor Multipurpose Stadium project in Everett, Washington. Our scope of work is based on discussions with you and the “green” option picked by the City of Everett during the meeting on March 27, 2025.

#### **PROJECT DESCRIPTION**

We understand the “green” option was selected by the City of Everett. The stadium will sit at the southwest corner of the site, refer to the attached exhibit. Parcels 1 through 15 will be purchased by the city to accommodate the new stadium development. Parcels 27 and 28 may be acquired depending on the need for site laydown space and final test fits during schematic design. Utility reroutes include the large 60-inch combined sewer, 6-inch water main and SnoPUD electrical service.

#### **SCHEDULE**

We understand the project schedule is as follows:

Schematic Design	1/1/2025 – 4/28/2025
Design Development/GMP	4/28/2025 – 9/8/2025

If the Phase 1 schedule extends beyond the dates identified above, we request the opportunity to renegotiate our phase 1 fee to cover the additional time and effort.

Mr. Andy West  
April 8, 2025  
Page 2

## **SCOPE OF WORK**

### ***SCHEMATIC DESIGN***

Schematic design deliverable will consist of a civil engineering systems narrative. The civil narrative section will cover the following items:

- Site Description
- Applicable Codes
- Site Demolition
- Construction Stormwater
- Vehicular site circulation
- Mass Grading
- Proposed Utilities
- Existing Utility Reroutes
- Storm Drainage Mitigation

We will also attend weekly coordination meetings with the design build team and explore options for site layout with DLR.

### ***DESIGN DEVELOPMENT/GMP***

We will prepare civil engineering plans and draft technical specifications for the design-build team to use in developing a Guaranteed Maximum Price (GMP) for the City of Everett. We recommend an early site demolition permit set will be prepared during DD to facilitate site preparation construction activities. Refer to the table below for anticipated the DD/GMP deliverables.

Mr. Andy West  
April 8, 2025  
Page 3

	PHASE 1			PHASE 2 (NIC)	
	SD	DD/GMP	Building Demolition Permit*	CD+	Subsequent Permit Packages+
<b>PLAN SHEETS</b>					
Notes/Cover Sheet		◆	◆	◆	◆
Construction Baseline Plan				◆	◆
Temporary Erosion and Sediment Control (TESC) Plan		◆	◆	◆	
TESC Details		◆	◆	◆	
Site Demolition Plan		◆	◆	◆	
Site Demolition Details			◆	◆	
Foundation Drainage Plan		◆		◆	
Site Utility and Storm Drainage Plan		◆		◆	◆
Site Utility and Storm Drainage Profiles and Details				◆	◆
SnoPUD Reroute Plan		◆		◆	◆
SnoPUD Reroute Profile				◆	◆
Paving and Grading Plan		◆		◆	◆
Grading Details and Enlargements				◆	
Paving Details		◆		◆	◆
<b>SUPPORTING DOCUMENTS</b>					
Storm Drainage Report		◆	◆	◆	◆
Civil Design Narrative	◆				
Specifications		◆		◆	◆
Utility Reroute Exhibit	◆				
<b>NUMBER OF TEAM MEETINGS</b>	4	24		12	

Mr. Andy West  
April 8, 2025  
Page 4

\*Based on pull-planning efforts to date, we recommend an early building demolition package be submitted during the DD phase. This proposal incorporates that recommendation.

\*We anticipate the project will implement phased permitting to facilitate staggered construction activities and increased flexibility and efficiency for Bayley. A phased permitting strategy will be defined based on pull-planning efforts to take place during Schematic Design. We will provide a full proposal for Phase 2 services subsequent to Schematic Design.

### **INFORMATION REQUIREMENTS**

- Architectural site and stadium plans in AutoCAD format for use as the base for our civil documents.
- A geotechnical report with recommendations for earthwork, compaction, paving sections, stormwater infiltration, and subsurface drainage will be provided. The report will also address groundwater depth and flows, as well as anticipated site pollutant loadings.
- A utility and topographic survey in AutoCAD format meeting the requirements outlines in the KPFF survey request form provided to Bayley on 1/27/2025.
- Preliminary design and layout from SnoPUD for the proposed electrical service reroutes.

### **ASSUMPTIONS**

- The existing water main, combined sewer main, and gas main are of adequate depth and capacity to meet the requirements of the project and have sufficient gradient to allow for the rerouting around the stadium without the need for lift stations.
- Coffman will provide lead coordination with utility purveyors to determine power and communication infrastructure undergrounding requirements. KPFF will provide plan and profiles for routing power and communication duct banks for construction based on design by electrical engineer (Coffman or utility purveyor). Information provided to KPFF will include the number and size of conduits and vaults and a schematic layout plan. Profile won't occur until the CD phase.
- Coffman will identify loads for power and communications for the proposed buildings, and make an application to Snohomish County PUD and communications purveyors.
- SnoPUD will design, permit, and construct the Transmission Line reroute. SnoPUD will coordinate with the design-build team for size and location of new power poles to ensure the stadium meets setback requirements.
- Project illumination engineer will prepare:
  - A site lighting layout and coordinate layout and associated electrical loads with SnoPUD for power feed.
  - Illumination calculations for approval by the City.

Mr. Andy West  
April 8, 2025  
Page 5

- Light pole layout to KPFF for use in civil drawings for coordination with site utilities.
- A 50-stall player and staff parking lot will be included with the base bid. Additional parking requirements will be explored during the SD phase.
- DLR will design and document all grading over and within the structure. KPFF will document grading outside the stadium structure.
- KPFF will design and document all vehicular and pedestrian pavement sections with input from the Geotechnical Engineer. Any specialty finish or jointing would be by the landscape architect.
- A specialty sports field consultant will design and document all elements of the proposed sports field including material, grading, striping, and drainage.
- The proposed development will not result in an increase to the existing impervious surface area, therefore, flow control is not required.
- Water quality treatment will not be required because the site discharges to a combined sewer system.
- KPFF will prepare off-site street improvement plans in compliance with City Standards. The project landscape architect will provide landscape, irrigation, and non-standard sidewalk design.
- KPFF will not be providing a Revit BIM model of site improvements or utilities. KPFF will provide a digital terrain model of the site grading and utility profiles in Civil3D for inclusion into the project BIM model.
- Structural design for site walls, planters, light pole bases, and vaults is by DLR structural team.
- KPFF will prepare a SWPPP and assist Bayley with the Notice of Intent (NOI) to obtain coverage under the Department of Ecology (DOE) NPDES permit. The permit will be held by Bayley.

## **EXCLUSIONS**

- Demolition documentation for electrical infrastructure, partial/full building demolition, and hazardous materials.
- Lift station (pump) design (not anticipated).
- Horizontal control for the proposed building (by DLR).
- Turbidity Monitoring Plan.
- Temporary or permanent dewatering design (by others).
- Cost estimating (by Bayley)
- Boundary Line Adjustment (BLA) and Easements (by the surveyor)

Mr. Andy West  
April 8, 2025  
Page 6

**FEES**

We will provide the above civil engineering services for the following lump sum fees.

Schematic Design	\$ 43,800
Design Development/GMP	<u>338,200</u>

<b>Total Phase 1 Fee</b>	<b><u>\$ 382,000</u></b>
--------------------------	--------------------------

Thank you for this opportunity to serve DLR Group. If you have any questions concerning this proposal, please feel free to call me at (206) 622-5822.

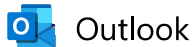
Sincerely,

Joss Gramstad, PE  
Associate

JCG:heh

Enclosure

1900684 – 20



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**RE: [EXTERNAL] Everett Outdoor Multipurpose Stadium - Code Consulting RFP**

---

**From** Ali Alaman <aalaman@fsc-inc.com>

**Date** Wed 4/2/2025 8:18 AM

**To** Andy West <awest@DLRGROUP.com>

**Cc** Nick Jenia <njenia@fsc-inc.com>; Ali Alaman <aalaman@fsc-inc.com>

Andy,

In terms of a rough range, please find below our fee estimates.

- Phase 1 (SD-DD): \$24,000
- Phase 2 (CD-CA): \$16,000

Best regards.

**Ali Alaman, PE**

Principal

Code Consultant, Fire Protection Engineer

**FSC Inc.**

M: 913-406-0944

P: 816-333-4373

[aalaman@fsc-inc.com](mailto:aalaman@fsc-inc.com)

[www.fsc-inc.com](http://www.fsc-inc.com)

---

**From:** Andy West <awest@DLRGROUP.com>

**Sent:** Monday, March 31, 2025 12:19 PM

**To:** Ali Alaman <aalaman@fsc-inc.com>; Nick Jenia <njenia@fsc-inc.com>

**Subject:** [EXTERNAL] Everett Outdoor Multipurpose Stadium - Code Consulting RFP

Ali/Nick-

Hope all is well. I wanted to send out an update on we are with the Everett Outdoor Multipurpose Stadium project. Attached is a program/scope outline and below is key project information with a proposed schedule (more detailed schedule to come). If you could, please use this information to provide a Phase 1 and Phase 2 fee proposal breakout and we can review and discuss accordingly.

Project Info / Proposed Schedule:

- Progressive Design-Build Delivery (with Bayley Construction)
- \$42M Construction Cost Target
- City Council Contract Approval – mid-May
- Phase 1 (SD-DD)
  - SD Deliverable Deadline – End of June
    - Systems Narratives by Discipline / Specialty Consultant
      - Supplemental Plan Markup Overlays (if necessary)
  - DD (GMP) Deliverable Deadline – Early September
    - Drawings
    - Specs
- Phase 2 (CD-CA)

- Design-Build Contract for Everett Outdoor Events Center
- Exhibit C - Phase 1A Work and Fee Proposal
- o CD Deliverable Deadline – Mid-November
  - Drawings
  - Specs
- o Construction Completion – April 2027

Anticipated Code Consulting scope (similar approach to the Mizzou Endzone project):

- Phase 1 – SD - DD(GMP)
  - o Attend Phase Kickoff Meetings, attend weekly meetings as needed
  - o Code Feedback
  - o Support Design Team with AHJ meetings/reviews
  - o Code Report
  - o Provide Consulting, as needed
  - o Life Safety Plans
  - o DD/GMP QAQC Review (Bluebeam Session)
- Phase 2 – CD - CA
  - o Attend Phase Kickoff Meetings, attend weekly meetings as needed
  - o Code Feedback
  - o Support Design Team with AHJ meetings/reviews
  - o Update Code Report
  - o Provide Consulting, as needed
  - o Update Life Safety Plans
  - o CD QAQC Review (Bluebeam Session)
  - o CA Support (RFIs and inquiries)
- Additional Fee/Scope Breakout
  - o Fire Modeling

Bayley Construction (DB Partner) is asking for an idea on overall fee, so if you have a rough range of where you anticipate your fee to be in the next day or two, that would be helpful to make sure we're in the right ballpark—then from there, we can coordinate further and refine to make sure we're covered as you work through the formal proposal.

Please reach out if you have any questions or need any additional information— happy to jump on a call, if needed.

Thanks,  
Andy

**Andrew S. West, AIA**

Architect | Senior Associate

[awest@dlrgroup.com](mailto:awest@dlrgroup.com)

**DLR Group**

o: [402-393-4100](tel:402-393-4100) | d: [402-972-4099](tel:402-972-4099) | m: [402-659-4479](tel:402-659-4479)

[Explore our 2024 Annual Report](#)





**DLR Group inc.**  
**an Arizona corporation**

6225 North 24th Street, Suite 250  
Phoenix, AZ 85016

4/1/2025

Re: Everett Multipurpose Sports Stadium – LEED Commissioning Scope of Work

Thank you for asking DLR Group for a proposal for the following commissioning services associated with the pursuit of LEED v4 BD+C: New Construction for the Everett Sports Stadium.

Our Professional Engineers (PE's), Certified Commissioning Authorities (CxA's), RESET, WELL & LEED Accredited Professionals, stand ready to provide premier service for your project, to help create smarter, healthier buildings that support both increased energy efficiency and enhanced indoor environmental quality to elevate occupant comfort and well-being and reduce carbon emissions.

DLR Group shall provide Commissioning (Cx) services and act as Commissioning Authority (CxA) to provide functional confirmation and quality assurance for the following systems and their associated controls to meet the Owner's Project Requirements.

## **COMMISSIONING**

DLR Group's commissioning process meets and often exceeds the basic requirements of the 2021 International Energy Conservation Code.

DLR Group's commissioning process shall meet or exceed the following industry codes, standards and guidelines:

- ASHRAE Guideline 0-2019 – The Commissioning Process
- ASHRAE Guideline 1.1-2007 – HVAC&R Technical Requirements for the Cx Process.
- ASHRAE Standard 202-2018 – Commissioning Process for Buildings and Systems
- Building Commissioning Association (BCA): New Construction Building Commissioning Best Practices
- ACG Commissioning Guideline for Building Owners, Design Professionals and Commissioning Service Providers, 2nd Edition, AABC Commissioning Group (ACG), 2005.
- NEBB; Procedural Standards for Whole Building Systems Technical Commissioning for New Construction, National Environmental Balancing Bureau (NEBB), 2014
- SMACNA HVAC Systems Commissioning Manual.

## **COMMISSIONING SCOPE OF WORK:**

DLR Group to provide commissioning services for mechanical, electrical, plumbing, and renewable energy systems and assemblies in accordance with ASHRAE Guideline 0-2013 and ASHRAE Guideline 1.1-2007 for HVAC&R Systems, as they relate to energy, water, indoor environmental quality, and durability.

The following is a breakdown of anticipated scope for required commissioning activities along with additional scope options pertaining to the U.S. Green Building Council's LEED BD+C: New Construction v4.

ELEVATE *the*  
HUMAN EXPERIENCE  
THROUGH DESIGN

**LEED BD+C: New Construction – Energy & Atmosphere – Fundamental Commissioning (Prerequisite):**

**Design Phase:**

1. Assist with development of the Owner Project's Requirements (OPR) and Basis of Design (BOD)
2. Conduct reviews of the Design Documents that will cover compliance with OPR and BOD.
3. Develop a Commissioning Plan including all the procedures listed here and identifying the Team members, outlining the Cx process, Commissioning Checklists and Testing Scripts, and projecting a schedule for Cx activities.
4. Prepare specification sections for Commissioning for inclusion in the construction documents.
5. Participate in the following meetings during the design phase:
  - (1) Design Phase Commissioning Kick-Off Meeting
  - (1) Design Review Meeting
  - (1) Design Phase Controls Review Meetings
  - (3) Commissioning Plan Review Meetings

**Construction Phase**

1. Coordinate and direct the Commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules and technical expertise.
2. Request and review additional information required to perform review tasks, including contractor start-up and checkout procedures.
3. Observe HVAC and plumbing installation and its compliance with the plans, specifications and ASHRAE 62.1-2016 (or most recent version). Attending selected planning and job-site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/substitutions relating to the Commissioning process. Assist in resolving any discrepancies.
4. Before startup, gather and review the current control sequences (from the approved submittals as provided by the controls contractor) and interlock and work with contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.
5. Develop construction checklists to be completed by the installing contractors for systems within the commissioning scope.
6. Verify systems start up by reviewing start-up reports, construction checklists, and by selected site observation.
7. Write the functional performance test procedures from the design engineer's approved control shop drawings submittals.
8. Review Test and Balance reports in preparation for functional testing. Verification of test and balance report is to occur through site observation, spot testing and functional performance tests.
9. Direct, witness and document the verification of the sequence of operation for all equipment and systems including all terminal units. Verification is performed by the contractor and witnessed by the Commissioning Agent and shall be done for all operational and seasonal modes of control. Verification includes a visual determination that all components and systems respond as called for in the sequences and function in accordance with the design requirements. The Commissioning Agent shall provide the contractors with the necessary functional test forms and procedures for these tests. The Commissioning Agent shall personally witness these tests.
10. Provide the project team with written progress reports and test results with recommended actions.
11. Coordinate retesting as necessary until satisfactory performance is achieved.
12. Compile and maintain a system verification report log.
13. Provide a preliminary commissioning report.
14. Participate in the following meetings and site visits during the construction phase:
  - (1) Pre-Bid Meeting

- (1) Owner Training Coordination Meeting
- (1) Construction Phase Commissioning Kick-Off meeting
- (Monthly) Commissioning progress / Team Collaboration meetings
- (1) Construction Phase Controls meeting
- (6) Construction observation site visits
- (6) Functional testing site visits

Occupancy Phase:

1. Prepare and maintain a Current Facilities Requirements and Operations and Maintenance Plan that contains the information necessary to operate the building efficiently.
2. Provide a final commissioning report including an executive summary, brief description, overview of testing scope and a general description of testing and verification methods, along with a summary of the process used. Each non-compliance issue shall be referenced to the specific functional test, trend log, etc. where the deficiency is documented.
3. Participate in the following meetings site visits during the occupancy phase:
  - (1) Project closeout meeting

**LEED BD+C: New Construction – Energy & Atmosphere – Enhanced Systems Commissioning (3-4 Points)**

Path 1: Enhanced Commissioning:

Design Phase:

1. Verify inclusion of systems manual requirements in construction documents.
2. Verify inclusion of operator and occupant training requirements in construction documents.
3. Participate in the following meetings and site visits during the design phase:
  - (3) Additional Design Review Meetings

Construction Phase:

1. Review contractor submittals for testability of ventilation equipment, temperature controls, and other water and air flow control devices.
2. Verify systems manual updates and delivery to include BOD, one-line diagrams, control sequences, and O&M manuals.
3. Verify operator and occupant training delivery and effectiveness.
4. Develop an on-going commissioning plan to include facility requirements and maintenance plans.

Occupancy Phase:

1. Verify seasonal testing of systems that require testing under design conditions (e.g. heating system in winter)
2. Review building operations 10 months after substantial completion.
3. Participate in the following meetings and site visits during the occupancy phase
  - (2) Seasonal functional testing site visits
  - (2) Training sessions with contractors and facility personnel.
  - (2) Warranty Walk site visits

Path 2: Monitoring-Based Commissioning:

Where monitoring-based commissioning is included, DLR Group shall develop monitoring-based procedures and identify points to be measured and evaluated to assess performance of energy- and water-consuming systems.

Design Phase:

1. Issue Cx specifications for inclusion in bid/permit Documents to include monitoring-based Cx requirements.

Occupancy Phase:

1. Development of Monitoring Based Commissioning Plan.
  - a. The monitoring-based commissioning plan will document roles and responsibilities; measurement requirements (meters, points, metering systems, data access); the points to be tracked, with frequency and duration for trend monitoring; the limits of acceptable values for tracked points and metered values (where appropriate, predictive algorithms may be used to compare ideal values with actual values); the elements used to evaluate performance, including conflict between systems, out-of-sequence operation of systems components, and energy and water usage profiles; an action plan for identifying and correcting operational errors and deficiencies; training to prevent errors; planning for repairs needed to maintain performance; and the frequency of analyses in the first year of occupancy (at least quarterly).
2. Review Systems Manual to include Monitoring Based Commissioning needs.
3. Collect the first twelve (12) months of electrical and natural gas utility data and benchmark facility performance in an associated report.

**LEED BD+C: New Construction – Energy & Atmosphere – Envelope Commissioning (2 Points):**

Where Building Enclosure Commissioning (BECx) is included, DLR Group to provide commissioning services for the building's thermal envelope in accordance with ASHRAE Guideline 0–2005 and the National Institute of Building Sciences (NIBS) Guideline 3–2012, Exterior Enclosure Technical Requirements for the Commissioning Process, as they relate to energy, water, indoor environmental quality, and durability.

Design Phase

1. Review and document the OPR and BECx plan.
2. Provide a design review of the enclosure related drawings and specifications at the CD phase.
3. Provide a building enclosure commissioning specification for inclusion in the design documents.

Construction Phase:

1. Review contractor submittals pertaining to the building enclosure.
2. Verify systems manual updates and delivery to include BOD, warranties, and O&M manuals.
3. Verify operator and occupant training delivery and effectiveness.
4. Issue building envelope construction checklists.
5. Provide twelve (12) observational site visits to observe installation of the building enclosure. Site visits are to be coordinated with the construction manager and Owner. Site visits are recommended for the beginning and near completion stages of air/vapor barrier installations, curtain wall installations, window installations, roof system installations, and any other project specific systems pertaining to the building enclosure and related performance.
6. Provide a written field report disclosing the findings of the quality observations.
7. The BECxA shall provide an Issues Log. The Issues Log will be maintained on the field reports.

Occupancy Phase:

1. Perform seasonal testing pertaining to any infrared scanning that may be performed.
2. Perform a 10-month post-occupancy review of the building enclosure and provide a report.
3. Report on any infrared scanning performed by a third party.
4. Report on any water hose testing performed by a third party

LEED BD+C: New Construction - Fundamental Commissioning and Verification		Fee
EA Prerequisite - Fundamental Commissioning		\$47,720.00
LEED Fundamental Cx: Phase I		\$19,480.00
LEED Fundamental Cx: Phase II		\$28,240.00
<b>Total Fundamental Commissioning Fee (Required)</b>		<b>\$ 47,720.00</b>

LEED BD+C: New Construction - Enhanced Commissioning		Fee
Option 1. Enhanced Systems Commissioning (3-4 points)		
Path 1: Enhanced Commissioning (3 points) <b>Required by WA Energy Code</b>		\$35,080.00
<del>Path 2: Enhanced and Monitoring-Based Commissioning (4 points)</del>		<del>\$9,560.00</del>
<del>Option 2. Building Enclosure Commissioning (2 points)</del>		<del>\$32,500.00</del>
LEED Enhanced Cx: Phase I		<del>\$16,350.00</del>
LEED Enhanced Cx: Phase II		<del>\$60,790.00</del>
<b>Total Enhanced Commissioning Fee (Optional)</b>		<b>\$77,140.00</b>


P1: \$7,450  
P2: \$27,630  
T: \$35,080

	Total Fee	
Fundamental Commissioning Fee + Enhanced Commissioning Options - Phase 1	<del>\$35,830.00</del>	P1: \$26,930
Fundamental Commissioning Fee + Enhanced Commissioning Options - Phase 2	<del>\$89,030.00</del>	P2: \$55,870
<b>Total Fundamental Commissioning Fee + Enhanced Commissioning Options</b>	<b>\$124,860.00</b>	<b>T: \$82,800</b>

Notes:

1. Pricing for additional Commissioning scope for other building systems not specifically required to be commissioned per IECC 2021, including, but not limited to fire pumps, electronic safety and security systems, emergency generators, site utility systems and vertical transportation can be included upon request on a T&M basis at DLR Group's standard hourly rates.
2. DLR Group has no contingency included for retesting equipment that has failed functional testing of equipment. Upon receipt of a completed pre-functional checklist or a system-readiness letter from the contractor, DLR Group shall functionally test the equipment. In the event that retesting is required due to the systems not being ready for testing due to the contractor not being completed, then retesting shall be completed on a 'work order' basis. It shall be the contractor's responsibility to properly prepare systems for testing and if a test fails, the contractor is solely responsible to bear the added cost for retesting.

Sincerely,  
DLR Group

Accepted by:  




Anthony Montez, PE, CxA | Senior Associate  
National Commissioning Leader

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



Proposal for Design Consultation Services

Project: Everett Multi-Purpose Stadium

Client: DLR Group & SOJ

Submitted by: Headwater People

HEADWATER PEOPLE

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Headwater People is pleased to submit this proposal to provide design consultation services for the new multi-purpose stadium in Everett, Washington. Our work will focus on engagement with the Tulalip Tribes and other regional tribes, incorporating Coast Salish and Tulalip art and design into the project.

Our team has extensive experience in leading Tribal engagement and cultural design integration, with successful collaborations on projects such as the Seattle Aquarium, Elliott Bay Connections, and the Pacific Science Center. We bring deep relationships with Indigenous communities and a proven track record of ensuring authentic representation in public spaces.

Headwater People excels at bridging the gap between a Western design perspective and Coast Salish-informed artists, designers, and Tribal leaders. We foster meaningful collaboration by supporting and working alongside architects and planners, ensuring they feel engaged and confident in incorporating Indigenous perspectives. At the same time, we provide crucial support for Native artists and designers by facilitating pathways for their work to be showcased in a significant public venue, ensuring their contributions are recognized and valued. Our goal is to cultivate an inclusive and enriching process where all parties feel connected to a shared vision and take pride in their collective contribution.

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## Scope of Work

Headwater People will lead the engagement with the Tulalip Tribes and other tribes that may be identified during the course of the project. Our work will include:

1. Tribal Engagement & Relationship Building
  - Establish and maintain communication with the Tulalip Tribes and other Indigenous communities.
  - Facilitate discussions to ensure Tribal voices are represented in the stadium design process.
2. Identification of Indigenous Designers & Artists
  - Work with the Tulalip Tribes and other stakeholders to identify designers and artists specializing in Coast Salish and Tulalip art.

- Provide recommendations on artists who can contribute to the visual and cultural integrity of the stadium.
  - 3. Design Consultation & Cultural Integration
    - Advise on the infusion of Coast Salish and Tulalip artistic elements into the stadium's architecture.
    - Collaborate with DLR Group to ensure culturally appropriate and meaningful design outcomes.
  - 4. Community and Stakeholder Collaboration
    - Organize meetings and workshops with Tribal representatives, stadium designers, and project stakeholders.
    - Ensure transparency and alignment between all parties involved.
  - 5. Project Impact & Equity Enhancement
    - Advocate for an inclusive design process that respects Indigenous heritage and identity.
    - Ensure that the project serves Everett's diverse community.
- 

## Compensation

Lump Sum Fee: \$20,000

Headwater People will provide the services described in this proposal for a fixed lump sum fee of \$20,000. This fee reflects the estimated time, expertise, and scope required to fulfill the services outlined.

Invoices will be submitted based on percentage of work completed, aligned with key project milestones. Headwater People will include brief progress summaries with each invoice to maintain transparency.

Although this is not an hourly contract, we will track and report hours worked as part of each invoice to provide clarity on the level of effort. If the hours required to complete the work exceed the original scope, we will submit an Additional Service Request (ASR) for client approval before continuing beyond the base agreement.

## Estimated Billing Schedule by Project Phase

Phase of Work	% of Fee	Amount
Initial Engagement & Tribal Outreach Kickoff	20%	\$4,000



Artist Identification & Early Design Input	25%	\$5,000
Tribal Collaboration & Meeting Facilitation	30%	\$6,000
Design Review & Cultural Integration Support	15%	\$3,000
Final Input & Project Close-out	10%	\$2,000
Total	100%	\$20,000

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#### **Estimated Hours (Informational Only)**

Team Member	Estimated Hours
Colleen Echohawk	~45 hours
Owen Oliver	~35 hours
Total Estimated	~80 hours

These estimates are provided for transparency only. Should work significantly exceed these projections, an ASR will be proposed and approved in advance.

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#### **Reimbursable Expenses**

Headwater People will bill separately for approved reimbursable expenses directly related to the project. These will be itemized on each invoice.

Eligible reimbursables include:

- Gifts for Tribal partners (estimated at \$500), in alignment with cultural protocols
- Mileage for travel, reimbursed at the Washington State rate (currently \$0.67 per mile)
- Lodging, if overnight travel is required – \$250 per night
- Meals, during travel or full-day engagements – \$100 per day
- Printing and materials for meetings, presentations, or community engagement
- Other incidentals that support Tribal engagement and consultation

Not-to-Exceed Total for Reimbursables: \$1,500

*Mileage and rates may be adjusted with client approval based on state guidelines or project needs.*

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#### Exclusions & Additional Services

The following services are excluded from the \$20,000 base fee. If any of these or other unanticipated needs arise, they will require a separately approved Additional Service Request (ASR) prior to beginning work.

- Payment or contracting of Tribal artists
- Event planning
- Major changes in project timeline or scope that require additional time
- Additional design or facilitation beyond what is included in scope of work
- Participation in project phases not currently defined

Each ASR will include scope, cost, and timeline for review and approval.

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#### Project Team

- Lead Consultant: Colleen Echohawk – CEO & Founder, Headwater People
  - Consultant: Owen Oliver – Indigenous Engagement Specialist
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### **Project Timeline**

- Engagement & Coordination: Start upon contract approval – ongoing
  - Artist Identification: 3–6 months, dependent on artist availability and Tribal council approval
  - Cultural Integration Work: Concurrent with design phases
  - Final Review & Closeout: prior to project completion
- 

### **Conclusion**

The Everett Multi-Purpose Stadium presents a unique opportunity to celebrate Indigenous culture and ensure an inclusive, community-driven design process. Headwater People's involvement will help elevate the project's impact, ensuring meaningful representation of the Tulalip Tribes and other Indigenous communities. We look forward to collaborating with all stakeholders to make this vision a reality.

For further conversation, please contact:

Colleen Echohawk

[colleen@headwaterpeople.com](mailto:colleen@headwaterpeople.com)

206-681-3714

April 2, 2025 (v2)

Andrew S. West, AIA  
DLR Group  
via e-mail [awest@dlrgroup.com](mailto:awest@dlrgroup.com)



Re: Everett Outdoor Multipurpose Stadium  
Professional Services Scope & Fee Proposal

Dear Andy,

D.A. Hogan & Associates is pleased to submit the following proposal for professional services for the design & construction administration of a new Everett Stadium located in Everett, WA. D.A. Hogan & Associates, Inc. proposes to serve as a Sub-Consultant to DLR Group, responsible for coordinating all necessary work related to the design and construction of the field level playing surfaces necessary for a successful project.

**PROJECT UNDERSTANDING**

The project will be as proposed by Bayley Construction.

DA Hogan & Associates proposes to coordinate with DLR and Bayley, along with associated design disciplines and subcontractors as necessary to provide designs, plans, and specifications related to the field level playing surfaces including field subgrade establishment and site grading, field subsurface drainage and connection to a conveyance provided by others, layout of synthetic turf playing surfaces and other related, game-related equipment and furnishings, and water systems for field conditioning and washwater. We also propose to provide construction administration support and construction quality control support for these areas.

Our proposed Scope of Services, Schedule A, and Fee Proposal, Schedule B, follow.

Certificates of Insurance and Confirmation of Coverage/Additional Insured will be forwarded directly to you from our insurance carrier upon and concurrent with execution of a contract. Please do not hesitate to contact me if you need further information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Gold", is positioned above the printed name.

Eric Gold ASLA, Principal  
D.A. Hogan & Associates, Inc.

**Attachments:**

Schedule A Scope of Work  
Schedule B Fee Proposal  
Exhibit 1, Preliminary Site Plan

## **SCHEDULE A**

### **Professional Engineering & Landscape Architecture Services Everett Outdoor Multipurpose Stadium**

#### **SCOPE OF SERVICES**

##### **1.1 PHASE I – SCHEMATIC DESIGN**

- A. Generally, from the current concept, arrive at an approved Schematic Design, Coordinate Cost Estimating, and identify any issues affecting Permitting Strategy.
- B. Design Verification  
Verify the existing preliminary plan as follows;
  - 1. Receive and review the Site Topographic Survey and Geotechnical Report prepared by others.
  - 2. Perform Site Analysis including topographic, utilities, and circulation to identify options for field grading and drainage.
  - 3. Verify Program Elements including field of play / markings, warm up areas, etc.
- C. Preliminary Specification and Cost Estimating
  - 1. Provide a detailed narrative establishing quality standards associated with the construction.
  - 2. Coordinate minimum construction standards; Identify typical details and materials specifications to be utilized in support of the Contractors cost estimating effort.
  - 3. Develop and Facilitate a synthetic turf specification / product / brand selection process as needed.

##### **1.2 PHASE II –DESIGN DEVELOPMENT**

- A. Generally, advance the design effort through final approval of all proposed systems and materials, continue technical review and value engineering processes, and coordinate further refinement of cost proposals (100% Design Development).
- B. Coordinate with other consultant team members regarding site layout, utilities, grading, and drainage.
- C. Preliminary design and drawing preparation including layout, grading, drainage, water systems for field conditioning and washwater, edge transitions, imported field base materials, synthetic turf field surfacing systems, and other site amenities as applicable.
- D. Coordinate value engineering and technical review by the GC and Design Lead
- E. Review and comment on Contractor GMP.
- F. Consultation as requested.

##### **1.3 PHASE III – FINAL DESIGN PHASE / CONSTRUCTION DOCUMENTS**

- A. Generally, conclude all design production (100% Construction Documents).
- B. Final documentation of all included systems and components.
- C. Final working drawings and construction details including layout, grading, drainage, water systems for field conditioning and washwater, edge transitions, imported field base materials, synthetic turf field surfacing systems, and other field equipment as applicable.
- D. Construction technical specifications complete.
- E. Coordinate final value engineering and technical review by the GC and Design Lead.
- F. Implement any revisions required as a condition of local permitting.
- G. Review the Contractors final cost proposal and provide comment and recommendation.

##### **1.4 PHASE IV –CONSTRUCTION PHASE**

- A. Attend pre-construction conference as needed.

- B. Endorse for approval or disapproval all materials and equipment submitted by the Contractor.
- C. Conduct surveillance of construction to include periodic visits to the site to observe the progress and quality of the work. It is expected that the Contractor will coordinate their work with the budgeted Construction Phase Inspections identified by DA Hogan.
- D. Monitor construction progress and quality with decisions relative to contract performance
- E. Issue instructions for and of the Owner to the Contractor and respond to requests for information, field directives and changes orders, if applicable.
- F. Guard the Owner against deficiencies in the work and approve or disapprove work in conformance with the contract documents.
- G. Keep the Owner advised as to the progress of the work.
- H. Assure for the Owner that the completed project will conform to the requirements of the contract documents.
- I. Substantial completion inspection with distribution of discrepancy (punch list) items.
- J. Review of contract progress payment requests for the work.
- K. Final inspection and certification of completion.

1.5 PHASE V - CONTRACT CLOSE OUT PHASE

- A. Receive and Review Contractor Markup / As-Built Documents.
- B. Process Markup into Archival Media / AutoCADD and PDF deliverables.
- C. Process Contractor/vendor operating and maintenance manuals as required.

1.6 WORK NOT INCLUDED

- A. Full-time, on-site inspection
- B. Site survey and construction control bench marks
- C. Traffic Studies
- D. Wetland or other Sensitive or Critical Areas investigation
- E. Exploration and excavations for verification of existing conditions and utilities.
- F. Cost of printing of review, permit application, bidding, distribution costs and construction record documents.
- G. Laboratory charges for construction testing.

1.7 GC/LEAD DESIGNERS RESPONSIBILITIES

- A. Assist the Engineer by placing at his disposal all available information pertinent to the site.
- B. Provide digital site topographic survey, including boundary survey if required as a condition of any necessary permit.
- C. Provide adequate Geotechnical Exploration and Engineering Recommendations.
- D. Assumption of Financial Responsibility for all Permit Fees levied by affected agencies.

1.8 CONSTRUCTION BUDGET

- A. Construction Estimates calculated by DA Hogan from the conceptual plan (approximately 146,000sf) are as follows;

Contractor General Conditions	NA
Site Preparation & Demolition	NA
Site Storm Drainage Infrastructure P.O.C. (LS)	50,000
Subsurface Drainage & Field Base Construction (\$16/sf)	2,336,000
<u>Synthetic Turf Surfacing (\$7/sf)</u>	<u>1,022,000</u>
Estimated Construction Cost	\$3,408,000
- NA refers to cost estimating and/or design scope performed by others

End Schedule A

**SCHEDULE B**

Professional Engineering & Landscape Architecture Services  
Everett Outdoor Multipurpose Stadium

**FEE PROPOSAL**

1.9 COMPENSATION AND PAYMENT TO ENGINEER

A. We offer a lump-sum fee for all basic scope work as follows:

Task 1 Schematic Design (15%)	18,750
Task 2 Design Development (20%)	25,000
Task 3 Construction Documents (35%)	43,750
Tasks 4 & 5 Construction Administration, Closeout (30%)	37,500
Sub Total (about 3.65% of anticipated Construction value)	\$ 125,000

B. All Contractor construction negotiations and change order processing within original scope of project is included in this amount.

C. Compensation for additional services that may be requested by the Owner, including expert witness in the event of any litigation, shall be as follows (2025 Hourly Billing Rates):

Principal Engineer	\$255.00
Principal Landscape Architect	\$255.00
Project Engineer	\$205.00
Project Landscape Architect	\$205.00
Construction Manager/Project Manager	\$155.00
Engineering Technician II	\$145.00
Technical Staff/Cad Drafting	\$145.00
Landscape Designer	\$130.00
Engineering Technician I	\$120.00
Administrative	\$85.00

D. Expenses as requested and authorized by Owner to be paid by our firm and shall be reimbursed at actual cost plus 10% administrative fee. No reimbursable expenses are anticipated at this time.

ACCEPTED BY:

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

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

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

By:



Eric Gold, Principal

Date: April 2, 2025



DLR Group inc.  
an Arizona corporation

6225 North 24th Street, Suite 250  
Phoenix, AZ 85016

4/2/2025

Re: Everett Multipurpose Sports Stadium – LEED Scope of Work

Please review the following Scope of Work document:

#### A. HPD Scope of Work:

DLR Group HPD is pleased to submit the following services associated with the pursuit of LEED v4 BD+C: New Construction for the Everett Sports Stadium. The certification scope will cover the provided building area of approximately 70,000 sf in area, seating approximately 5,000 maximum occupants, in Everett WA. The project will be seeking:

- LEED v4 BD+C: New Construction, Silver certification

Scope item descriptions:

##### 1. LEED Administration

- Complete an initial LEED scorecard.
- Register the project with USGBC (registration/certification costs passed through to owner).
- Pay for LEED Registration and LEED certification submissions (as reimbursables).
- Attend up to four (4) dedicated LEED Status meetings during Design phases.
- Lead (1) LEED Kick-Off meeting with project stakeholders (Owner, Design Team, Contractor) to determine target credits and points attainable to achieve desired certification.
- **Prerequisites & Credits will be assigned to design team members for tracking, achievement, and documentation.**
- Communicate LEED responsibilities to the project team, provide limited mentoring and assistance on completion of LEED tasks.
- Coordinate and set LEED deadlines.
- Provide QC review of LEED Documentation before each LEED submission (Design Preliminary, Design Final, Construction Preliminary, Construction Final).
- Submit the project for review by USGBC and follow-up with team members any review comments need to be addressed and resubmitted.
- Achieve LEED Silver certification level at minimum.
- **Excluded: Completion and documentation of LEED Construction prerequisites and credits is the sole responsibility of the Contractor. FF&E will not be included in LEED credits.**



## 2. Energy Modeling: LEED

- LEED Energy Modeling - Points Estimate (IESVE)
  - Build ASHRAE LEED Baseline model.
  - Build LEED Proposed Design model.
  - Determine LEED design energy cost savings and LEED carbon savings over the LEED baseline.
  - Determine estimated LEED points, utilizing renewables estimate provided by others.
- LEED Energy Modeling - Final (IESVE)
  - Update LEED Proposed and Baseline energy models.
  - Determine LEED design energy cost savings and LEED carbon savings over the LEED baseline and associated LEED points, utilizing renewables estimate provided by others.
  - Complete MEPC sheet, narrative, and LEED form
- Excluded scope: Energy Code Compliance modeling, load modeling, and lifecycle cost analysis are not included except as indicated below.

## 3. Design Assistance Energy Simulation

- Design Assistance Loads Modeling for Architecture Optimization (IESVE):
  - Simple box model comparison of base design + 2 design iterations for massing, orientation, roof/wall/glazing/shading selections, and window to wall ratio.
  - Coordinate with team to determine desired solutions and additional modeling direction.
- Design Assistance Energy Modeling for HVAC Optimization/pEUI Estimation (IESVE):
  - Update energy model based on DD documents.
  - Compare models of 3 different HVAC systems paired with other ECMs.
  - Coordinate with design team to determine specific solutions and additional modeling direction.
  - Compare models of design plus 2 additional potential design iterations based on design team requests.

## 4. LEED Daylighting Analysis Modeling

- Daylight/Glare Analysis of Alternate Designs for Fenestration, Glazing, & Shading Optimization - (Ladybug):
  - Run daylight & glare analysis to compare models of base design and 2 alt designs to recommend design & materials
  - Coordinate w/design team to determine specific solutions and additional modeling direction
  - Compare models of 3 potential designs/areas based on design team requests to recommend design & materials
  - Coordinate w/design team to determine final design solution

- DD Fenestration, Glazing, & Shading Optimization - Daylight/Glare Model (Ladybug):
  - Run daylight & glare analysis
  - Share results with team & recommend design & materials
  - Coordinate w/design team to determine final design solution
  
- LEED Daylight Model - Final Daylight metrics (sDA and ASE)
  - Update/Recreate the model based on 100% CDs
  - Submit final deliverable for LEED Daylight credit

We hope this proposal meets with your approval. Please feel free to contact me if you have any comments or questions.

Sincerely,

**Mike Refsland, LEED AP, LFA, AIA**

Design-Build Contract for Everett Outdoor Events Center  
Exhibit C - Phase 1A Work and Fee Proposal

Everett Multipurpose Stadium  
Friday, April 18, 2025  
LEED BD+C v4 New Construction  
Certification Level: LEED Silver  
70,000 Sq. Ft.

**LEED Administration**

**LEED Silver**

LEED points	37
Admin Rate	1350.00
<b>LEED Admin Total</b>	<b>\$ 49,950.00</b>
LEED Admin: Phase I	\$ 32,467.50
LEED Admin: Phase II	\$ 17,482.50
<b>Subtotal</b>	<b>\$ 49,950.00</b>

\*GC to complete all Const Credits, design team tasked to other credits

**Simulation**

Design Assistance Energy Simulation (Phase I)	\$ 35,000.00
Energy Model: LEED Submission (Phase I & II total)	\$ 42,000.00
Daylight modeling (Optional, Phase I only)	\$ -
<b>Simulation Fee, No Options</b>	<b>\$ 77,000.00</b>
<b>Simulation Fee + Options Above</b>	<b>\$ 77,000.00</b>

<b>Total HPD Design Fee (Administration + Simulation)</b>	<b>\$ 126,950.00</b>
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<b>Total HPD Design Fee + Options</b>	<b>\$ 126,950.00</b>
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**LEED Fees Not Included in Above Fee Proposal (pass through)**

LEED Registration Fee	\$1,350
Approx. LEED Fees for Split Design & Construction Reviews	\$4,970
<b>Total LEED Registration, Review Fees</b>	<b>\$ 6,320.00</b>



# PROJECT SUMMARY

Bayley Construction (WA) / MiLB: Everett Aqua Sox Ballpark

## DLR Group will provide the following:

The XGD Studio at DLR Group will develop and produce wayfinding + signage design for the Everett Aqua Sox Ballpark in Everett, Washington. DLR Group will provide a bid package that will be supplied to a fabricator to be used for bidding and as their basis of design. Selected fabricator will be responsible for creating their own shop drawings to build from.

DLR Group will provide two (2) initial design concepts for consideration. Two (2) rounds of revisions for the selected design option are included in our estimate. Requested revisions that are greater than the two (2) stated rounds will potentially be considered additional services and billed at an hourly rate of \$235.

## Project Deliverables:

- DLR Group will create two (2) design options.
- DLR Group will provide a bid package for fabricators to provide pricing.
- DLR Group will review fabricator shop drawings, samples, and attend an on-site punch list after install in complete.

## Design Services:

Any mutually-agreed Additional or Supplemental Services beyond the scope of the specific Basic Services will be performed upon written notice from the Owner. Additional Services will be compensated on the basis of the hourly rates of all personnel engaged on the Project, plus Reimbursable Charges as defined under Compensation.

## Potential Sign Types + Experiential Graphics Locations:

Based on our studio's historical data these are the potential sign types that will need to be addressed for this current design exercise.

- |                                       |                                     |                          |
|---------------------------------------|-------------------------------------|--------------------------|
| 1. ADA Room ID (FoH / BoH)            | 16. Freight Lobby and After-hours   | 31. Stair ID (FoH / BoH) |
| 2. Amenity ID                         | 17. Identification Blade            | 32. Stair Level ID       |
| 3. Area of Refuge ID                  | 18. Information Signage on Millwork |                          |
| 4. Banners                            | 19. Informational Symbols           |                          |
| 5. Bike Storage                       | 20. Interior Stairwell ID           |                          |
| 6. Building Address (TBD)             | 21. Loading Dock                    |                          |
| 7. Leasing Office ID                  | 22. Mail Services                   |                          |
| 8. Conference Room ID                 | 23. Maximum Occupancy               |                          |
| 9. Dimensional Letters (P / S)        | 24. No Smoking Notification         |                          |
| 10. Directional (L / M / S)           | 25. Office ID w/ Insert (L / S)     |                          |
| 11. Directory (building / level)      | 26. Pool Rules                      |                          |
| 12. Elevator Egress                   | 27. Residence Unit ID               |                          |
| 13. Emergency Phone                   | 28. Restroom ID (FoH / BoH)         |                          |
| 14. Fire Extinguisher & Defibrillator | 29. Retail Signage                  |                          |
| 15. Fitness Center Rules              | 30. Security Restricted Area        |                          |



### Anticipated Schedule:

Pre-Design:	03 Weeks	(one meeting in-person)
Schematic Design:	04 Weeks	(one meeting)
Design Development	12 Weeks	(three meetings, one in-person)
Construction Drawings	04 Weeks	(one meeting)
Bid Negotiations	04 Weeks	(one meeting)
Construction Services	16 Weeks	(two meetings, one in-person)

### Clarifications:

The following list comprises items that may or may not be relevant to the specific project at hand. If any item appears to have no connection or relevance to your project, feel free to disregard it.

- **CLIENT CONTACT:** The Client will appoint a single point of contact for day to day coordination.
- **DELIVERABLES:** Electronic files will only be provided in Adobe Illustrator CC and Adobe PDF, unless specifically requested.
- **DIGITAL CONTENT:** Content design for digital displays is excluded.
- **ENGINEERING:** Electrical and Structural design & verification will be the responsibility of the selected signage fabricator.
- **EVACUATION MAPS:** Design or programming of interior and exterior code-required signage maps for elevators, exiting, fire, evacuation, stairs, emergency shelters, ("Life Safety") is excluded. Design, programming, and locations of site and parking regulatory signs (stop, yield, mph, handicap, pedestrian crossing, etc. are excluded.
- **FONTS:** DLR Group licenses fonts for our computers only. Anyone who works with the fonts will need to purchase a separate license.
- **ORIGINAL ARTWORK AND PHOTOGRAPHY:** The design fee above does not include the cost of the purchase of original artwork and photography. DLR Group recommends budgeting \$20,000 as a placeholder for this type of content. Final cost will be determined once scope of this phase has been determined.
- **NAMING:** DLR Group does not have legal search capabilities and, while we will make recommendations that are available to the best of our knowledge, we cannot guarantee legal availability. We will need to seek approval from a legal team prior to putting the name into use.
- **PERMITS:** Cost for permits is excluded and will be a reimbursable expense beyond the stated design fees.
- **PROTOTYPES:** Cost of prototypes is excluded from this fee.
- **SUBMITTALS:** Development and production of special signage submittals, beyond the standard branding and signage package is excluded.
- **TRADEMARKS:** DLR Group will not design with or modify any trademarked creative that is not owned by the client.
- **WEBSITE:** Website hosting, email server and DNS fees are excluded. Management of website hosting, email server or DNS of any kind is excluded. WordPress plug-in or theme file fees are excluded. Web-font subscription fees are excluded. Quality control testing on Internet Explorer browser is excluded.



### **Estimated Design Fee**

Costs are estimated by historical data on related projects. These estimates can be adjusted after refining needs and project scope. DLR Group bills monthly and payment schedule can be modified if necessary. We will submit a formal contract upon determining an agreed scope. Our team can begin work two weeks after a signed contract is in place.

#### **Wayfinding + Signage Phase 1 (PD-DD): \$49,050**

DLR Group will provide two (2) initial design concepts for consideration. Two (2) rounds of revisions for the selected design direction are included in our estimate. This fee includes the final design for one (1) direction.

#### **Wayfinding + Signage Phase 2 (CD-CA): \$30,450**

This fee includes a bid package and also review of fabricator shop drawings, samples reviews, on-site punch list after install.

\*(6-8) meetings will be held both virtually and in-person during this effort.

\*Proposal includes up to 3 in-person visits.

### **Notice to Proceed:**

As always, thank you for the opportunity to propose on this work. Please contact me if you have any questions or require additional information. If you find the terms of this agreement acceptable, please sign and return a copy for our records. Once received, we can begin our work within two weeks.

Sincerely,  
DLR Group

A handwritten signature in black ink, appearing to read 'Adam M. Wells', written over a horizontal line.

Date: 4/24/25

Adam M. Wells, Principal  
Experiential Graphic Design Leader  
awells@dlrgroup.com  
402/975-9510

Date: 4/24/25

Hans Hansen  
hans.hansen@bayley.net  
206/621-8884



April 2, 2025

Andrew S. West, AIA  
Architect/Senior Associate  
DLR Group

Via Email: [awest@dlrgroup.com](mailto:awest@dlrgroup.com)

Re: **EVERETT OUTDOOR MULTIPURPOSE STADIUM**  
**WJHW PROPOSAL FOR CONSULTING & DESIGN SERVICES**

Andy,

Thank you for requesting a proposal from WJHW, Inc. We are excited to have the opportunity to continue our working relationship with DLR on this project. The following proposal is based on the information provided and our recent communication.

## PROJECT UNDERSTANDING

The project is a new 5,000-seat multipurpose facility intended to be the home of the Single-A affiliate of the Seattle Mariners and a new USL team. The current program includes:

- Mix of fixed seatbacks, club seats, supporter stands, berm seating, loge boxes and picnic area
- Suites and Lounges
- Stadium and Party Deck
- Food and Retail Facilities
- Media Facilities and locations for MiLB and USL media functions
- Administrative facilities for MiLB and USL functions
- Team Facilities for MiLB and USL functions
- Playing surface that accommodates baseball and soccer

The project will be delivered via Progressive Design-Build with Bayley Construction.

The Construction Cost Target is \$42M under the following schedule:

- Phase 1 (SD-DD)
  - SD Deliverable Deadline – End of June
  - DD (GMP) Deliverable Deadline – Early September
- Phase 2 (CD-CA)
  - CD Deliverable Deadline – Mid-November
  - Construction Completion – April 2027

## SCOPE OF EFFORTS

WJHW will:

Andy West  
WJHW Proposal –Everett Multipurpose Stadium  
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- Coordinate our services with those of the design team, Owner and other design/development consultants involved in the project.
- Work in a coordinated and cooperative fashion with the design team and Owner to achieve the performance, appearance, and flexibility necessary for the project.
- Coordinate electrical, weight and cooling requirements for our systems with the MEP and structural design consultants.
- Attend project meetings as required to meet the needs and schedule of the project, within the approved allocated meeting budget and expense allowance.
- Provide written documentation, as appropriate, of all meetings and telephone conversations initiated by WJHW, and distribute copies to design team, Owner, and other design/development consultants.
- Submit progress documentation as required in each phase.

## Schematic Design

WJHW will:

- Meet with Architect, Owner, and other design/development consultants to develop an understanding of the design requirements for the project.
- Preliminary analysis of acoustics recommendations for other design team members to consider in their designs.
- Provide comparative information to the development and design team based on our experience with similar facilities.
- Review alternative system design concepts for cost efficiency and suitability.
- Provide a written report/narrative for each system that outlines the design options selected by Owner and the design team along with options for any remaining outstanding decisions.
- Provide pre-design estimates of probable cost based on historical costs of recent similar developments. We will rely upon Owner's development team and their construction consultants to make any inflation or geographical adjustments to these estimates which are specific to the project and its environs.

## Design Development

Once the technical systems program and budgets have been approved by the Owner, WJHW will develop DD level documentation.

- Review architectural and other Project drawings and provide layout needs of all required support locations/rooms relative to our scopes.
- Provide product information, mounting methods, and heights, as needed, for all items penetrating architectural finishes.
- Provide outline specifications or narratives and drawings (floor plans, conduit and cable riser diagrams, cabling, diagrams, equipment schedules, equipment elevations and details)



sufficient to provide the basis for the continuing approval process and to facilitate the preparation of a reliable budget estimate.

- Acoustical and noise control work will be performed in conjunction with the Architect and the MEP engineer for inclusion in their documents.
- Assist in reviewing and commenting on cost estimates prepared by the construction cost consultant; however, we are not proposing to provide detailed estimating services.

## Construction Documents

Once the Owner has approved the DD scope and budget, we will:

- Develop final, technical bid documents (drawings and specifications) for each of the systems in our scope.
- Provide interim sets of progress drawings and specifications for internal design team coordination and Owner review. It is our assumption that document transfers will be done electronically.
- Assist in reviewing and commenting on cost estimates prepared by the construction cost consultant; however, detailed estimating services are not included in our proposal.
- Acoustical and noise control work will be performed in conjunction with Architect, Owner, and the MEP engineer for inclusion in their documents. All our work will be coordinated with the appropriate design team members.
- We have anticipated issuing our systems in no more than three separate bid packages of coordinated drawings and specifications across our scopes and disciplines.

## Construction Administration

WJHW will:

- Work with the Owner, Architect, and the CM/GC, as requested, to qualify subcontractors.
  - Review bids/proposals for completeness, contractor qualifications, adherence to the documents and best overall value. This review is intended to determine the best overall value, including systems operation, maintenance, and installation cost.
  - As requested, participate in negotiations and provide a selection recommendation.
  - Issue permitting documents, as needed, for city approvals.
  - Review submittals and respond to contractor questions and RFI's.
  - As permitted by our site visit allowances, make visits to the site to observe the progress of the electronic systems installation and assist in coordination issues.
  - Upon systems completion, make site observations of the installation, prepare a punch list, and perform set-up, acceptance testing and equalization of the systems as appropriate to achieve the maximum possible performance.
  - Provide written feedback of our findings during the site visit and provide recommendations for corrective action, if required.
  - Provide record documents exclusive of any contractor mark-ups or field modifications.
-

## SCOPE OF SERVICES BY DISCIPLINE

### Bowl Sound, Back of House AV and TV Systems

- Design sound, AV, and large format display for systems in areas in accordance with the accepted program and budget.
- Analyze the configurations that have the greatest potential to meet the performance and functional requirements of the spaces within the budget allowed.
- Utilize the performance of other facilities sound and AV systems as a programming baseline and describe what will be necessary (both technically and in terms of cost) to meet or improve upon the quality of typical systems.
- As is typical, final engineering of structural attachments of the AV components to the building structure will be specified to be performed by the speaker installers' structural engineer of record in concert with review by the project structural engineer.
- Develop design criteria and programming for the IPTV System serving TV sets/monitors throughout the project. We will coordinate our efforts with the tel/data design regarding data network and cabling requirements which will be shown on the structured cabling drawings.
- Provide specifications for TVs and Brackets that will list the appropriate product types and features but do not include quantification of the individual subsystems and mounting condition specifics.
  - We do not include a schedule of all the TV sets, their sizes, mounting conditions, etc., as this is anticipated to be the responsibility of the architect's interior design team. We will coordinate with this information and assist in the selection of TV sets and brackets.

### LED Display Systems

- Assist Owner and Architect in the design, documentation, bidding, and review of the scoreboard/LED displays systems (interior and exterior).
- Provide analysis as to the appropriate location and number of auxiliary or ribbon/fascia displays, sightlines and any off axis viewing problems.
- Upon agreed upon sizes, locations, and configuration, assist in preparing a technical Request for Proposal which outlines the scope of the project, technical specifications, and performance. The RFP will include information to construct a bid list which provides Owner /operator the benefit of unit pricing and alternates so that all construction options can be fully explored.
- Included in this work are sport timing systems.
- WJHW's work is limited to creation of the technical RFP and does not include the design and documentation of support structure and architectural metalwork (i.e., enclosures) or preparation of General Conditions and other specification and general contract items and information.

## In-House Video Production System

- Analysis of the needs of Owner /operator's production staff, along with a review of the options (HDR, 4K, IP, etc.) for accomplishing the goals of the staff within the construction and operational budget for the project.
- Anticipating a typical system in support of the seating bowl video displays, provide a design and documentation package to allow the video production and equipment system to be designed in its entirety, and bid separately (if desired) from the remainder of the building packages.
- Coordinate space requirements with architect, MEP designer, Owner/operator.
- Design work for a facility which is capable of extensive non-game day production, broadcast origination, studio equipment and acoustical design is not included in this base scope of work. WJHW's fee is based on the total systems design budget for a 4K SMPTE 2110 video replay system not exceeding \$2 million USD.

## Broadcast Cabling System

Our base scope includes reviewing, determining the project requirements for and documenting:

- Camera and broadcast positions and space required to accommodate broadcast and in-house production cameras.
- Pathways and infrastructure for designed and future permanent cabling.
- TV truck parking location, access, space, power.
- Cabling in support of broadcast, official's replay, player tracking, video coaching, etc.
- These systems will be designed to allow the most convenient access possible for broadcaster and facility operations.

## Acoustics and Noise Control

We will provide design criteria for partitions, room acoustics and MEP systems noise control. When design documents are available, we will complete a review of and specific recommendations for:

- Club, Suite and other back of house areas acoustical treatment
  - HVAC noise control in the sensitive areas listed above.
  - Partitions surrounding noise sensitive areas (such as private offices, conference/meeting rooms) and noisy spaces such as mechanical rooms.
  - Our work will include coordination with the architect on assessing and recommending finish materials and partition details in order to best integrate the acoustical requirements into the architectural and budgetary design constraints.
  - Our recommendations for construction methods, materials and/or details to control noise and vibration will be provided to the MEP engineers for incorporation into their documents.
-

- Provide design recommendations for partition types, room shapes and finishes where sound isolation and acoustical quality are important. Recommendations will be provided that conform with established background noise criteria (NC level) for occupied spaces as well as recommendations to define standards for STC wall ratings and limiting the transmission of noise from one function to an adjacent function.
- Recommendations will be written with detailed drawings in sketch form and manufacturer's cut sheets for use by the design team in developing working drawings.

### Structured Cabling System (Tel/Data, Wi-Fi, PoS, BMS, etc.)

- Coordination and design of the low voltage systems throughout the facility, including the telephone and data cabling, TV, surveillance and access control, point of sale and building management systems throughout the project.
- Work with the architectural team to establish room sizes and locations, along with anticipated heat and power loads and determination of the cabling and device location information from each of the low voltage systems.
- Determine the appropriate pathways, including redundant paths for critical elements, provide documentation of the conduit, riser, and cable tray requirements. This work includes working with Owner or Architect to determine appropriate riser closets, locations, layout, sleeves, and distribution of cabling within each closet.
- Specify an appropriate cabling system to support telephone and data cabling. This cabling system will consist of appropriate station cabling as well as a backbone to support the station cabling.
- Design the technical infrastructure of the backbone of this system to consist of fiber, telephone trunk cabling, as well as the appropriate interconnects of patch panels, jack panels and cross connects to the station cabling.
- Coordinate the design with the other systems to eliminate duplicate conduit and cable tray systems. Future cable management and maintenance is also improved as the as-built records of cabling are contained in a single document, eliminating the need to refer to several sets of drawings to obtain the complete picture.
- Documentation of Wi-Fi AP locations per owner direction.
- Documentation of owner-designated and located video coaching/player tracking cabling

### Surveillance and Access Control Systems

We will:

- Work with the Owner/Building Operator, and within their published standards, to design and coordinate all infrastructure and pathways required for building surveillance, access control, and intrusion detection.
  - Coordination of door hardware and mounting locations, including assistance (but not authorship) to the design team on the preparation of the door schedules.
-

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- These systems will be specified in accordance with the Owner and authorities' life safety and building access practices for all equipment, software, and configuration.
- Design system and equipment specifications, one-line diagrams and details as appropriate.
- Document the required integration into the Project Design for a fully functional system and program, e.g., coordination of all door hardware, etc.

## FEES

We propose to perform the design efforts described in this proposal for the fixed fees shown below exclusive of reimbursable expenses. This fee indicates a level of professional service which is consistent with our past work on similarly sized facilities. Any consulting and or design activities we are asked to perform which are not listed in this proposal will be considered an additional service and fee.

PHASE 1 SCOPE	SD	DD	Totals	Person Days on Site
Bowl Sound/AV/TV Systems	\$4,500	\$18,200	\$22,700	1
LED Display System	\$1,800	\$7,300	\$9,100	0
In-House Video Production	\$3,000	\$12,200	\$15,200	1
Broadcast Cabling	\$1,500	\$6,100	\$7,600	0
Acoustics/Noise Control	\$1,000	\$3,000	\$4,000	0
Structured Cabling System	\$2,700	\$11,000	\$13,700	1
Surveillance & Access Control	\$1,700	\$6,700	\$8,400	1
TOTALS	\$16,200	\$64,500	\$80,700	4

P1 and P2 fee total  
revised to \$185,196  
dated April 18.  
Revised proposal  
forthcoming.

PHASE 2 SCOPE	CD	CA	Totals	Person Days on Site
Bowl Sound/AV/TV Systems	\$20,000	\$14,200	\$34,200	4
LED Display System	\$8,000	\$5,700	\$13,700	1
In-House Video Production	\$13,300	\$9,500	\$22,800	3
Broadcast Cabling	\$6,700	\$4,800	\$11,500	1
Acoustics/Noise Control	\$4,300	\$1,000	\$5,300	0
Structured Cabling System	\$12,000	\$8,600	\$20,600	2
Surveillance & Access Control	\$7,300	\$5,200	\$12,500	2
TOTALS	\$71,600	\$49,000	\$120,600	13

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WJHW's fees assume that all services shall be accepted as part of this proposal. WJHW reserves the right to renegotiate our fee estimates should the project's final program, design direction and scope differ from what is outlined above.

## PROJECT MEETINGS

We anticipate participating in video or phone conferences for most coordination meetings associated with the project as we do not foresee our in-person attendance will be required at all meetings and presentations. We request that we only be asked to participate in those meetings when our scope of efforts is being discussed or our technical expertise is required.

## PROJECT-RELATED REIMBURSABLE EXPENSES

Project-related reimbursable expenses are considered to include, but are not limited to, non-stop, coach airfare travel and fees, lodging, mileage at prevailing IRS rates, rental car, meals while traveling, printing, expedited delivery, etc. and are invoiced in addition to our professional fees. Any penalty or fee which is imposed on us by any common carrier or hotelier as a result of itinerary changes that are necessitated by a meeting schedule which is changed by Owner/design team will be invoiced as a reimbursable expense.

## EXCLUSIONS

The following services are not a part of our basic services but can be addressed in an addendum to this proposal if deemed necessary:

- Environmental Noise Assessment
- Network Electronics design and specifications (switches, phones, Wi-Fi APs, printer, etc.)
- Point of Sale Systems
- Fire Alarm and Life Safety System design or intelligibility review.
- Distributed Antenna System (DAS) for consumer carriers and public safety (ERRC)
- Video Coaching, Analytics, Player Tracking and Medical Equipment Design
- Television and Bracket Schedule
- On-Site Project Management
- Post Occupancy review, testing and report, Two-year warranty inspections.
- Additional acceptance testing or systems adjustment to accommodate changes in the design that are beyond the control of WJHW.
- Any LEED/Green Certification paperwork preparation and submission.
- Preparation of record documents that include contractor markups.

## BIM DOCUMENTATION

WJHW has the capability of preparing our documents in Revit for the design development and construction document phases as directed. If utilizing Revit, models will be produced up to a Level of Development (LOD) of 300 during the construction document phase. Elements and details not modeled

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under an LOD of 300 will be conveyed through 2D drawings. Additionally, conduits will not be modeled; conduit quantity and size requirements will be annotated throughout the drawing set.

Our fees are based on utilizing WJHW's CAD/BIM standards for all electronically drafted drawings released by our office. Requests that we conform to another CAD/BIM standard, whether it be that of Architect or some other entity, will be reviewed and discussed with whichever group holds WJHW's contract. We reserve the right to add fees necessary to cover the additional design/CAD time on WJHW's part to accommodate the requested conversion to another standard.

We have assumed that we will be working from no more than five models. Accessing and working with more will necessitate the need for additional services.

Drawings and specifications are understood to be sent electronically/posted (on an FTP site) for printing and distribution by the Owner or Architect.

## OTHER PROJECT PROVISIONS

**STANDARD OF CARE:** WJHW will endeavor to perform our services in accordance with generally accepted standards of practice in effect at the time of performance. WJHW owes no fiduciary responsibility to any party involved in this agreement.

**PROFESSIONAL SEAL:** There is no "seal" for our design services; therefore, the contract documents produced are not anticipated to be sealed by WJHW, unless we have notice of any requirement prior to the release of DD documents. As many of the technical systems that are designed by WJHW require close coordination with the electrical and structural engineers, these engineers may need to review and develop schedules and related documents for their seal.

Project Electrical Engineer will size all current-carrying conductors and related conduit. The Project Structural Engineer will specify all structural members and attachments to the structure.

All efforts associated with seismic restraint of loudspeakers, scoreboards, equipment racks, and other equipment will be specified by WJHW to be performed by the installer's registered professionals as required for Code approval and Certificate of Occupancy. WJHW will provide the appropriate entity information describing the weights of the various products which WJHW specifies.

**RE-DESIGN:** WJHW will perform programming, analysis, and design work at one time. If we are requested to provide re-design or value engineering changes, after our design is issued for bid and/or incorporated, due to something beyond our control (change in overall project budget, changes based on the Architect's or Owner's request, etc.), we would be pleased to comply on an additional services basis, either hourly or for a negotiated fee.

**ADDITIONAL SERVICES:** The need to perform Additional Services may arise as the Project proceeds. If that occurs, WJHW will notify the Owner and Architect for direction. Additional Services, if approved, shall be provided on either an hourly basis or for a negotiated fee, plus reimbursable expenses.

**VALUE ENGINEERING:** If "value engineering" (cost reduction through eliminating, reducing or substitution) recommendations are made by any party that are contrary to WJHW's

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recommendations or accepted practice and WJHW objects to any of these recommendations, WJHW will so state in writing.

If Architect or Owner requires the incorporation of changes to the project documents to which WJHW has objected, Architect and Owner agree, to the fullest extent permitted by law to waive all claims against WJHW and to indemnify and hold harmless WJHW from any damages, liabilities, or costs, including reasonable attorney's fees and the cost of defense, which arise in connection with or as a result of the incorporation of such changes required by Architect or Owner.

**ENTIRE AGREEMENT:** This proposal/agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements. No waiver of modification to the terms of this agreement is valid unless contained in a written document signed by WJHW.

**EXCLUSION:** Any services not specifically described in our scope of services as basic services are specifically excluded from the services that WJHW will provide on this assignment.

## INSURANCE

WJHW carries Professional Liability, General Liability and Workers Compensation in accordance with typical requirements, and will, upon request, provide a certificate of insurance. Increases in insurance coverage limits beyond those which are carried by WJHW and the cost of adding additional insureds to our policy as directed by the Architect or Owner will be invoiced as a reimbursable expense. Our coverage amounts and limits are:

Coverage Type	Per Occurrence	Aggregate/Limit
General Liability	\$1,000,000	\$2,000,000
Automobile	\$1,000,000	na
Umbrella	\$5,000,000	\$5,000,000
Workers Comp	\$1,000,000	\$1,000,000
Professional Liability	\$5,000,000	\$5,000,000

## INVOICING AND PAYMENTS

Unless otherwise stated in the proposal/agreement, WJHW will invoice monthly based on percentage of completion. Payment from Architect to WJHW shall be made upon receipt of payment by the Owner to the Architect.

## TERMINATION

This Agreement may be terminated by either party upon no less than seven (7) days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement.

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Thank you for giving us this opportunity to be of service. Please let me know if you have any questions or find that you need anything additional from us.

Best Regards,

WJHW, Inc.

A handwritten signature in black ink, appearing to read "Todd M. Semple". The signature is stylized with a large, looping initial "T" and "S".

Todd M. Semple  
Principal



**Johansen Mechanical**  
inc.

16372 177th Ave SE - Monroe, WA 98272  
(425) 481-2266 Bus - (425) 486-6933 Fax

**Date :** 21-Apr-25

**To:** Bayley Construction  
8005 SE 28th St  
Mercer Island, WA 98040

**Attn:** Hans E. Hansen

Quote ID # EST10198

**Subject:** Everett Multipurpose Stadium - Design Cost Breakdown Phase 1 & Phase 2

**Dear:** Hans E. Hansen

Thank you for the opportunity to prepare this **HVAC & Plumbing Design Cost proposal**. JMI proposes to provide your firm with preconstruction services as described below:

**Inclusions:**

**Services will be broken down into the two phases below:**

- 1) **Phase 1: Design and Pre-Construction Services**
  - a) Schematic Design (SD)
  - b) Design Development (GMP) to be provided by JMI for HVAC & Plumbing
- 2) **Phase 2: Construction Design**
  - a) Construction Documents (CD)
  - b) Construction Documents (GMP) to be provided by JMI for HVAC & Plumbing
  - c) Construction Administration
  - d) Project Closeout of Design Documents

**Scope of Work for Pre-construction Services:**

- 1) **Phase 1 Scope of Work**
  - a) Schematic Design (SD) of HVAC and Plumbing Systems,
    - i) Attend weekly coordination meetings with the stakeholders
    - ii) Attend weekly meetings with the internal Design-Build team
    - iii) Generate Schematic Design Report to describe proposed HVAC and Plumbing Systems.
    - iv) Generate Preliminary drawings to show preliminary plans and show what systems are proposed for each area.
    - v) Help determine size of mechanical rooms and equipment locations.
  - b) Scope of Work for Design Development (DD) of HVAC and Plumbing Systems.
    - i) Attend weekly coordination meetings with stakeholders.
    - ii) Attend weekly meetings with the internal Design-Build team
    - iii) Generate DD level drawings including:
      - 1) HVAC Equipment schedules
      - 2) HVAC Equipment locations
      - 3) Duct and piping mains
      - 4) Plumbing equipment schedules
      - 5) Plumbing piping mains
      - 6) Plumbing equipment locations
        - i) Specifications for plumbing and HVAC items.
        - ii) Coordinate all systems with all other disciplines to provide a coordinated set of drawings.
        - iii) Provide enough information for JMI and Hawk to provide a GMP to Bayley.

**Phase 2 Scope of Work:**

- a) Construction Documents (CD)
  - i) Finalize design drawings to be ready to submit for permit. Drawings to be developed to LOD 300.
  - ii) Finish coordination between all disciplines.
  - iii) Update design with any VE items that may come up after GMP.
  - iv) Finish control diagrams and SOOs for all HVAC systems.
  - v) Finish domestic cold water and hot water diagrams.
  - vi) Finish waste and vent diagrams.
  - vii) Add details, sections and enlarged plans as needed.
  - viii) Finalize equipment schedules.

Design-Build Contract for Everett Outdoor Events Center  
Exhibit C - Phase 1A Work and Fee Proposal

- b) Construction Services
  - i) Answer RFIs
  - ii) Review submittals
  - iii) Perform five site visits during construction.

**Budget:**

Overall \$42 million construction budget as established by Owner on March 28, 2025.

**Schedule:**

**Phase 1:**

Schematic Design will kick off on approximately May 15, 2025, and will be completed approximately June 30th, 2025.

Design Development will be run from July 1, 2025, through August 15, 2025. **GMP due September 8, 2025.**

**Phase 2:**

Construction Documents will be completed Approximately November 14, 2025. **Updated GMP due November 28, 2025.**

Construction is predicted to be completed April 2027.

**Clarifications:**

- We are requesting clarification on the Food Service Equipment scope for the project. Defining the scope of Kitchen Exhaust Hoods, Dishwashers, Grease Waste Systems, Gas requirements, Sinks, Beer & Soda Lines, Glasswashers, Boosted Hot Water, etc. will be critical to help us in the design efforts.

**Exclusions:**

- Engineering - Civil, Electrical, Structural, Architectural, Fire Protection
- Demolition - Mechanical and Systems of, Building and or Property.
- Earthworks - Materials, Excavation, Trenching, Backfill and Cover Compaction, Materials Testing and Reporting of any kind.
- Electrical - Conduit, Panels/Breakers, Power Wiring, Motor Starters or Disconnects, Wireless or Remote
- Painting - Any & ALL, Including Mechanical surfaces, Building or Property
- Equipment Pads / House keeping pads, Mechanical Structures
- Generator Exhaust, Mufflers and Accessories
- Temporary Heating, Cooling, Controls, Air, Power / Electrical, Water, Gas, Propane.
- Fire Protection and or Suppression
- Fire Alarm Systems
- Security Systems
- Asbestos and All other Hazardous Materials Testing or Abatement of
- Mold & Mildew - Moisture Protection
- Overtime or Shift Work Hours ( before 6am & after 5pm M-F, Saturday, Sunday & Holidays )
- Conveying Systems - Elevators, Escalators, Conveyors, Dumbwaiters
- Bonds and Related Fees
- Permits and Related Fees
- Washington State Sales Tax
- **All construction costs associated with HVAC systems, ductwork, equipment, management & labor**
- **All construction costs associated with Plumbing systems, equipment, management & labor**
- **Food Service Equipment**

**Base Pricing - Phase 1 Design Cost..... \$ 248,409**

**Phase 1 Design Cost Breakdown**

- 1) **Phase 1 Scope of Work**
  - a) Schematic Design (SD) of HVAC and Plumbing Systems ( **SD TOTAL - \$60,500**)
    - i) Attend weekly coordination meetings with the stakeholders ( **\$1,650**)
    - ii) Attend weekly meetings with the internal Design-Build team ( **\$1,650**)
    - iii) Generate Schematic Design Report to describe proposed HVAC and Plumbing Systems. ( **\$22,000**)
    - iv) Generate Preliminary drawings to show preliminary plans and show what systems are proposed for each area. ( **\$27,500**)
    - v) Help determine size of mechanical rooms and equipment locations. ( **\$7,700**)
  - b) Scope of Work for Design Development (DD) of HVAC and Plumbing Systems.
    - i) Attend weekly coordination meetings with stakeholders. ( **\$2,750**)
    - ii) Attend weekly meetings with the internal Design-Build team ( **\$2,750**)
    - iii) Generate DD level drawings including:
      - 1) HVAC Calculations ( **\$11,000**)
      - 2) HVAC Equipment selections and schedules ( **\$16,500**)
      - 3) HVAC Equipment locations ( **\$11,000**)
      - 4) Duct and piping mains ( **\$27,500**)
      - 5) Plumbing equipment schedules ( **\$11,000**)
      - 6) Plumbing piping mains ( **\$16,500**)

Design-Build Contract for Everett Outdoor Events Center  
Exhibit C - Phase 1A Work and Fee Proposal

- 7) Plumbing equipment locations (**\$5,500**)  
    iv) Specifications for plumbing and HVAC items. (**\$11,000**)  
    v) Coordinate all systems with all other disciplines to provide a coordinated set of drawings. (**\$5,500**)  
    vi) Provide enough information for JMI and Hawk to provide a GMP to Bayley. (**\$5,500**)

JMI Project Support (**\$30,839**)

Hawk Mechanical Project Support (**\$30,570**)

**Base Pricing - Phase 2 Design Cost..... \$**

**295,833**

A written subcontract or Notice to Proceed will be required prior to the commencement of any work.  
Clarification available upon request.

Sincerely,

***Brian Pringle***

**Johansen Mechanical, Inc.**

*Project Manager / Estimator*

*Plan Spec Division*



Design-Build Contract for Everett Outdoor Events Center  
12500 Aurora Avenue N Exhibit C - Phase 1A Work and Fee Proposal  
Mail: PO Box 33524  
Seattle, WA 98133  
206.367.1900  
info@cochraninc.com

April 1<sup>st</sup>, 2025

Bayley Construction  
8005 SE 28<sup>th</sup> Street  
Mercer Island, WA 98040

Attn: Hans Hansen  
Subject: AquaSox Stadium Electrical Engineering Proposal

Hans,

We are pleased to present our proposal for design, preconstruction and engineering. We are recommending Coffman engineering, specifically Ben Maxwell as the engineering lead for this project.

Cochran is a national leader in BIM/VDC, we will take on the responsibility of BIM detailing in 3D-Revit throughout the design and we will mesh our expertise with Coffman's engineering to create one seamless design and constructable set of documents.

Cochran understands that these scopes will be designed by others and is not included in our scope of work. Civil electrical work and building lighting, field lighting will be in Cochran's scope. In addition, all low voltage systems will be designed by WJHW.

We look forward to working with you on the development of the AquaSox Stadium.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerod Gummer". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jerod Gummer  
Director of Large Construction

Preconstruction					
100% DD to GMP	4/1/2025	thru	9/8/2025	22.9	Weeks
	Rate	Hrs./Week	Weeks	Total Hrs.	Total
<b>Project Executive/Director of Preconstruction</b>					
Meetings	\$ 140	2.00	22.9	45.71	\$ 6,400
Assist in Design / Coordination	\$ 140	2.00	22.9	45.71	\$ 6,400
<b>Project General Foreman</b>					
Assist in Design / Coordination	\$ 135	1.00	22.9	22.86	\$ 3,086
Prefabrication Coordination	\$ 135	2.00	22.9	45.71	\$ 6,171
Drawing & Constructability Review	\$ 135	40.00	1.0	40.00	\$ 5,400
<b>Project Assistant</b>					
Administrative Work	\$ 55	2.00	22.9	45.71	\$ 2,514
<b>BIM Team</b>					
BIM Coordination (None prior to DD)	\$ -	8.00	22.9	182.86	\$ -
<b>50% DD Estimate</b>					
Chief Estimator	\$ 105			20	\$ 2,100
Senior Estimator	\$ 75			20	\$ 1,500
Estimator	\$ 60			60	\$ 3,600
<b>100% DD Estimate</b>					
Chief Estimator	\$ 105			20	\$ 2,100
Senior Estimator	\$ 75			20	\$ 1,500
Estimator	\$ 60			80	\$ 4,800
<b>Coffman Engineering SD Through DD</b>					\$ 99,000
Misc.					\$ -
Parking					\$ 200
<b>Total Reimbursable</b>					\$ 200
<b>Sub-Total</b>					\$ 144,771
Fee	10.0%				\$ 14,477
B&O	0.584%				\$ 930
<b>Total</b>					\$ 160,179
<b>Sub-Total SD through DD</b>					
<b>Construction Documents, VDC Coordination/Clash Detection &amp; Construction Administration</b>					
100% DD to 100% CD's	9/9/2025	thru	1/31/2026	20.6	Weeks
	Rate	Hrs./Week	Weeks	Total Hrs.	Total
<b>Project Executive/Director of Preconstruction</b>					
Meetings	\$ 140	4.00	20.6	82.29	\$ 11,520
Assist in Design / Coordination	\$ 140	4.00	20.6	82.29	\$ 11,520
<b>Project General Foreman</b>					
Assist in Design / Coordination	\$ 135	1.00	20.6	20.57	\$ 2,777
Prefabrication Coordination	\$ 135	2.00	20.6	41.14	\$ 5,554
Drawing & Constructability Review	\$ 135	40.00	1.0	40.00	\$ 5,400
<b>Project Assistant</b>					
Administrative Work	\$ 55	2.00	20.6	41.14	\$ 2,263
<b>BIM Team</b>					
BIM Coordination (100% DD to 100% CD)	\$ 135	20.00	20.6	411.43	\$ 55,543
<b>50% CD Estimate</b>					
Chief Estimator	\$ 105			20	\$ 2,100
Senior Estimator	\$ 75			40	\$ 3,000
Estimator	\$ 60			40	\$ 2,400
<b>100% CD Estimate</b>					
Chief Estimator	\$ 105			30	\$ 3,150
Senior Estimator	\$ 75			30	\$ 2,250
Estimator	\$ 60			60	\$ 3,600
<b>SD Through DD Sub-Total</b>					
<b>Coffman Engineering DD Through CD &amp; Construction Administration</b>					\$ 99,000
<b>Sub-Total</b>					
Fee	10.0%				\$ 21,008
B&O	0.584%				\$ 1,350
<b>Sub-Total</b>					\$ 232,434
<b>GRAND TOTAL</b>					\$ 392,613



April 1, 2025

Mr. Seth Cirrotti-Caruso  
Cochran Electric  
12500 Aurora Avenue North  
Seattle, Washington 98133

Project: AquaSox Stadium  
Everett, Washington

Subject: Electrical Engineering Fee Proposal

Dear Seth:

Thank you for including Coffman Engineers, Inc. (Coffman) on your design-build team for the AquaSox Stadium project. Our intention is to provide engineering services and document production in support of your construction efforts.

## PROJECT DESCRIPTION

The AquaSox Stadium project will construct a new baseball stadium for the Everett AquaSox in downtown Everett, Washington. The new stadium is anticipated to have a new baseball field, interior concessions, and back of house support space for facility operations. The project will be performed in two parts, the first phase will take the design to a 100% Design Development (DD) level of detail for GMP pricing. The second will take the design to a 100% Construction Document (CD) level of design and construct the facility.

## PROJECT SCHEDULE

The anticipated schedule and quantity of required submittals is as follows:

- Schematic Design
- 50% Design Development
- 100% Design Development
- 50% Construction Documents
- 100% Construction Documents

The 100% Design Development package is anticipated to be issued the first week of September 8, 2025. The Construction Document phase is anticipated to last no longer than six months.

## TERMS AND CONDITIONS

The attached *Coffman's General Terms and Conditions* will serve as our contract for services in conjunction with this proposal. Specific terms and details of this proposal will govern where there is a conflict between the two.

Mr. Seth Cirrotti-Caruso  
Cochran Electric  
April 1, 2025  
Page 2

## SCOPE OF WORK

This proposal includes the following electrical engineering and document production in support of Cochran Electric's Construction efforts:

1. Coordinate with Snohomish County PUD (SnoPUD) to provide the design the electrical service to the new stadium as.
2. Site plans showing the layout of electrical devices and duct bank routing between the service transformer and main service switchboard. Site plans will also include the general routing of the SnoPUD owned feeders and vaults. The design of the site SnoPUD feeders, vaults, poles and other utility distribution will be by the Civil Engineer.
3. One-line drawing showing feeder and equipment sizes, available fault current values, and energy metering.
4. Power floor plans showing receptacles and 120V and above electrical connections for equipment installed and designed by other trades such as food service, telecom, AV, and other low-voltage systems. Branch circuit wiring will be shown with circuit numbers next to the devices.
5. Lighting plans showing the lighting layouts (by others) lighting control devices (occupancy sensors, switches, photocells) as well as switching and daylighting zones and branch circuit wiring with circuit numbers. Emergency lighting will be noted next to egress fixtures that require battery or generator backup.
6. Mechanical power plans showing mechanical equipment connections with equipment ratings and branch circuit wiring via circuit numbers next to the connections or in a mechanical equipment schedule.
7. The design will be completed in a manner to achieve the agreed upon LEED points assigned to the electrical discipline. Credits associated with lighting fixture selection and placement will be coordinated with the lighting designer.
8. Provide the design for a generator to provide NEC 700 and 702 power to the building.
9. Coordinate with the Owner to provide connection points for broadcasting and event power.
10. Attend two hours of weekly design and coordination meetings throughout the design phase.
11. The electrical design will be produced in Revit to a LOD of 200.
12. Preliminary book form Division 26 specifications.
13. Construction Administration Services:
  - a. Construction Observation: Answer field questions in the form of RFIs.
  - b. Submittals: Review Contractor prepared submittals related to Coffman's electrical design.
  - c. As-Built Assistance: Incorporate field red-lines into the electronic files and panel schedules.
  - d. Project Closeout: Provide a final drawing submittal package including panel schedules in PDF and AutoCAD format.



Mr. Seth Cirrotti-Caruso  
Cochran Electric  
April 1, 2025  
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## **ASSUMPTIONS, EXCLUSIONS AND EXCEPTIONS**

1. This proposal assumes that all electrical engineering will be completed at the same time and there will be no phasing within the project scope.
2. This proposal is based on a Construction Cost of no more than \$55 million. If the GMP final approved construction cost exceeds that value Coffman will require additional services.
3. The facility will not be designed to NetZero or Living Building standards.
4. Specification and placement of all site, stadium, and field luminaires assumed to be by others and excluded.
5. Design work for duct bank routing, utility poles, utility vaults, and other infrastructure associated with the electrical utility upstream of the utility transformer is assumed to be by the Civil Engineer. Coffman will show general routing for reference.
6. Design of all low-voltage systems (telecommunications, AV, fire alarm, building controls, etc.) are excluded unless specifically indicated as being provided by Coffman under the Scope of Work above. Coffman will coordinate with the low-voltage designer to provide 120V and higher voltage power to the low-voltage system equipment.
7. This proposal covers the design of the initial facility and does not include work associated with the buildout for future tenant improvements for concessions or other tenants that will be designed into the facility after Design Development phase.
8. Effort associated with Value Engineering after the 100% DD phase is excluded.
9. Effort associated with commissioning and performance testing are excluded from this proposal.
10. The project is anticipated to be LEED certified. Documentation and submission for LEED credits will be by others. Coffman will work to provide an electrical design that accommodates credits noted under the Scope of Services. Other credits, including credits associated with renewable energy, are excluded from this proposal.
11. The project will be designed in Revit to a LOD of 200. Coffman's modeling will be limited to the electrical distribution equipment. Modelling of feeders, branch circuits, cable trays, conduit racks, and other systems are excluded. Coffman's model will be utilized for spacing planning purposes only and the final installation modeling, construction clash detection, and other modeling to support construction activities will be by Cochran Electric.
12. Coffman will provide preliminary fault current calculations as required for permitting purposes. Final fault current calculations, arc flash and coordination studies will be by others.
13. Photovoltaic systems, if required, will be design-build by the photovoltaic installer. Coffman will coordinate system size and pathway back to the main service.
14. Design associated with generator fueling systems other line voltage power required to fuel pumps and ancillary equipment is excluded.
15. Coffman will receive frozen architectural backgrounds (walls, doors, and RCPs locked) and mechanical/plumbing electrical coordination drawings 15 business days prior to the milestone submittals noted above. Changes that occur after receiving the backgrounds may

Mr. Seth Cirrotti-Caruso  
Cochran Electric  
April 1, 2025  
Page 4

not be incorporated and information will be minor, and Coffman will be notified of the change when it occurs.

16. Coffman will receive mechanical, food service, plumbing, and low-voltage system coordination drawings three weeks prior to the 100%CD set, and two weeks prior to the IFC set. These drawings will show all required equipment that needs an electrical connection. Each piece of equipment will have a voltage and load (Amps, kW, or kVA) indicated.
17. Significant schedule changes, major electrical system standard revisions and/or changes which may require completed work to be revised shall be considered as changes in the Scope of Work.
18. Refer to Attachment A for the level of design anticipated to be included in the 100% Design Development/GMP milestone.
19. Security, Fire Alarm and AV system design will be by others. Coffman will coordinate infrastructure support to the extent necessary.
20. Changes to other disciplines drawings and Owner changes that impact the electrical design drawings after the IFC set will be additional services.
21. All construction cost estimates, construction scheduling and planning/provisions for temporary electrical building support systems during construction are excluded from this proposal.
22. All involvement with Commissioning is excluded.
23. Work with the utility to obtain potential energy rebates and/or subsidies for energy conservation will be provided by others.
24. Design of temporary power for construction is excluded from this proposal.

## FEE

Our compensation for providing the Scope of Work and Construction Administration Services for the electrical design of this project will be a lump sum of **One Hundred Ninety-Eight Thousand Dollars (\$198,000)**. This fee will be billed monthly based on a percentage of the project completed. The following is a breakdown of our fee:

Design Development:	\$99,000
Construction Documents:	\$59,400
Construction Administration:	<u>\$39,600</u>
<b>Total</b>	<b>\$198,000</b>

## REIMBURSABLE EXPENSES

Reimbursable expenses as defined in *Coffman's General Terms and Conditions* will be billed at actual cost-plus ten percent. The anticipated amount for reimbursable expenses is **\$200** which is in addition to our fee for the Scope of Services noted above.

**LABOR RATE SCHEDULE:** See attached.

Mr. Seth Cirrotti-Caruso  
Cochran Electric  
April 1, 2025  
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## NOTICE TO PROCEED

Upon your concurrence with this proposal, please sign and return a copy of this proposal and initial and return the attached *Coffman's General Terms and Conditions* to this office for our records and as our Notice to Proceed.

Thank you again for including Coffman Engineers, Inc. on this project. Please call me directly at 206-521-0728 if you have any questions.

Sincerely,

**COFFMAN ENGINEERS, INC.**



Benjamin R. Maxwell, P.E.  
Principal, Electrical Engineering

brm:rzd  
Enclosures

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**APPROVED AND ACCEPTED BY:**

**COCHRAN ELECTRIC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## Coffman's General Terms and Conditions

These General Terms and Conditions, as well as the terms in the proposal delivered to you, make up the "Agreement" as referenced herein. The term "Client" refers to the entity referred to in the proposal that is obtaining Coffman's professional services.

1. **Basic Services:** Coffman will provide Client "Basic Services," which are more particularly described in the Proposal attached hereto. The Basic Services will be provided in phases as defined in the attached Proposal. Coffman's Basic Services will be performed in accordance with applicable laws, codes, and standards currently in effect as of this Agreement's Effective Date.

2. **Additional Services:** Services not expressly identified as Basic Services, services expressly outside the scope of Basic Services, or services identified as "Additional Services" in the attached proposal shall be considered "Additional Services." Additional Services may be required for the Project. Coffman may notify Client if it believes Additional Services are required on the Project and shall notify Client before performing any Additional Services. Coffman shall not be required to perform Additional Services pursuant to this Agreement unless Client provides written authorization for Coffman to proceed with the Additional Services and Coffman agrees to perform such Additional Services. Coffman's performance of Additional Services shall entitle Coffman to additional compensation pursuant to (i) the rate and reimbursable expense schedules in the attached proposal (ii) an appropriate adjustment in Coffman's schedule for completion. Additional Services and Basic Services may be collectively referred to herein as "Services."

3. **Reimbursable Expenses:** Expenses other than salary costs that are directly attributable to Coffman's Services ("Reimbursable Expenses") will be invoiced as described in the attached proposal and or the reimbursable schedule, or, if not listed in these documents, at Coffman's cost plus a 10% markup. Reimbursable Expenses include but are not limited to expenses related to out of town travel, long distance phone charges, postal and shipping charges, personal and rental car usage, job related supplies, and printing/reproduction costs.

4. **Subcontractors:** Coffman may, at Coffman's sole discretion, utilize other firms or consultants, if necessary, to complete the Services. The cost of any subconsultant services shall be subject to a 10% markup or as otherwise agreed upon to cover Coffman's overhead expenses.

5. **Time of Performance:** Coffman's Services pursuant to this Agreement are to commence upon the Agreement's Effective Date and continue until agreed upon Services are completed or the Agreement is terminated. Coffman will perform its Services with due and reasonable diligence consistent with sound professional practices. Coffman shall not be responsible for failure to perform its Services if (i) there is a failure or delay by Client or its contractors, employees, or agents in providing Coffman with the necessary access to documentation or information; (ii) Client causes delays in any manner, whatsoever; (iii) such failure is due to any force majeure, fire, inclement weather, act of governmental authority, or any other cause reasonably beyond Coffman's control. In any of these events, Coffman's time for completion of its Services shall be extended accordingly.

6. **Standard of Care:** Coffman shall perform Services in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographical area. **CLIENT ACKNOWLEDGES AND AGREES THAT COFFMAN HAS MADE NO OTHER IMPLIED OR EXPRESS REPRESENTATION, WARRANTY, OR CONDITION WITH RESPECT TO THE SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT.**

## 7. **Compensation:**

- A. Compensation to be paid Coffman shall be in accordance with the Agreement and attached appendices. Coffman shall submit monthly invoices to Client. Invoices shall be due and payable by Client immediately upon receipt.
- B. Invoices not paid within thirty (30) days of receipt will be considered delinquent, and Client will be liable to Coffman for a late charge accruing from the date of such invoice to the date of payment at the lower of twelve (12) percent per annum or the maximum rate allowed by law and Client agrees to pay such late fee.
- C. If Client fails to pay Coffman's invoices for fees and/or Reimbursable Expenses when they become due, other than in connection with a good faith dispute of the amount owing or due Coffman's breach of this Agreement, Coffman may suspend performance of its Services pursuant to this Agreement following three (3) days written notice to Client of such non-payment until Coffman is paid in full for all invoices due. In the event of such suspension for non-payment, Coffman's time for completion of its Services shall be extended accordingly.
- D. Further, if Client fails to pay Coffman's invoices for fees and/or Reimbursable Expenses when they become due, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, Coffman may elect to terminate this Agreement and performance of Services immediately following written notice from Coffman to Client. Notwithstanding any such termination of services, Client shall pay Coffman for all services rendered by Coffman up to the date of termination of Services plus all interest and termination costs and expenses incurred by Coffman.
- E. Client agrees that it will reimburse Coffman for any costs and attorneys' fees (including in-house counsel costs) Coffman incurs in any proceedings involving Client's delinquent invoice payments or nonpayment.

8. **Termination:** Notwithstanding any other section of this Agreement, either party may terminate this Agreement by fifteen (15) days written notice. If Client elects to terminate this Agreement, Client shall pay Coffman in full for all Services performed and Reimbursable Expenses incurred up to the date which Coffman receives written termination notice, plus all termination costs and expenses incurred by Coffman. If Coffman elects to terminate this Agreement, Client shall pay Coffman in full for all Services performed and Reimbursable Expenses incurred up to the termination date.

9. **Insurance:** Coffman shall at its own cost and expense procure and maintain for the duration of this Agreement the following insurance policies:

- A. **Commercial General Liability Coverage:** \$1,000,000 per occurrence and \$2,000,000 aggregate coverage for bodily injury, personal injury, and property damage.
- B. **Automobile Liability Coverage:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. **Workers' Compensation Coverage:** Coffman shall maintain Workers' Compensation insurance for its employees in accordance with the laws of the state where the services are being performed.
- D. **Professional Liability Coverage:** Coffman maintains professional errors and omissions coverage in an amount of \$1,000,000 on a claim made annual aggregate basis.

Certificates of insurance reflecting such coverage may be produced by Coffman upon request. Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverages held by either party to this Agreement.

**10. Limitation of Liability:** To the fullest extent permitted by law, Coffman and Client agree to limit the liability of Coffman and its subconsultants to Client for any and all causes of action, claims (including but not limited to claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty), losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes related to Coffman's Services, so that the total aggregate liability of Coffman and its subconsultants to all those named shall not exceed \$50,000 or Coffman's total fee for Services, whichever is greater, in any event.

**11. Indemnity:** Subject to the limitation of liability mutually negotiated in this Agreement, Coffman shall indemnify Client from damages resulting from third party claims solely to the proportionate extent they are proximately caused by Coffman's negligent performance of Services pursuant to this Agreement. Coffman's indemnity obligations shall not require it to indemnify Client for Client's sole negligence or reckless or willful misconduct. If damages are caused by, result from, or relate to the concurrent negligence of Client or a third party not directly controlled by Coffman, Coffman's indemnity obligations shall be strictly limited to the extent of its proportionate negligence as established by a court of competent jurisdiction or arbitrator.

**12. Ownership of Documents:** All reports, field data, field notes, test data, calculations, drawings and specifications, estimates, CAD drawing files, and other documents prepared by Coffman, its officers, employees, agents, and subcontractors in the course of implementing this Agreement (collectively "Instruments of Service") shall remain Coffman's property. Coffman grants Client a nonexclusive license to use the Instruments of Service solely and exclusively in connection with Client's use on the Project, provided that Client substantially performs its obligations pursuant to this Agreement, including prompt payment of all sums when due to Coffman. Client agrees to indemnify and hold Coffman harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including but not limited to reasonable legal fees, costs of defense, and in-house counsel expenses), accruing or resulting to any persons, firms, or other legal entities on account of any damages or losses to property or persons including death and/or economic loss, arising out of the unlicensed or unauthorized use, transfer, or modification of the Instruments of Service.

**13. Jobsite Safety:** Coffman will not supervise, direct, control, or have authority over or be responsible for construction means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto on the Project or for any failure of Client to comply with applicable laws and regulations.

**14. Hazardous Materials:** Client acknowledges that Coffman has no expertise in and is not being retained for the purposes of investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances. Client agrees to indemnify and hold harmless Coffman from and against any and all claims, losses, damages, liability, and costs, (including but not limited to reasonable legal fees, costs of defense, and in-house counsel expenses) arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liabilities as may arise out of the sole negligence of Coffman in the performance of services pursuant to this Agreement.

**15. Mutual Consequential and Punitive Damages Waiver:** Neither Coffman nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party or to any third party. No punitive or exemplary damages of

any kind shall be recoverable against either party under any circumstances.

**16. Assignment:** Except as expressly provided for herein, neither Party will assign this Agreement, any right arising out of it, or the performance of obligations hereunder, without the written consent of the other. Nothing contained in this Agreement will create a contractual relationship with, or cause of action in favor of, any third party.

**17. Severability:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable, or in conflict with the laws of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected and shall remain in full force and effect.

**18. Governing Law:** This Agreement shall be governed by the law of the location of Coffman's office identified in the attached Proposal, without regard to conflict of law principles.

**19. Headings:** The headings in this Agreement are for convenience of reference only and shall not be deemed to be a part of this Agreement or limit or otherwise affect the construction, interpretation, or meaning thereof.

**20. Dispute Resolution:** All claims, disputes, controversies, or matters in question arising out of or relating to this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, with the exception of those disputes that arise out of or are related to collection matters or fees alone pursuant to this Agreement (collectively "Disputes"), shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any Disputes, Coffman and Client shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. The mediator shall be located in the same county as Coffman's office listed in this Agreement, unless the Parties otherwise agree. In the event the Parties fail to mutually agree on a mediator, within ten (10) calendar days of a mediation request, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either Party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party as determined by an arbitrator or court of competent jurisdiction shall be entitled to recover its reasonable litigation expenses, including but not limited to court costs, expert witness fees, discovery expenses, and attorneys' fees.

**21. Amendments:** This Agreement may be modified or amended only by a written document executed by both Coffman and Client.

**22. Interpretation of Agreement:** This Agreement shall be interpreted as though prepared by all Parties thereto and shall not be construed unfavorably against either Party.

**23. No Third-Party Beneficiary:** This Agreement is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right of action or any other right or benefit upon any third party not a party to this Agreement.

**24. Entire Agreement:** This Agreement constitutes the complete and exclusive statement of Agreement between Client and Coffman. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

**25. Waiver:** No failure on the part of either Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that Party may have hereunder.

Coffman \_\_\_\_\_ Client Initials \_\_\_\_\_



## Seattle Office Billing Rate Schedule

Effective January 1, 2025

<u>PERSONNEL</u>	<u>HOURLY RATES</u>
Clerical	\$90
Project Assistant	\$90
Project Coordinator	\$110
Project Administrator	\$130
Engineering Intern	\$100
Engineering Technician	\$125
Drafter I	\$105
Drafter II	\$115
Designer I	\$130
Designer II	\$145
Designer III	\$160
Senior Designer	\$180
Project Manager	\$210
Senior Project Manager	\$245
Engineer I	\$145
Engineer II	\$165
Engineer III	\$185
Senior Engineer	\$205
Senior Discipline Engineer	\$245
Discipline Manager	\$240
Senior Discipline Manager	\$255
Principal	\$265
Principal Advisor I	\$205
Principal Advisor II	\$265
Senior Lighting Designer	\$185
Senior Crane/Welding Specialist	\$255
Technician I (A)	\$105
Consultant I (A)	\$125
Consultant II (A)	\$145
Consultant III (A)	\$185
Senior Consultant (A)	\$205
Commissioning Technician I	\$145
Commissioning Technician II	\$165
Commissioning Specialist	\$180
Commissioning Engineer	\$190
Commissioning Project Manager	\$210

**These rates are effective through December 2025**



## Seattle Office Reimbursable Expenses Schedule

Effective January 1, 2025

### Reproduction Costs

Copies – 8 ½" x 11", 8 ½" x 14" (per page): \$0.10  
Copies – 11" x 17" (per page): \$0.15

### System Charges

Plots:

Size	Paper Plots
11" x 17"	\$0.75/plot
18" x 24"	\$1.50/plot
24" x 36"	\$3.00/plot
24" x 48"	\$4.00/plot
30" x 42"	\$4.50/plot
36" x 48"	\$6.00/plot
36" x 60"	\$7.50/plot

**Computer Charges from Other Systems:** Billed at 1.10 times cost

**Auto Mileage Reimbursement Per Current Federal Guidelines:** 70.0 cents per mile

### Equipment, Supplies, and Other Services

Charges for miscellaneous expenses such as long distance or toll telephone calls, postage and shipping charges, telegrams and messenger service, permits, licenses, and fees paid for securing approval of authorities having jurisdiction over the project will be billed at 1.10 times cost.

Charges for services, equipment, travel, and facilities not furnished directly by Coffman Engineers, Inc., and any unusual items of expense not customarily incurred in our normal operations, are computed on the basis of cost plus 10 percent. Such items include, but are not limited to, surveying services, services of testing laboratories, and unnamed specialist consultants.

3D Scanner: \$130/Hourly Rate



**Attachment A - Anticipated Completed Design Tasks/Items for 100% DD:**

1. Provide the design drawings as follows:
  - Site plan showing the following:
    - o Exterior receptacle layout.
    - o Exterior luminaire locations and luminaire types.
    - o Exterior equipment connections for site power.
    - o SnoPUD utility transformer and connection from the transformer to the main service switchboard.
    - o General routing of the primary feeder to the transformer. Detailed work associated with the duct bank design, vault design, and other utility owned infrastructure is assumed to be shown on the Civil Drawings.
  - Lighting plans showing the following:
    - o Luminaire layout and luminaire tags for all areas.
    - o Lighting control devices laid out for all areas and designed per the Washington State Code.
    - o Switching zones and daylight zones.
    - o Locations of exit signs.
    - o Luminaire Schedule indicating fixture manufacturer and model series and wattages the lighting design was based around.
  - Power plans showing the following:
    - o Receptacle layouts for all areas.
    - o Connections for all known equipment requiring power such as elevators, fire alarm panels, refrigerators, copiers, coffee makers, track compactors, dock levelers, motorized doors, etc....
    - o Notation of generator backed devices.
    - o Electrical circuiting maps showing which areas of the facility and site are fed from which panelboards.
    - o Electrical distribution equipment on the one-line and not shown in an enlarged plan located on the floor plans.
    - o Location of generator fuel fill station.
    - o Location of temporary generator connection cabinet.
    - o Electrical rooms coordinated with the architect and adequately sized for the equipment.
    - o Electrical vehicles rough-in and day one charging locations.
  - HVAC & Plumbing power plans showing the following:
    - o Equipment connections and disconnects for each piece of mechanical and plumbing equipment.
    - o Electrical voltages and equipment rating for each piece of mechanical and plumbing equipment.
    - o Notation of which equipment is generator backed and which branch of the generation system it is on.
  - Food Service/Concessions Plans showing the following:





- Locations and types of devices/connections needed to power food service equipment.
    - A kitchen equipment schedule showing the power requirements for each piece of food service equipment.
  - Enlarged plans for all electrical rooms showing the following:
    - Electrical equipment layouts with working clearance noted.
    - Utility vault layouts with SCL required clearances noted.
  - One-line diagram for the entire electrical distribution system including the following:
    - Panelboard, meter center, transformers, and switchboards with ampacities and equipment ratings.
    - Feeder schedule and all feeders tagged.
    - Generator and ATS's with sizes shown.
    - Generator fuel calc.
    - Fire pumps and pump sizes shown.
    - Feeders that require 2-hour protection noted.
    - Energy meters needed meet the Washington State energy Code
    - Preliminary fault currents shown.
    - Equipment names following a naming convention designated by the engineer.
  - Grounding riser diagram included.
  - Preliminary load calculations for the facility.
  - Panel Schedules with panel ratings and AIC values, branch breakers will not be defined, and loads will not be included.
2. Excluded from CD's but not limited to are the following items:
- Branch circuit wiring for all equipment, receptacles and luminaires.
  - Construction wiring diagrams and details, if required.
  - Non-Residential Energy Code Compliance Forms.



Design-Build Contract for Everett Outdoor Events Center  
Exhibit C - Phase 1A Work and Fee Proposal

# RED HAWK

## FIRE PROTECTION, LLC

801 Valley Ave. NW, Suite D, Puyallup, WA 98371

Phone: (253) 840-9900 | Fax: (800) 591-4382  
REDHAHF901QP

April 1, 2025

Bayley

Washington MBE M1F0027970  
Federal DBE D1F0027970  
King County Small Business SCS No. 1427

Attention: Hans Hansen

Reference: Everett Multipurpose Stadium - Design Documents GMP

We are pleased to submit our proposal on the fire protection system for the above referenced project. Red Hawk Fire Protection, LLC will design, provide, and install the fire protection system for the sum of:

Price Breakdown

Design Phase I	\$30,606
Permit	\$3,840
Design Phase II	\$30,606
Construction Interior	\$491,212
Five Foot Outside	\$9,988
Total	\$566,252

Addendums noted – None

This price does not include sales tax and will remain in effect for thirty (30) days, after which time it will be subject to our review. Please refer to the attached "Scope of Work" for specific inclusions, exclusions, and conditions of this proposal.

All work performed shall be in accordance with NFPA Standards and applicable state codes and shall meet the inspection and acceptance of the owner/architect.

Should you have any questions regarding this proposal, please do not hesitate to contact us. We look forward to hearing from you regarding scheduling of design and installation.

Sincerely,

Dan Radloff

Red Hawk Fire Protection, LLC

## Scope of Work

1. Red Hawk Fire Protection will provide design, fabrication, materials, and installation for an automatic fire protection system per the plans and specifications.
2. The price is based on an approximate square footage of 72,000.
3. The system shall be bidder designed.
4. The fire protection system is designed to meet the following design criteria as established by the local fire department and NFPA Chapter #13.
5. Red Hawk Fire Protection, LLC start point is with flange located 6" above grade inside the building.
6. All necessary testing, permits, inspections, and related fees.
7. (1) Two-way rough brass fire department connection mounted on outside wall within ten feet of riser location.
8. (1) Wet System: Riser consisting of water flow switch, control valve, tamper switch, drain valve and signage.
9. Dry System
  - a. (1) Riser consisting of a dry pipe valve, control valve, tamper switch, pressure switch, drain valve and signage.
  - b. (1) Air compressor with tank.
10. (1) Backflow assembly located inside building in riser room.
11. Coring / Sleeves.
12. Fire Stopping
13. Class I standpipe(s) equipped with 2.5" angle hose valve, cap and chain. Located in every required stairwell.
14. Fire Pump
  - a. (1) Electric Fire Pump, Three-phase, 460-volt.
  - b. (1) Controller for main fire pump
  - c. (1) Transfer switch
  - d. (1) Jockey Pump, Three-phase, 3-phase, 460 volt and controller.
  - e. Test header
  - f. Flow meter
15. Underground:
  - a. Fire Foot out underground price consists of a straight run of pipe starting five feet from the building line to a flange located inside the building. Offsets necessary by RHFP to meet underground supply will be an additional cost.
  - b. Location of water supply flange to be located within 5' of the exterior wall.

## Design

Price is based on an acceptable water flow.

Price is based on the water flow of ## PSI Static Pressure ### PSI Residual Pressure flowing ### GPM.

Pipe sized for and sprinklers spaced to the following:

Location	Hazard	Density	
Public Space	Light	.10	over the most remote area.
Retail	Ordinary II	.20	over the most remote area.

## Sprinkler Heads

Location	Size	Response	Finish	Type
Finished Ceilings	1/2"	Quick	Chrome	Semi Recessed
Exposed	1/2"	Quick	Bronze	Upright

## Conditions

1. All work is to be performed during normal working hours (6:00 a.m. - 6:00 p.m.) unless other arrangements are made.
2. Work area to be always accessible.
3. Water to be installed to riser room prior to any testing of the fire sprinkler system.
4. The pendent sprinklers shall be centered in ceiling tile modules in the 2-0 direction.
5. ***Sprinklers are to be installed to provide adequate coverage per code. Single sprinklers will not necessarily be centered, or symmetrical with respect to lights, diffusers, smoke detectors, etc. Sprinklers will be symmetrically aligned in corridors.***
6. Drain piping to be run to an open-air discharge point within ten feet of the drain valve or device served.
7. This proposal is based upon installation being made from finished unobstructed concrete floors by using A-ladder, forklift, or scissor lift at Red Hawk Fire Protection, LLC's option.
8. This proposal is based on Red Hawk Fire Protection, LLC receiving AUTOCAD backgrounds from all trades in a timely manner, without cost.
9. It is the owner's responsibility to maintain adequate heat in all areas protected by the wet pipe sprinkler system.
10. **The construction standpipes are permanent standpipes. The stairs must be constructed and keep pace with the building erection for the installation of the standpipe system will be aligned with the construction standpipe requirements.**
11. **Material pricing is based on the current market with 5% escalation. Should material pricing, specifically steel pipe, exceed this factor, RHFP will be compensated for the increases.**

## Exclusions

1. Fire sprinklers above finished ceiling area. If a heat detection system is required additional sprinklers above these areas may be used for this requirement and they would be installed as an extra to our original contract price.
2. Fire sprinkler head layout does not include ceiling fans or potential future ceiling fans.
3. FPE - Fire Protection Engineer stamp or review.
4. Seismic structural and civil review by professional engineer and modifications to the building structure.
5. All painting desired or required, including cleaning of piping, and protection of the installed sprinkler heads from paint.
6. All electrical wiring of any kind. Including work necessary to place specified electronic alarms in service including supervisory alarm system, central station monitoring and fire life safety systems and 120 VAC power to the control panels or air compressor.
7. Pre-action systems.
8. Clean Agent systems.
9. Hood suppression systems.
10. Pipe identifications except that required by NFPA code. Pipe markings for exposed standpipes in egress pathways.
11. Underground piping beyond 5 feet on the building.
12. Underground excavation and backfill.
13. Sleeves or caulking of sleeves.
14. Cost of bond
15. Water Storage tank
16. Fire Pump transfer switch in not required or included.
17. Beam penetrations.
18. Permanent or temporary fire extinguishers and cabinets.
19. Heat tape and insulation of fire mains.

Everett Multipurpose Stadium

Everett, Wa

**BAYLEY**

\$331,748

BID DATE:

1/0/1900

183

Day Schedule

- GSF

Item	Notes	Quantity	Unit	Labor \$/Unit Amount	Material \$/Unit Amount	Equip \$/Unit Amount	Subcontract \$/Unit Amount	Unit Cost	Total	Category	Bid Form Sort
<b>00 - Supervision and Administration</b>		53.10							\$256,748		
PROJECT EXECUTIVE	Hans Hansen	0.00	WK	\$7,040	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	00
SENIOR PROJECT MANAGER	Stewart Potter	10.80	WK	\$5,600	\$60,480	\$0.00	\$0	\$5,600.00	\$60,480	00	
PROJECT MANAGER	Maiya Loucks	11.60	WK	\$4,760	\$55,216	\$0.00	\$0	\$4,760.00	\$55,216	00	
SENIOR SUPERINTENDENT	Chris Coleman	5.40	WK	\$5,040	\$27,216	\$0.00	\$0	\$5,040.00	\$27,216	00	
DIR OF PRECON	Wade Meyer	11.60	WK	\$5,960	\$69,136	\$0.00	\$0	\$5,960.00	\$69,136	00	
SENIOR ESTIMATOR	Jon Lindberg	0.00	WK	\$4,581	\$0	\$0.00	\$0	\$0.00	\$0	00	
ESTIMATOR	Margarita Titova	12.00	WK	\$3,263	\$39,154	\$0.00	\$0	\$3,262.80	\$39,154	00	
DLR -Practice Leader	Erica Loynd	0.00	WK	\$12,000	\$0	\$0.00	\$0	\$0.00	\$0	00	
DLR - Professional II	Andy West	0.00	WK	\$7,000	\$0	\$0.00	\$0	\$0.00	\$0	00	
DLR - Senior Expert	Greg Garlock	0.00	WK	\$14,000	\$0	\$0.00	\$0	\$0.00	\$0	00	
DLR - Professional II	Danny Zegers	0.00	WK	\$7,000	\$0	\$0.00	\$0	\$0.00	\$0	00	
DLR - Project Leader	Jesse Smith (Lighting)	0.00	WK	\$9,400	\$0	\$0.00	\$0	\$0.00	\$0	00	
DLR - Professional II	Lisa Lazar	0.00	WK	\$7,000	\$0	\$0.00	\$0	\$0.00	\$0	00	
BIM COORDINATOR	Margarita Titova	1.70	WK	\$3,263	\$5,547	\$0.00	\$0	\$3,262.80	\$5,547	00	
		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	00	
		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	00	
		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	00	
		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	00	
		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	00	
SAFETY ENGINEER		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	00	
MARKETING LEAD		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	00	
Intern		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	00	
DIRECTOR OF SCHEDULING		0.00	WK	\$5,406	\$0	\$0.00	\$0	\$0.00	\$0	00	
TBD3		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	00	
TBD4		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	00	
TBD5		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	00	
TBD6		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	00	
TBD7		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	00	
TBD8		0.00	WK	\$0	\$0	\$0.00	\$0	\$0.00	\$0	00	
<b>01 - Misc. / Investigation</b>		-							\$30,000		
Surveyor Allowance	Excluded for now - Rates TBD	0	HOURS	\$0.00	\$0	\$0.00	\$0	\$195.00	\$0	\$0.00	01
Geotech Allowance	Excluded for now - Rates TBD	0	HOURS	\$0.00	\$0	\$0.00	\$0	\$195.00	\$0	\$0.00	01
Hazmat Allowance	Excluded for now - Rates TBD	0	HOURS	\$0.00	\$0	\$0.00	\$0	\$195.00	\$0	\$0.00	01
Smart Start Consultant		0	LS	\$0.00	\$0	\$4,000.00	\$0	\$195.00	\$0	\$0.00	01
Professional Surveyor - Primary Control		0	HOURS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	01
Professional Surveyor - Field Support		0	HOURS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	01
Professional Surveyor - Sitework Layout		0	HOURS	\$0.00	\$0	\$0.00	\$0	\$195.00	\$0	\$0.00	01
Professional Surveyor - Site Electrical Layout		0	HOURS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	01
Professional Surveyor - Structure Layout		0	HOURS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	01
Professional Surveyor - Interiors Layout		0	HOURS	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	01
Industrial Hygienist Services		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	01
Jobsite Travel		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	01
Estimating Travel		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	01
Project Outreach		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	01
Employee Badging		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	01
Hiring Fees		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	01
Miscellaneous Expenses, Travel, Events		1	LSUM	\$0.00	\$0	\$30,000.00	\$30,000	\$0.00	\$0	\$30,000.00	01
Moving & Relocate		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	01
Subsistence		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	01
Company Apartments		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	01
TBD		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	01
<b>02 - Plans and Printing</b>		-							\$0		
Project Plans / Printing		0	LSUM	\$0.00	\$0	\$1,500.00	\$0	\$0.00	\$0	\$0.00	02
As-Builts		0	LSUM	\$0.00	\$0	\$1,500.00	\$0	\$0.00	\$0	\$0.00	02
Hyperlink, Document Management Service		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	02
Electronic As-Builts (Auto Cad)		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	02
O & M Manuals		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	02
Project Documentation & Storage		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	02
DocuSign	[>500K = \$75], [550K-3MM = \$250] [3MM-5MM = \$700]	0	LSUM	\$0.00	\$0	\$1,500.00	\$0	\$0.00	\$0	\$0.00	02
<b>03 - Virtual Design and Construction</b>		-							\$45,000		
<b>Coordination</b>		0	MO	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	03
VDCO Execution Plan		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	03
Project Model Consultant		1	LSUM	\$0.00	\$0	\$0.00	\$0	\$0.00	\$45,000.00	\$45,000.00	03
Software Training		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	03
VEO		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	03
Navisworks		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	03
Sherlock (Flypaper)		0		\$0.00	\$0	\$0.00	\$0	\$80.00	\$0	\$0.00	03
4D Animation Updates		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	03
Virtual Mockups		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	03
VDC Laptop		0		\$0.00	\$0	\$0.00	\$0	\$6,800.00	\$0	\$0.00	03
VDC Monitor		0		\$0.00	\$0	\$0.00	\$0	\$500.00	\$0	\$0.00	03
<b>Construction</b>		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	03
4D Model - Structure		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	03
4D Model - MEP		0		\$0.00	\$0	\$0.00	\$0	\$1,000.00	\$0	\$0.00	03
Laser Scan		0		\$0.00	\$0	\$850.00	\$0	\$280.00	\$0	\$0.00	03
3D Modeling		0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$80.00	\$0.00	03
Laser Scan - Pour Checks		0		\$0.00	\$0	\$1,000.00	\$0	\$3,500.00	\$0	\$0.00	03
Laser Scan - Surface Analysis		0		\$0.00	\$0	\$1,000.00	\$0	\$3,500.00	\$0	\$0.00	03

[illegible]



Design-Build Contract for Everett Outdoor Events Center  
Exhibit C - Phase 1A Work and Fee Proposal

Weekly Clean-Up Estimate			0	0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	06	
Dumpster Rental			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	06	
Dumpster Dump Fees			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$850.00	\$0	\$0.00	\$0	06	
Janitorial Services			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	06	
Final Clean-Up Estimate -Bldg.			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	06	
Final Clean-Up Estimate - Site			0	LSUM	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$10,000.00	\$0	\$0.00	\$0	06	
Final Clean-Up Estimate - Parking			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	06	
Hauling To & From Job			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	06	
Hauling - Job			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	06	
BERCO			0	MO	\$0.00	\$0	\$0.00	\$0	\$3,000.00	\$0	\$0.00	\$0	\$0.00	\$0	06	
			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	06	
07 - Inspection and Quality Control			-											\$0		
Quality Control System			0	0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
Quality Program Set-Up			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
Quality Program Awards			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
Testing (By Owner)			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
Concrete Testing Work			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
Soils Testing Work			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
Asphalt Testing Work			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
Steel Testing Work			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
Spray Fireproofing Work			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
Leak Test Structures			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
Air Barrier Testing			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
3rd Party Water Infiltration Testing			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
Disinfect Structures			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
SWPP Inspections			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
Third Party Crane Inspections			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	07	
08 - Temp. Heat and Protection			-											\$0		
Building Temp Heat			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Temp Heating For Subcontractors			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Heaters			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Fuel			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Fire Watch			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Ext. Bldg. Enclosure - Set			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Ext. Bldg. Enclosure - Remove			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Snow Removal			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Fuel Piping - Highrise - Set			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Fuel Piping - Highrise - Remove			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Masonry Heating & Prot.			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Curing Blankets			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Heaters			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Fuel			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Fire Watch			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Ext. Bldg. Enclosure - Set			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Ext. Bldg. Enclosure - Remove			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Temp Heat Permits			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Building Heating (Temp.)			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
Building Heating (Perm.)			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	08	
09 - Travel			-											\$0		
**Cranes**			0	MO	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane Anchors			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane Foundation			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane Up/Down			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane Climber to jack tower cranes			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane Tie-Offs			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane Freight			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane Elect Service			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane Elect Bill			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane Operator			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tower Crane Coordinator / Rigger			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Misc. Tower Crane Expenses			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
3rd Party Crane Inspections			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
RT Hydro Crane			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Third Party Crane Inspections			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Crane Frt In/Out, Setup			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Crane Frt In/Out, Setup			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Crane Pads			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Rigging/Lifting Devices			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Crane Operator			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Crane Coordinator / Rigger			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Crane Oiler			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
**Hoists**			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Man/Material Hoist Single Cab			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Man/Material Hoist Double Cab			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoist Anchors			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoist Foundation			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoist Up/Down			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoist Jumps			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoist Platforms			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoist Freight In/Out			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	

Design-Build Contract for Everett Outdoor Events Center  
Exhibit C - Phase 1A Work and Fee Proposal

Hoist Elect Service			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoist Elect Bills			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoist Operator (1 Cage)			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoist Operator (2 Cage)			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoist Insurance			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Hoist Third Party Inspections			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Temporary Use of Elevator			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
<b>**Forklifts**</b>			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
RT Fork Lift			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Warehouse Fork Lift			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Forklift Operator			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
<b>**Pickups**</b>			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Job Site Pickup			0	MO	\$0.00	\$0	\$0.00	\$0	\$975.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Fuel			0	GAL	\$0.00	\$0	\$5.25	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
<b>**All Terrain Vehicles**</b>			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Kawasaki Mule			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
<b>**Air Compressor Rental**</b>			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
185 CFM (D) tow behind			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
<b>**Welders**</b>			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
200 Amp (G) Welder			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
<b>**Generators**</b>			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Multiquip 45 KW			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Multiquip 60 KW			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Multiquip 25 KW			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Amida Light Plant			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
<b>**Misc. Equipment**</b>			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Bobcat 763			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Tennant Sweeper			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Dewatering Equipment			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Radio Base Station			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Radios			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Concrete Power Buggies			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Finishing Mach. & Blades			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Concrete Vibrators			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Misc. Power Equip. ___% X Lab			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Small Tools ___% X Lab			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Repairs & Maintenance			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	09	
Travel Allowance		Allowance	0	LS	\$0.00	\$0	\$7,500.00	\$0	\$0.00	\$0	\$80.00	\$0	\$0.00	\$0	03	
<b>10 - Sales &amp; Use Taxes</b>			-										\$0			
Material Sales Tax			0	MO	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	10	
Equipment Use Tax			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	10	
			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	10	
			0		\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	10	
<b>Summary</b>			-													
<b>Supervision and Administration</b>			1	LS		\$256,748		\$0		\$0		\$0		\$256,748		
<b>Misc. / Investigation</b>			1	LS		\$0		\$30,000		\$0		\$0		\$30,000		
<b>Plans and Printing</b>			1	LS		\$0		\$0		\$0		\$0		\$0		
<b>Travel</b>			1	LS		\$0		\$0		\$0		\$45,000		\$45,000		
<b>Safety and First Aid</b>			1	LS		\$0		\$0		\$0		\$0		\$0		
<b>Temporary Facilities</b>			1	LS		\$0		\$0		\$0		\$0		\$0		
<b>Building Services and Clean Up</b>			1	LS		\$0		\$0		\$0		\$0		\$0		
<b>Inspection and Quality Control</b>			1	LS		\$0		\$0		\$0		\$0		\$0		
<b>Temp. Heat and Protection</b>			1	LS		\$0		\$0		\$0		\$0		\$0		
<b>Equipment and Transportation</b>			1	LS		\$0		\$0		\$0		\$0		\$0		
<b>Sales &amp; Use Taxes</b>			1	LS		\$0		\$0		\$0		\$0		\$0		

Total \$331,748





LAND SURVEYING • LAND USE PLANNING • CIVIL ENGINEERING • WETLAND SERVICES

Bayley Construction  
Maiya Loucks  
8005 SE 28<sup>th</sup> St  
Mercer Island, WA 98040  
P25HRM0128

February 19, 2025  
206-949-8626  
maiya.loucks@bayley.net

Harmsen, LLC (HARMSSEN) appreciates your interest in having us provide professional services for the property located in Everett, WA. Based on discussions with you and our understanding of the project needs, we propose the following:

**SCOPE OF SERVICES:**

- Perform a boundary and topographic survey for 28 properties and Right of Way per client provided scope and markup, attached, for the purpose of proposed Outdoor Multipurpose Stadium;
- Review City provided title report and plot easements, if any;

**FIXED FEE: \$70,820**

- 3<sup>rd</sup> Party underground utility locate service;

**Estimated Time & Materials: \$20,750**

**ASSUMPTIONS:**

- No corners will be set at this time;
- Client to provide a copy of the title report. Harmsen can coordinate ordering for an additional fee if needed;
- The above estimate does not include any City, County or recording fees or any other professional services. A proposal for Civil Engineering, Wetland Studies and Construction Staking can be provided if needed;

Before beginning the project, we will need this proposal letter initialed and signed. If unforeseen complications arise, HARMSSEN reserves the right to stop work until a revised fee and/or schedule can be negotiated. Deliverable(s) will be provided after final invoice has been satisfied. This fee proposal is valid for 60 days.

We look forward to the opportunity to serve you. Please call us if you have any questions regarding this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Karen J. Smith".

Terms & Conditions, page 2

**TERMS AND CONDITIONS****BILLING RATES – 2025**

Survey Principal	\$230
Survey Associate Principal	\$215
Survey Project Manager	\$200
Survey Instrument Operator	\$175
Survey Senior Instrument Operator	\$190
Survey Crew Chief	\$245
Survey Senior Crew Chief	\$285
Survey Processor	\$190
Civil Principal	\$240
Civil Senior Project Manager	\$215
Civil Designer	\$165
Senior Planner	\$205
Wetland Specialist	\$180
Administrator	\$125
Travel	\$130
Expert Witness	\$400
Drone Operation	\$250
Utility Rate	\$170

Other rates may apply to other specific services.

**HOURLY BILLING RATES SUBJECT TO ADJUSTMENT ANNUALLY****DIRECT PROJECT CHARGES**

Living and travel expenses, out-of-area long-distance charges, subcontracted services, printing & reproduction expenses, and all other materials & equipment costs are charged at cost, plus 15%.

**PAYMENT TERMS**

Harmsen invoices on a monthly basis. Invoices are due and payable within 25 days after presentation. Interest at the rate 18% per annum from date of invoice will be assessed on any balance not paid within thirty (30) days of the date of invoice. All credit card transactions will incur a 3% transaction fee. In the event Harmsen is not timely paid on this contract or on any other contract with the client, Harmsen may, without notice, suspend its performance.

**DEFAULT (ACTION, COSTS, VENUE)**

The Client agrees that in consideration of the relative opportunities for financial reward from this project for the parties to this Agreement, the maximum aggregate amount of its recovery from Harmsen or our employees due to any and all claims of professional negligence and breach of contract arising out of any incident shall be limited to the amount of fees paid to us under this Agreement, or \$50,000.00, whichever is less. Harmsen shall not be liable for consequential damages, including loss of use or profits, or indirect damages, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, strict liability, breach of warranty, or negligent act, error, or omission, whether professional or nonprofessional. In the event the Client fails to make payment as required by this agreement, and Harmsen commences action to collect the payments that are due: (a) the Client shall pay all costs that Harmsen reasonably incurs to collect such payment, including but not limited to attorney's fees, filing fees and service charges to record and release liens, and interest on any judgment entered hereon; and (b) the venue for any lawsuit shall be in Snohomish County, WA.

**CLIENT**

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

TITLE: \_\_\_\_\_

**LAND OWNER (if not Client)**

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

**OWNERSHIP OF WORK PRODUCT**

The data, designs, drawings, maps, plans, specifications, reports, photographs and other documents produced by Harmsen LLC hereafter referred to as Harmsen pursuant to this agreement are, and remain, the exclusive property of Harmsen. Harmsen will provide a single original copy of the ORIGINAL PRINTED drawings, maps, plans, specifications, reports and other documents as required for the Client's use for the fee set forth. Additional or multiple copies will be furnished as a reimbursable expense at the above listed rates.

**FULL DISCLOSURE AND RELIANCE**

Client asserts that they have fully disclosed all applicable information related to this agreement and that Harmsen may rely on all such information, provided by the client, the clients employees, agents, contractors, or consultants.

Client also asserts that if they are not the landowner, the landowner is aware that client has retained Harmsen for improvement of landowners property.

Client agrees to defend, indemnify, and save harmless, Harmsen our officers, agents, and employees from and against any and all suits and claims in connection with the work of this contract. Clients indemnity obligation does not extend to liability resulting from the sole negligence of Harmsen. If a claim for injuries, death, or property damage is caused by the concurrent negligence of Client and Harmsen this indemnity provision shall only be enforceable to the extent of the negligence of the Client.

**BILLING ADDRESS (other)**

ADDRESS: \_\_\_\_\_

**HARMSEN, LLC**

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

TITLE: \_\_\_\_\_



## **Request for Survey Information**

The survey shall include full topographic surface data and underground utilities a minimum of 50 feet past the edge of the project boundaries as defined in the attached exhibit. We request the following specific items:

- Survey shall be performed and documents prepared in such a manner so as to fully comply with all local codes, ordinances and other requirements.
- All public and private utilities, both active and abandoned, shall be shown. Surveyor shall coordinate with Owner, City, County, State (or any other AHJs), and ALL utility purveyors in and around the project area to gather record documentation and verify site utility information. This activity is in addition to the coordination with utility locate services.
- Surveyor shall use a locate service for locating utilities. Existing utilities shall be indicated by appropriate paint marks. All located utilities shall be incorporated into the survey, including sizes obtained from record drawings.
- Surveyor shall coordinate paint marks and as-built documentation and resolve any discrepancies.
- Show inverts at manholes and drainage structures for all pipes. Show pipe diameters, pipe material, and direction of pipe. Include the structure size for all manholes and drainage structures.
- Manhole and catch basin symbols shall be shown at center of structure, not center of lid.
- Gravity systems, i.e. storm drain and sewer, shall be surveyed to the next downstream structure and the next upstream structure beyond the limits of survey.
- Utilities shall be shown continuous. Utility lines shown terminating shortly after a structure or at survey limits are not acceptable. They should be shown to the next downstream/upstream structure regardless of location.
- Include callouts for utility structures, control points, etc directly on the plan. Placing these items in tables is not acceptable.
- Show overhead utility lines (eg: primary & secondary power, telecommunications, etc)
- Obtain topography by recording spot elevations at a maximum 25-foot on center spacing (including along roadway centerlines, top of curb, bottom of curb, etc). Additional spots will be required to adequately identify grade breaks and other topographic features. Spot elevations shall be to the nearest .01 foot.
- Provide contours at 1' intervals. Smaller intervals may be required in low-slope areas. Larger intervals may be required in steep slope areas (ie > 1:1).
- Horizontal and vertical datum shall be clearly shown and have two reference points within the area of the project. Include a description of the datum used on the survey drawing.
- Provide a stamped and signed hard copy of survey (PDF is also acceptable) at no more than 1" = 30' scale. Provide electronic file in AutoCAD format.



***Everett – Outdoor Multipurpose Stadium***

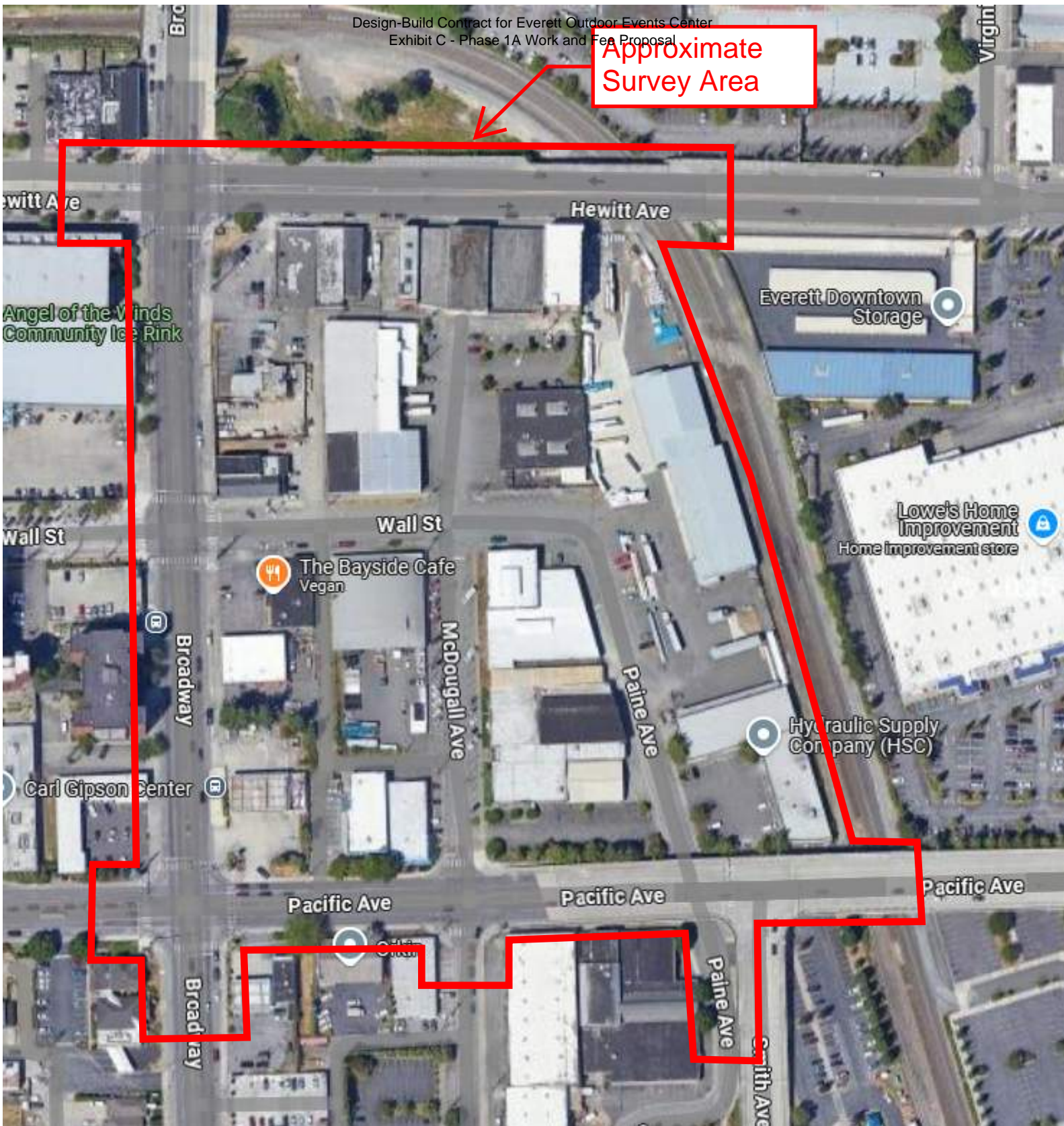
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- Survey shall include, but not be limited to:
  - \* Grade Breaks
  - \* Limits of Pavement
  - \* Pavement type
  - \* Curbs and walls
  - \* Curb ramps and driveways
  - \* Trees (including caliper and type) 6-inch diameter and larger
  - \* Limits of shrubs and vegetation
  - \* Buildings and Structures. Include finished floor elevations for all ground floor(s) and basements
  - \* Fences, rockeries, retaining walls, or similar. Note type, length, width and height at ends and every 20 feet (at midpoint if item is less than 40 feet)
  - \* Utility Access Points—Manholes, Catch Basins, cleanouts, etc.
  - \* Valve covers, identify irrigation valves separately from water main valves
  - \* Light and Power Poles
  - \* Fire Hydrants
  - \* Signs
  - \* Parking and channelization striping
  - \* Monuments and survey control points
  - \* Property Lines and Easements

The survey shall incorporate the following CAD requirements:

- All line work and text shall be in model space. Drawing units shall be decimal feet.
- Provide the triangulated irregular network (TIN) as a surface within the \*.DWG file. The surface should be set to not display any data.
- Surface data shall match the contours used in the final print.
- All CAD line work shall be “color by layer” and “linetype by layer”.
- All CAD elements intended for display in the survey print, including spot elevations and contours, shall be basic CAD elements. Elements created by software like Civil 3D, InRoads, Eaglepoint, etc shall be converted to basic CAD elements.
- Contour text shall be on a separate layer from the contours
- Contours shall be drawn at actual elevation.
- To accurately show contours at the limits of survey, the surveyor shall insure that all contours created by erroneous triangulation of the spot elevations at the limits of survey are removed.
- Monuments shall be shown at their true location in model space. If necessary, graphical representations of far away monuments shall be accomplished in paper space.





**Everett - Outdoor Multipurpose Stadium  
Survey Request Area  
2025-01-27**



2101 4<sup>th</sup> Avenue, Suite 950  
Seattle, Washington 98121  
206.728.2674

March 12, 2025

Bayley Construction  
8005 SE 28<sup>th</sup> Street  
Mercer Island, Washington 98040

Attention: Stewart Potter and Hans Hansen

Subject: Revised Proposal  
Geotechnical Services  
Everett Outdoor Multipurpose Stadium (EOMS)  
Broadway at Pacific Avenue  
Everett, Washington  
File No. 0661-144-00

## Introduction and Project Understanding

GeoEngineers, Inc. (GeoEngineers) appreciates the opportunity to submit this revised proposal for geotechnical services to support the Everett Outdoor Multipurpose Stadium (EOMS) project located in Everett, Washington.

This proposal is based on our pull planning session with the project team and our discussion with Hans Hansen. The project site is bounded by several industrial properties on the north, McDougall Avenue on the east, Pacific Avenue on the south, and Broadway on the west. The project site consists of 13 Snohomish County parcels, totaling up to 5 acres in size.

The project site slopes down from the southwest to the northeast, with overall site elevations ranging from Elevation 92 feet down to Elevation 64 feet. Based on our review of the Request for Qualifications for progressive design-build services and our meeting, the new stadium would serve as the home field for the AquaSox and would be designed to meet the new MLB facility standards required for a High-A Minor League baseball stadium. The new stadium is anticipated to provide approximately 3,000 seats for AquaSox games; accommodate high school, college, and tournament baseball games; allow for conversion to an “amphitheater” setting that can seat up to 5,000 for concerts and community events; and provide public park spaces with amenities suitable for anticipated growth in Everett. Based on our understanding, the project site grades would generally match the existing grade along McDougall Avenue. This would result in excavations on the order of 10 to 20 feet along the west and south sides of the project site.

Based on our limited review of available subsurface data, the project site is likely underlain by a layer of fill over either lacustrine clay or advance outwash sand deposits. The fill generally consists of sand and gravel with varying amounts of silt and ranges in thickness from 1 to 15 feet where encountered. Advance outwash

deposits exist under the northern half of the project site and possibly much of the site in general. The advance outwash deposits consist of dense to very dense sand with varying gravel and silt content. The depth to advance outwash ranges from 5 to 25 feet below ground surface. However, as part of the Pacific Avenue Overcrossing project in 2005, several explorations were advanced within Pacific Avenue on the south side of the project site that encountered medium stiff to stiff lacustrine clay underlying the fill. Where encountered, the lacustrine clay generally ranges from 10 to 20 feet thick and is relatively weak and compressible.

Based on our discussions with you and Shiels Obletz Johnsen, we understand that the proposed explorations need to be performed within the public right-of-way prior to completion of private property entry agreements. We propose to perform 9 borings within the right-of-way, as shown in the attached Figure 1, Proposed Explorations. We understand that Bayley Construction will procure the necessary street use permits required for drilling within the right-of-way at the proposed boring locations during the planned field work (March 17 to 21, 2025). We recommend that two borings also be drilled on private property at a later date as part of a second mobilization.

Prior to drilling the planned geotechnical explorations within the public right-of-way, we propose to subcontract a vacuum excavation contractor to air knife the upper 5 feet of the 9 borings to clear the locations.

GeoEngineers is also performing environmental services on the project, including the preparation of an initial Phase I Environmental Site Assessment (**Task 100**). We recommend that environmental screening, and focused sampling and chemical analyses be conducted during the geotechnical drilling as an initial effort to plan for appropriate materials management and to begin to characterize project site soil and groundwater for the presence of contamination as part of planning for project construction.

This proposal presents GeoEngineers' proposed approach to the project, our scope of services, and our fees and schedule.

## Proposed Approach

The following paragraphs outline the key issues and GeoEngineers' approach to the project. Key geotechnical considerations for this site include the following:

- Evaluating the depth to bearing soils across the site and developing appropriate recommendations for foundation support and earthwork. This will include preparation of a bearing soil elevation map that can be used to estimate overexcavation depths. Foundations are anticipated to consist of shallow spread foundations bearing directly on bearing soils or structural fill extending to bearing soils.
- Exploring the extent and competency of the lacustrine deposits on the south side of the site. We propose to perform laboratory testing to characterize this material's compressibility.
- Understanding the groundwater conditions at the site. The subsurface conditions (and whether water-bearing soils are present overlying glacially consolidated soils) will be important to understand the hydraulic conditions, site drainage, and constructability.



We propose to complete our geotechnical services in multiple tasks. The first task will consist of providing consultation, attending meetings, and preparing preliminary design values (**Task 200**) for the team's use during concept design. We recommend including an allowance for this scope. We will then perform a geotechnical investigation with borings and prepare a draft design report (**Task 300**) for the team's use during schematic design. Once the private property entry agreements are obtained, we will drill two additional borings (**Task 301**) and prepare a final version of the geotechnical report. We also propose an add alternate scope (**Task 302**) to conduct environmental field screening, focused sampling and chemical analyses during the geotechnical drilling. After issuing the final report, we plan to provide consultation to the project team through design development (**Task 400**).

## Scope of Services

Our proposed geotechnical scope of services is presented below.

### TASK 200. PRELIMINARY GEOTECHNICAL SUPPORT

1. Review available reports and studies for the project site and surrounding area available from our files (**completed**).
2. Attending meetings (including pull planning session on February 12, 2025) and providing consultation as needed.
3. Providing preliminary design recommendations to the project team as needed.

### TASK 300. GEOTECHNICAL INVESTIGATION

1. Coordinate site access for our proposed geotechnical investigation and contact the Washington State One-Call service to locate the borings in areas that are clear of underground utilities. We will also subcontract a private utility locator to clear utilities near the proposed boring locations. We will subcontract a vacuum excavation contractor to air knife the upper 5 feet of the borings to look for unmarked buried utilities.
2. Drill and sample 9 geotechnical borings to depths between 15 and 40 feet; one of the borings will be converted into monitoring wells. The borings will be completed using hollow-stem auger drilling equipment. The drilling depths were selected based on the proposed project site layout and the anticipated subsurface conditions. The drilling will be monitored on a full-time basis by a GeoEngineers field representative. We expect the geotechnical investigation to take five 10-hour days.

The drilling services will be subcontracted to GeoEngineers and will generate excess soil that will not be replaced in the borehole. Our scope and fee estimate assumes that the excess soils, or investigation-derived waste (IDW), will be drummed and stored on-site for waste profiling. GeoEngineers will arrange for and subcontract disposal of the drummed IDW. Our estimated costs assume disposal of 14 drums of non-hazardous waste.

3. Obtain traffic control signage (assuming no flaggers are needed as part of City of Everett permitting), including rental and delivery for 5 days of field work. We have assumed that the City of Everett standard traffic control plan #703 (shoulder work) will be used for the permitted work.
4. Install monitoring equipment (pressure transducers) within the well. This will allow us to measure and log groundwater levels over time.



5. Evaluate physical and engineering characteristics of the soils based on laboratory tests performed on samples obtained from the borings. The laboratory tests may include percent fines content determination, sieve analysis, Atterberg limits, compressibility, and moisture content tests, as appropriate.
6. Provide geotechnical recommendations including the following, as appropriate:
  - ☐ Recommended type(s) of foundation systems;
  - ☐ An estimate of total and differential foundation settlements for the recommended foundation types;
  - ☐ Subsurface drainage system to be used for slabs-on-grade and below-grade walls;
  - ☐ Suitability of on-site materials or requirement for off-site materials for compacted fills under building slabs, along with a recommended specification for compacted fill material;
  - ☐ Compaction criteria;
  - ☐ Subgrade preparation and modulus of subgrade reaction to be used for slabs-on-grade;
  - ☐ Determination as to whether a capillary break or moisture/vapor barrier are required;
  - ☐ Soil pressures to be used for the design of cantilever and basement-type retaining walls, along with recommended surcharge loading and seismic pressures; and
  - ☐ Determination as to whether soil design parameters can be increased for short-term loadings.
7. Temporary shoring recommendations, including the following, as appropriate:
  - ☐ Means, methods and types of temporary shoring;
  - ☐ Recommended tieback load transfer values, geometry of no-load zone and minimum anchor lengths;
  - ☐ Lateral earth pressures and diagrams for temporary shoring system;
  - ☐ Required pile minimum embedment lengths, end-bearing value and side friction value;
  - ☐ Lagging design, as appropriate;
  - ☐ Surcharge pressures;
  - ☐ Shoring monitoring requirements; and
  - ☐ Proof and verification anchor testing requirements.
8. Provide recommendations regarding groundwater conditions, including estimated groundwater elevation and construction considerations.
9. Prepare a draft geotechnical engineering report summarizing the subsurface explorations, including descriptions of surface and subsurface conditions, a site plan showing exploration locations and other pertinent features, summary exploration logs, and design recommendations – to be used for construction permit submittal.

### **TASK 301. SUPPLEMENTAL INVESTIGATION**

1. Coordinate site access for the remaining two borings on private property. We will contact the Washington State One-Call service to locate the borings in areas that are clear of underground utilities. We will also subcontract a private utility locator to clear utilities near the proposed boring locations.

2. Drill two borings to a depth of 40 feet using a truck-mounted drill rig. The borings will be converted into monitoring wells. These two wells will also be instrumented with pressure transducers. Following the drilling, IDW will be treated as described in Task 200.
3. Following completion of the two borings, we will perform laboratory testing of soil and include the updated findings in a final version of the geotechnical report.

### ADD ALTERNATE 1 (TASK 302). ENVIRONMENTAL SAMPLING

1. Field screening of soil from each boring for visual and olfactory evidence of contaminants and for volatile organic compound (VOC) concentrations in vapor using a photoionization detector (PID). Two soil samples will be collected from within the first 15 feet below ground surface (bgs) of each boring (22 samples assuming all 11 borings will be drilled) for selected laboratory chemical analyses for contaminants of potential concern. Based on field screening, up to five additional soil samples may be collected from depths greater than 15 feet bgs also for selected chemical analyses, for a total of 27 samples. The soil samples will be placed on ice in a cooler and submitted to OnSite Environmental Inc. of Redmond, Washington (OnSite) for analysis under standard chain-of-custody protocols.
2. We will submit the soil samples for selected analyses for one or more of the following contaminants of interest:
  - ☐ Total petroleum hydrocarbons as diesel-range organics (TPH-D) and as oil-range organics (TPH-O) by Northwest Method NWTPH-Dx;
  - ☐ Total petroleum hydrocarbons as gasoline-range organics (TPH-G) by Northwest Method NWTPH-Gx;
  - ☐ VOCs, including benzene, toluene, ethylbenzene and xylenes (BTEX) and halogenated VOCs (HVOCs), by U.S. Environmental Protection Agency (EPA) Method 8260D; and
  - ☐ Resource Conservation and Recovery Act 8 metals (arsenic, barium, cadmium, chromium, mercury, lead, silver, selenium) by EPA Method Series 200/6000/7000.
3. We will prepare an email summary of the findings from the soil chemical analysis.

### TASK 400. FINAL DESIGN SUPPORT

1. Collect the groundwater data from the three previously installed monitoring wells.
2. Attend project team meetings during the design phase and provide consultation to the project team during design.
3. Review the project shoring, dewatering, civil, and structural plans.

## Schedule, Terms and Fees

We are prepared to begin **Task 200** services immediately under our current NTP for environmental services. **Task 300** drilling is scheduled for March 17, 2025. One Call markings will need to be performed at least one week prior to the start of drilling. Our field explorations will take approximately five days. We will then submit samples to the laboratory for testing. We plan to issue our draft geotechnical report by April 21, 2025. Once right-of-entry agreements are obtained for 2105 Pacific Avenue and 2201 Pacific

Avenue, we can schedule the drilling for **Task 301**. The drilling will take approximately 2 days to complete; we can issue the updated report within 4 weeks of completing the drilling. **Task 400** services would begin immediately after submitting the report. If this schedule does not meet your needs, please contact us so we can discuss appropriate changes.

We expect that our services will be provided under your project contract agreement, referencing a prime agreement, with options to discuss and negotiate terms and conditions, if necessary. We request we obtain these documents as soon as possible so that we can review and consider mutual terms. We typically request three to four days for the council to complete review. We do not expect this review to hold up our preliminary studies and consultation efforts; however, we cannot mobilize equipment/drilling on the site until a contract is finalized.

The fee for our services will be determined on a lump sum basis. For the services described above, our estimated fee is \$111,700; if environmental sampling (Add Alternate 1 Task 302) is authorized, our estimated fee is \$137,950. We provide an estimate and breakdown of our fees in the table below. We will keep you apprised of the project status and advise you if it appears appropriate to modify the scope and budget prior to completing any additional work.

SCOPE ITEM NO.	TASK DESCRIPTION	FEE
<b>Task 200. Preliminary Geotechnical Support</b>		
1	Review available reports (completed)	\$0
2	Attend meetings (including February 12, 2025 pull planning session) and provide consultation as needed	\$4,000
3	Preparing preliminary design recommendations, as needed	\$5,000
<b>Task 200 Total</b>		<b>\$9,000</b>
<b>Task 300. Geotechnical Investigation</b>		
1 to 2	Field labor/coordinate field access/drill borings in the right-of-way	\$46,500
3	Allowance for traffic control sign rental	\$1,000
4	Install groundwater monitors	\$2,600
5	Geotechnical lab testing	\$5,000
6 through 9	Geotechnical analyses/preparing final report	\$18,000
<b>Task 300 Total</b>		<b>\$73,100</b>
<b>Task 301. Supplemental Investigation</b>		
1 and 2	Field labor/coordinate field access/drill borings/install monitors on private property	\$14,500
3	Laboratory testing and final reporting	\$4,500
<b>Task 301 Total</b>		<b>\$19,000</b>
<b>Add Alternate 1 (Task 302). Environmental Sampling</b>		
1	Field screening of Task 300 and 301 geotechnical drilling, includes laboratory chemical analysis noted above of two samples per boring plus five contingent deeper samples as noted above.	\$22,750
2 and 3	Coordination with laboratory and email summary of results	\$3,500

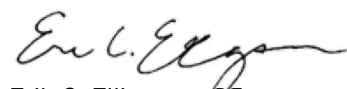
SCOPE ITEM NO.	TASK DESCRIPTION	FEE
<b>Add Alternate 1 (Task 302) Total</b>		<b>\$26,250</b>
<b>Task 400. Final Design Support</b>		
1	Collect groundwater readings (2 reading cycles)	\$1,600
2	Attend project team meetings and provide consultation during the design phase (assumes 5 1-hr meetings)	\$7,000
3	Plan and specification review	\$2,000
<b>Task 400 Total</b>		<b>\$10,600</b>
<b>BASE SCOPE TOTAL (Tasks 200, 300, 301, and 400)</b>		<b>\$111,700</b>
<b>TOTAL INCLUDING ADD ALTERNATE 1 (Task 302)</b>		<b>\$137,950</b>

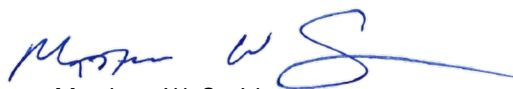
This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

Thank you for the opportunity to assist Bayley Construction with the EOMS stadium project. Please contact Erik at 206.239.3234 (direct) or 510.304.8957 (cell) if you have questions or wish to discuss this proposal.

Sincerely,  
GeoEngineers, Inc.

  
Erik C. Ellingsen, PE  
Senior Geotechnical Engineer

  
Matthew W. Smith, PE  
Senior Principal

ECE:MWS:nl

Attachments:

Figure 1. Proposed Explorations

One electronic copy submitted

**Proprietary Notice:** The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our clients and their design teams to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

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00661-144-00



Notes:

1. The locations of all features shown are approximate.
  2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document.
- GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

**Disclaimer:** This figure was created for a specific purpose and project. Any use of this figure for any other project or purpose shall be at the user's sole risk and without liability to GeoEngineers. The locations of features shown may be approximate. GeoEngineers makes no warranty or representation as to the accuracy, completeness, or suitability of the figure, or data contained therein. The file containing this figure is a copy of a master document, the original of which is retained by GeoEngineers and is the official document of record.

Proposed Explorations	
Everett Outdoor Multipurpose Stadium Everett, Washington	
	Figure 1



E-mail from Rich Carlson dated 4.18.25  
Novo

Top of the morning bud, Hopefully this beats you to the office!

The refined estimate is below. Not cut in half but this is getting pretty lean, ~\$4,000 per building on average is tight. CA # is periodic monitoring as needed so it didn't change much. Our fee is typically T&M NTE so we only bill for what we actually use.

**Task 1 - Inspection and Design**

AHERA Building inspection	\$16,000
Report Development	\$10,000
Preparation of Summary of Hazmat Requirements	\$6,000
Preparation of Abatement Drawings	\$10,000
Cost estimate	\$1,500
QC/review	\$1,500
Lab Analysis (Asbestos)	\$12,000
Lab Analysis (lead paint)	\$2,000
Lab Analysis (other)	\$1,000

**Sub-Total Task 1 - \$60,000**

**Task 2 - Periodic Abatement Monitoring and Administration**

Project Management	\$14,000
On site monitoring	\$14,000
Lab Analysis (bulk / air, etc)	\$2,000

**Sub-Total Task 2 - \$30,000**

**Total Tasks 1 & 2 - \$90,000**

# Everett Outdoor Event Center

Project Updates, Partner Negotiations, a Case Study, Target Budget, and Coming Decisions

City Council Briefing

May 28, 2025

# Decisions for June 11

## Three Ordinances

1. Funding
2. Budget Amendment
3. Property Acquisition





# Decisions for June 11

## Five Action Items

1. Approve Progressive Design Build (PDB) Team contract to 60% design
2. Select third-party non-profit facilitator to fully explore public/private development partnership for facility

Authorize Mayor to sign:

3. Project Labor Agreement PSA
4. Amendment to SOJ consulting services PSA
5. Property Acquisition - Kimley-Horn PSA



# Background of Everett Outdoor Event Center

- 1984 Minor League Baseball (MiLB) comes to Everett
- 2021 MLB imposes new rules for MiLB stadiums
- 2022 City initiates feasibility study with Snoco
- 2023 Site decision narrowed to two alternatives
  - Remodel Everett School District stadium
  - Acquire property for new downtown facility
- 2023 SEPA/EIS & financial committee review completed



# Background of Everett Outdoor Event Center

- 2025      City Council selects downtown site
  - Best return on investment for the City of Everett
  - Strongest economic and environmental impact
  - Attracts women's and men's pro soccer
  - Creates city park in downtown growth area
- 2025      Council approves Progressive Design Build Team
- Now      Progress keeping us on schedule



# Progress from the PDB Team

- Program development and refinement
- Field orientation and siting
- Budget development, value engineering, efficiency analysis
- Utility relocation and engagement with PUD
- Surveying, geotechnical, and environmental analysis



# Progress in partner negotiations

- Lease term now matches life of debt service
- Established revenue share & added revenue opportunities
- Determined responsible party for Master Concessionaire
- Defined field and building requirements and operations and maintenance responsibilities
- Established range of Capital Contributions from each team



***Next milepost***  
***Leases – Fall 2025***



# CASE STUDY IN COMMUNITY BENEFIT: KNOXVILLE, TN





# CASE STUDY IN COMMUNITY BENEFIT: KNOXVILLE, TN

knox  
news







# Summary

- Public/private partnership (PPP)
- Land acquired by developer/MiLB team and granted to a public entity like our PFD
- MiLB and USL Soccer
- City/County issued debt for stadium
- Developer built condos, apartments, and offices surrounding field







# Benefits for all

- Year-round, flexible event space
- Premium, cost-effective outdoor gathering space
- Revitalized area adjacent to historic downtown
- Business and workforce retention enhanced





# Benefits for all

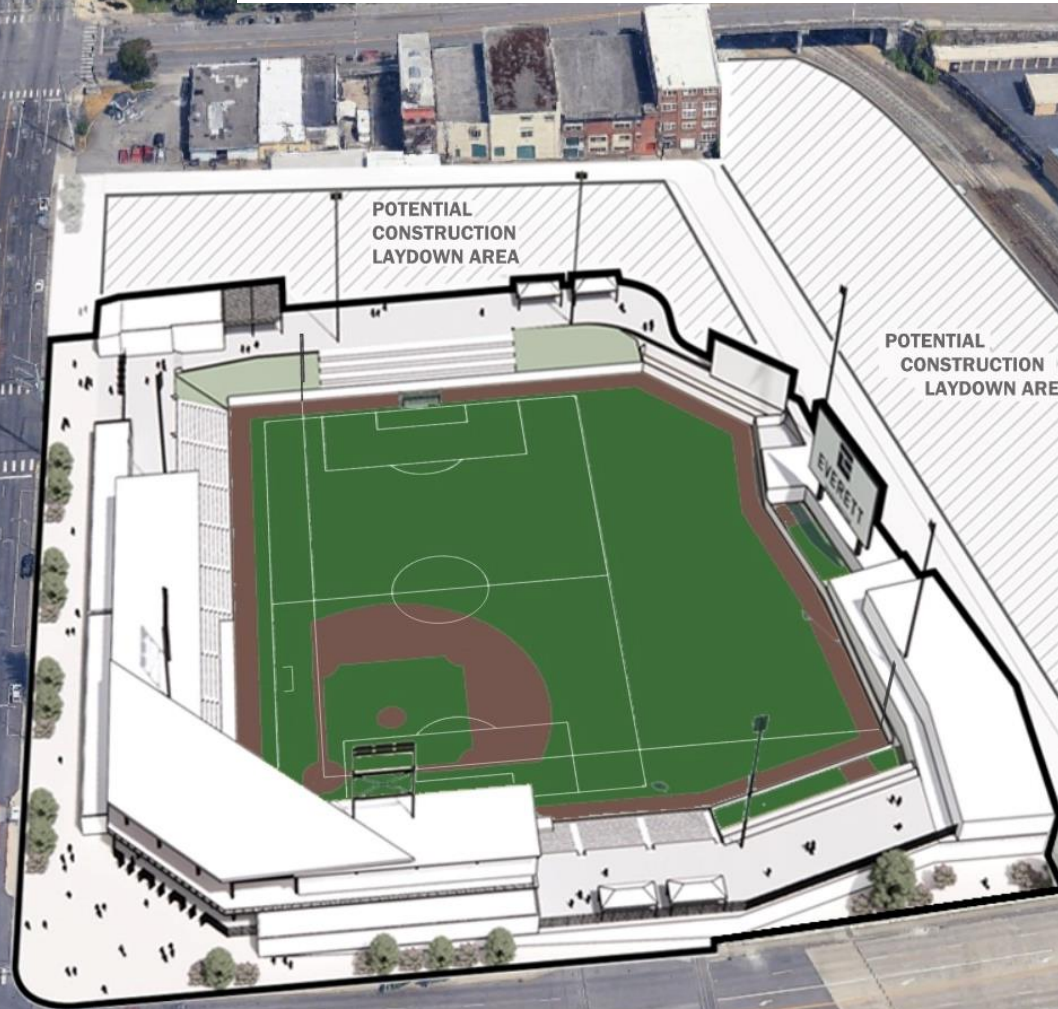
- Playgrounds & walking paths surround outfield
- Catalyzes housing investments
- Younger demographic and new businesses attracted to Knoxville





# EVERETT OUTDOOR EVENT CENTER

**DRAFT 5 21 25**



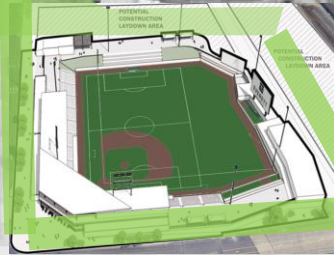
**BAYLEY**

**DLRGROUP**



- 
- VENUES & FESTIVAL STREETS**
  - MULTIFAMILY PROJECTS**
  - TRANSIT STATIONS**
  - SHOPPING/DINING STREET**
  - PUBLICLY OWNED PROPERTIES**

**AOTW ARENA**



**REDEVELOP  
2030s**

**2041**

**IN CONTEXT**

# Similar Community Benefits to Knoxville

- Year-round, flexible event space
- Premium, cost-effective outdoor gathering space
- Revitalized area adjacent to historic downtown
- Business and workforce retention enhanced
- Playgrounds & walking paths surrounding outfield
- Catalyzes housing investments
- Younger demographic and new businesses attracted



# Additional Everett Community Benefits

- City park created in downtown growth area
- School district stadium freed up for youth sports
- Complements Angel of the Winds Arena to provide year-round event and small business activity
- Builds on Hewitt Avenue entertainment options
- Improves pedestrian connections to Everett Station
- Takes full advantage of public transit





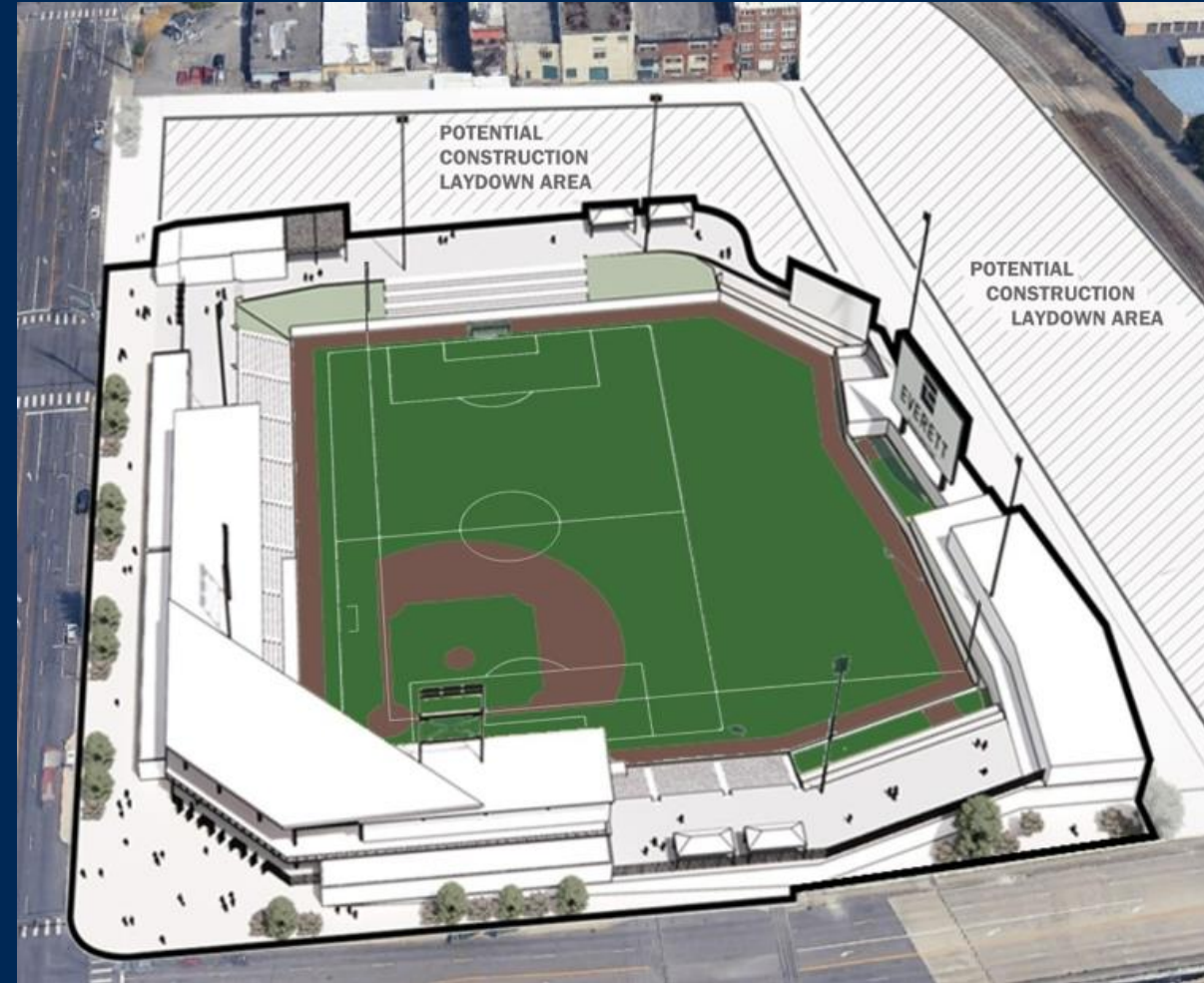
# Getting to Game Ready: TARGETS

- City revenue maximized
- Provide new downtown park
- Meet MLB/USL requirements
- Provide parking to support operations
- Inspire adjacent development, especially housing
- Anchor Everett as 'the' regional event destination



# Getting to Game Ready: CHALLENGES

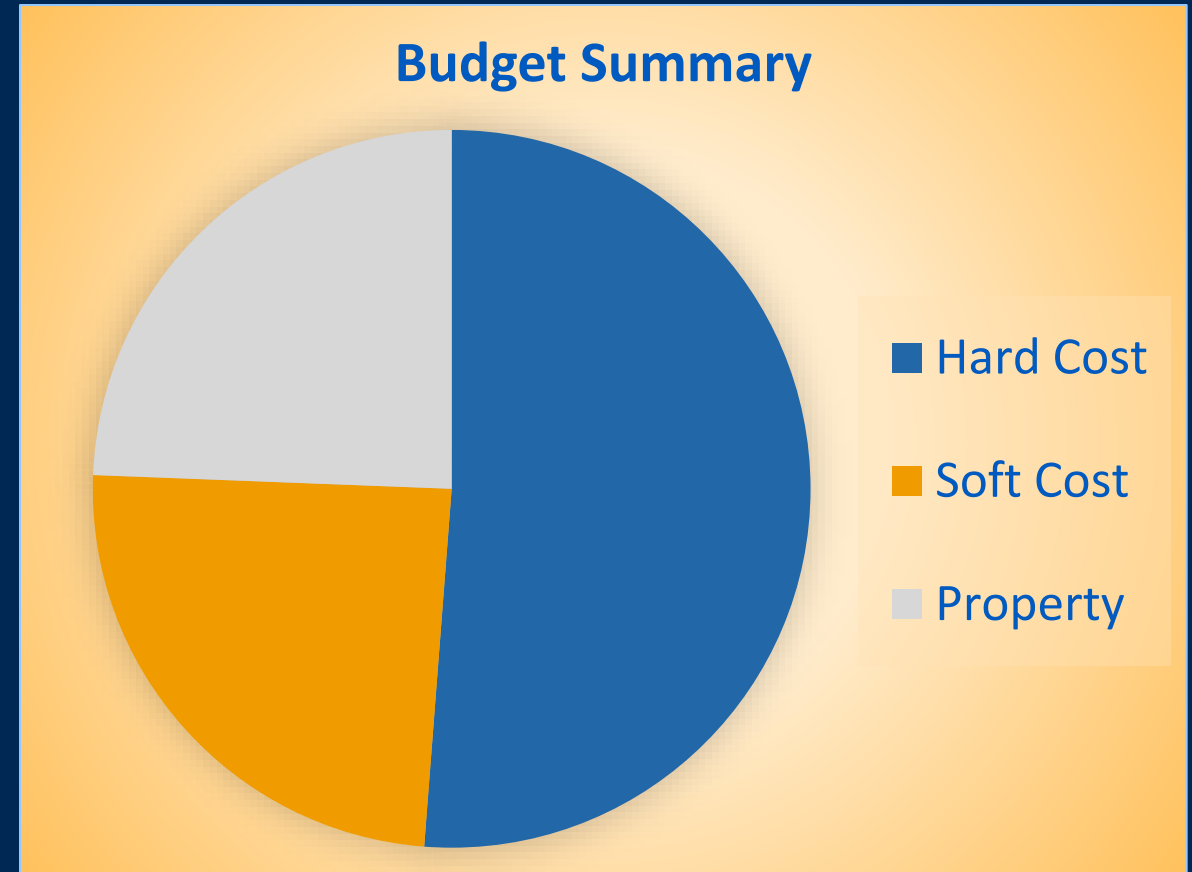
- Acquire property
- Relocate businesses
- Advance design/costing to 60%
- Attract additional private partners
- Finalize lease negotiations
- Manage cost risk/tariffs
- Secure full funding





# Game Ready, high-quality stadium cost

- Budget Target- \$82 million
  - MLB/USL compliant field, facilities, and parking
  - Modest fan amenities
  - Park Space
- Summary
  - \$42M Hard Cost (construction)
  - \$20M Soft Cost (design, permits, taxes, fees, contingency, etc.)
  - \$20M Property acquisition



# Funding

- City Capital Funds
- State Grant
- Snohomish County
- Private Investment
- Bonds
- Potential Future Funding Options
  - Related Event Center Revenue
  - Increased Private Investment

Sources	Total
<u>Previous Funding Sources</u>	
Fund 145	\$ 1,181,609
Fund 162, CIP 4	\$ <u>1,015,468</u>
	\$ <b>2,197,077</b>
<u>Current Funding Considerations</u>	
Fund 162, CIP 2	\$ 3,000,000
Fund 162, CIP 4	\$ 500,000
Fund 148 (Park Impact Fees)	\$ <u>1,300,000</u>
	\$ <b>4,800,000</b>
<u>Future Funding Options(subj to change)</u>	
Fund 154, CIP 3	\$ 2,000,000
Fund 148 (Park Impact Fees)	\$ 450,000
State Contribution	\$ 7,400,000
Snohomish County Contribution	\$ 5,000,000
Private Contributions	\$ 20,000,000
Revenue-Funded Debt Support*	\$ <u>40,152,923</u>
	\$ <b>75,002,923</b>
<b>Total</b>	<b>\$ 82,000,000</b>
*this amount is required for the project and does not include costs related to debt issuance, interest payments or debt service reserves	

# A promising option to explore

## **Transfer project delivery to third-party non-profit facilitator**

- After 60% design and property acquisition complete
- Independent bond authority with comparable rates to City
- Development team assumes 100% of design/construction risk
- City enters lease with payments upon completion
- Could significantly reduce City's up-front capital contribution

Successfully used by cities, counties, and organizations



# Decisions for June 11

## Three Ordinances

1. Funding
2. Budget Amendment
3. Property Acquisition

Current funding request	<b>\$4,800,000</b>
-------------------------	--------------------

- Design to 60%, property, and consultants

### Source of Funds

- |                               |              |
|-------------------------------|--------------|
| – CIP2: Fund 162              | \$ 3,000,000 |
| – Fund 148 (Park Impact Fees) | \$ 1,300,000 |
| – CIP4: Fund 162              | \$ 500,000   |



# Decisions for June 11

## Five Action Items

1. Approve Progressive Design Build (PDB) Team contract to 60% design
2. Select third-party non-profit facilitator to fully explore public/private development partnership for facility

Authorize Mayor to sign:

3. Project Labor Agreement PSA
4. Amendment to SOJ consulting services PSA
5. Property Acquisition - Kimley-Horn PSA



**Project title:** An Ordinance approving the appropriations of the 2025 revised City of Everett Budget and amending Ordinance No. 4087-25 for the Outdoor Event Center Project.

**Council Bill #** *interoffice use*

CB 2505-31

**Agenda dates requested:**

Briefing 05/28/25  
2<sup>nd</sup> Reading 06/04/25  
Consent  
Action 06/11/25  
Ordinance X  
Public hearing  
Yes X No

**Budget amendment:**

X Yes No

**PowerPoint presentation:**

X Yes No

**Attachments:**

Ordinance

**Department(s) involved:**

Finance

**Contact person:**

Heide Brillantes

**Phone number:**

(425) 257-8612

**Email:**

HBrillantes@everettwa.gov

**Initialed by:**

HB

Department head

Administration

Council President

**Project:** 2025 Budget Amendment #2

**Partner/Supplier:** NA

**Location:** NA

**Preceding action:** Ordinance 4087-25

**Fund:** Multiple

**Fiscal summary statement:**

The proposed Ordinance amends the City of Everett 2025 Operating Budget, increasing General Government budgeted expenditures by \$0 and increasing Non-General Government budgeted expenditures by \$4,800,000, for a total of \$4,800,000 for the Everett Outdoor Event Center Project.

**Project summary statement:**

This budget amendment revises the 2025 budget to appropriate funding for financial activities that will occur this year.

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

Adopt an Ordinance approving the appropriations of the 2025 revised City of Everett Budget and amending Ordinance No. 4087-25 for the Everett Outdoor Event Center Project.



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

**An ORDINANCE approving the appropriations of the 2025 revised City of Everett Budget and amending Ordinance No. 4087-25.**

**WHEREAS,**

The City Council has reviewed the amended budget appropriations and information which was made available; and approves the appropriation of local, state, and federal funds and the increase or decrease from previously approved programs within the 2025 Budget.

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

**Section 1.** Ordinance No. 4087-25 is hereby amended by the amendments shown on Attachment A, which is incorporated by reference. The amendments shall be made to the 2025 Budget with a total increased expenditure appropriation of \$4,800,000.

	<u>Beginning Fund balance and 2025 Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
2025 Amended Budget	\$ 981,067,420	\$ 683,245,929	\$ 297,821,491
Budget Amendment #2	-	4,800,000	(4,800,000)
2025 Amended Budget	\$ 981,067,420	\$ 688,045,929	\$ 293,021,491

**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.

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

ATTEST:

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

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

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

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

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



**2025  
Budget Adjustments  
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-13	Cumulative Reserve for Parks	Outdoor Events Center Project	148A		1,300,000	(1,300,000)
NGA-13	CIP-2	Outdoor Events Center Project	162A		3,000,000	(3,000,000)
NGA-13	CIP-4	Outdoor Events Center Project	162A		500,000	(500,000)

This amendment appropriates \$4,800,000 to the Outdoor Events Center project for partial design services, consultant fees, and property acquisition options.  
 --\$3,000,000 for design services  
 --\$550,000 for project management and project labor agreements (PLA) consulting fees  
 --\$1,250,000 for property acquisition options

Fund 162 (CIP 2 and CIP 4) and Fund 148 (Park Impact Fees) will be used to support these costs.

Increase transfers out - Fund 148 (Park Impact Fees) to Outdoor Events Center Project	148	5xxxxxxxxxxxxx	1,300,000	
Reduce ending fund balance - Fund 148 (Park Impact Fees)	148	5990000000029		1,300,000
Increase transfers out - Fund 162 (CIP-2) to Outdoor Events Center Project	162	5550260550	3,000,000	
Reduce ending fund balance - Fund 162 (CIP-2)	162	5550999490		3,000,000
Increase transfers out - Fund 162 (CIP-4) to Outdoor Events Center Project	162	5625200550	500,000	
Reduce ending fund balance - Fund 162 (CIP-4)	162	5620999490		500,000

2025 BUDGET ADJUSTMENTS for Budget Amendment # 2

General Government Amendments

Increase/(Decrease)		
Revenues	Expenditures	Ending Fund Balance
\$ -	\$ -	\$ -

Non-General Government Amendments

Increase/(Decrease)		
Revenues	Expenditures	Ending Fund Balance
\$ -	\$ 1,300,000	\$ (1,300,000)
\$ -	\$ 3,000,000	\$ (3,000,000)
\$ -	\$ 500,000	\$ (500,000)
\$ -	\$ 4,800,000	\$ (4,800,000)
\$ -	\$ 4,800,000	\$ (4,800,000)

**Project title:** Eminent Domain Ordinance for Everett Outdoor Event Center

**Council Bill #** *interoffice use*

CB 2505-32

**Agenda dates requested:**

Briefing	5/28/25
Second Reading	6/4/25
Third Reading/Action	6/11/25
Consent Ordinance	
Public hearing	
Yes	x No

**Budget amendment:**

x Yes No

**PowerPoint presentation:**

x Yes No

**Attachments:**

Ordinance

**Department(s) involved:**

Administration  
Economic Development  
Legal

**Contact person:**

Scott Pattison

**Phone number:**

425-257-7111

**Email:**

spattison@everettwa.gov

**Initialed by:**

SP

Department head

Administration

Council President

**Consideration:** Eminent Domain Ordinance for Everett Outdoor Event Center

**Project:** Everett Outdoor Event Center

**Preceding action:** Site Selection by Resolution 8117 dated December 18, 2024

**Fund:** Fund 342

**Fiscal summary statement:** The City will incur costs for option payments, earnest money payments, and other costs which will be paid for under the budget amendment to be considered by City Council on June 11, 2025. As stated below, property purchases cannot close without an additional Council approval(s) and Council providing additional funding by another budget amendment.

**Project summary statement:** This ordinance is the next step in acquiring properties for the Everett Outdoor Event Center (EOEC), including by use of eminent domain. This ordinance also authorizes the Mayor to sign agreements such as purchase agreements, option agreements, settlement agreements, and lease agreements.

Property acquisition is a multi-step process. This ordinance is not the final step.

Additional City Council approval(s) will still be required for each property acquisition:

- Under Section 4 of the proposed ordinance, the City cannot close the purchase of an EOEC Property or take possession of an EOEC Property unless the City Council first approves the agreement with the property owner and provides funding for the closing.
- If it is necessary for the City to file eminent domain proceedings in Snohomish County Superior Court, that filing cannot occur unless City Council passes a second ordinance in accordance with RCW 8.25.290.

Finally, a point of clarification regarding ordinance Section 5. Section 5 of the ordinance states that the “cost and expense of acquiring the land and real property rights described in this Ordinance shall be paid from general funds of or other funds available to the City.” This required statement is from the applicable state statute. The use of the term “general funds” from the statute is not a reference what Everett calls its “general fund.” This state law reference is needed in the ordinance to specify that the project will not be paid by special assessments but instead will be paid by other funds as authorized by the City Council.

**Recommendation (exact action requested of Council):** Adopt an Ordinance authorizing and providing for acquisition, including through the exercise of eminent domain, of land and real property rights for the purpose of constructing the Everett Outdoor Event Center Project; and authorizing the Mayor to enter into agreements related to acquisition of the land and real property rights.



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

AN ORDINANCE authorizing and providing for acquisition, including through the exercise of eminent domain, of land and real property rights for the purpose of constructing the Everett Outdoor Event Center Project; and authorizing the Mayor to enter into agreements related to acquisition of the land and real property rights.

WHEREAS,

- A. In response to new requirements from Major League Baseball, the Everett AquaSox, the Minor League Baseball team that plays home games in Everett, needs a new stadium facility.
- B. The United Soccer League (USL) is interested in using a new Everett stadium facility as a home pitch for a USL team.
- C. The City is working on preliminary design for a new facility. This new facility is called the **"Everett Outdoor Event Center"** or **"EOEC"**.
- D. By Resolution 8117 dated December 18, 2024, the City Council selected a site in downtown Everett for the Everett Outdoor Event Center. This occurred after City evaluation of environmental impacts of alternatives in accordance with the State Environmental Policy Act (SEPA) (chapter 43.21C RCW; chapter 197-11 WAC) and the Everett Municipal Code (chapter 19.43 EMC). In addition, the City Council considered input from the Multiuse Facility Fiscal Advisory Committee, as well as information from other studies and resources regarding alternatives. This included study of economic impacts, construction budgets, facility uses and other non-environmental factors.
- E. The selected downtown site currently contains a mix of commercial businesses, including light industrial, distribution, retail, restaurant, and office. The downtown site is generally bordered by Broadway to the west, Hewitt Avenue to the north, an Amtrak rail line to the east, and Pacific Avenue to the south. Attached to this ordinance as Exhibit A is a map of the downtown site, with identification of the properties necessary for the construction of the Everett Outdoor Event Center. The properties necessary for the Everett Outdoor Event Center are referred to in this ordinance as the **"EOEC Properties."**
- F. In order to meet Major League Baseball's deadlines for compliance with its new requirements, construction on the Everett Outdoor Event Center must begin in 2026. Accordingly, acquisition of the EOEC Properties must begin.
- G. Based on all available information, including the results of preliminary design and site selection for the Everett Outdoor Event Center, the City Council has determined that it needs to acquire the EOEC Properties to construct the Everett Outdoor Event Center.

- H. The City Council finds and concludes that the public health, safety, necessity, and convenience demand that the City undertake the Everett Outdoor Event Center Project at this time and that, in order to carry out the Everett Outdoor Event Center Project, it is necessary for the City to acquire the land and real property rights described in this Ordinance.
- I. The City Council finds and concludes it necessary and in the best interests of the public that the City acquire the EOEC Properties, subject to the making or paying of just compensation to the owners thereof.
- J. The City Council intends to pay for the land and real property rights to be acquired through eminent domain from the general funds of or other funds available to the City.

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

**Section 1.** The “WHEREAS” provisions of this ordinance shall constitute findings, determinations, and conclusions of the City Council, which are incorporated by reference as if fully set forth herein.

**Section 2.** The City Council finds and concludes that the land and real property rights within the City of Everett, Snohomish County, Washington, referred to as the EOEC Properties and described and depicted in **Exhibit “A”** attached hereto, are necessary and must be acquired for the Everett Outdoor Event Center Project, subject to making or paying just compensation to the owners thereof in the matter provided by law.

**Section 3.** The City Council finds and concludes that the use of the EOEC Properties for the Everett Outdoor Event Center Project is a public use. The City specifically finds and concludes that the acquisition of the EOEC Properties is necessary for that public use and is in the best interests of the citizens.

**Section 4.** The Mayor, or her designee, is authorized to take all actions necessary to acquire the EOEC Properties or interests therein, including through the exercise of eminent domain if necessary. The Mayor is also authorized pursuant to this Ordinance to enter into any agreements needed to acquire the EOEC Properties and facilitate relocation under applicable law, including but not limited to, agreements to acquire the land and real property rights voluntarily in lieu of eminent domain, purchase and sale agreements, option agreements, settlement agreements, and lease agreements. The City will not close the purchase of an ECOC Property or take possession of an ECOC Property unless the purchase and sale agreement, option agreement, settlement agreement, lease agreement or other agreement is approved by the City Council and the City Council provides the necessary funding.

**Section 5.** The cost and expense of acquiring the land and real property rights described in this Ordinance shall be paid from general funds of or other funds available to the City, all as authorized by the City Council.

**Section 6.** Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such



decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

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

ATTEST:

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

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

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

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

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

**EXHIBIT A**  
**DESCRIPTION OF EOEC PROPERTIES**

<b>CITY ID:</b>	<b>ADDRESS AND TAX PARCEL NUMBER</b>	<b>LEGAL DESCRIPTION</b>
1	2201 PACIFIC AVE  00439071100700	LOTS 7 THROUGH 22, INCLUSIVE, IN BLOCK 711 OF EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF VACATED ALLEY LYING SOUTHERLY OF LOTS 10 AND 19 AND NORTHERLY OF LOTS 11 AND 18, ADJOINING OR ABUTTING THEREON, WHICH UPON VACATION ATTACHED TO SAID PREMISES BY OPERATION OF LAW; AND EXCEPT THAT PORTION CONDEMNED BY CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, PURSUANT TO DECREE OF APPROPRIATION UNDER SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 00-2-07943-3. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
2	2202/2204 WALL ST  00439071100100	LOTS 1 THROUGH 6, INCLUSIVE, AND 23 THROUGH 25, INCLUSIVE, BLOCK 711, EVERETT LAND COMPANY'S FIRST ADDITION TO THE CITY OF EVERETT, PER PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF AND SITUATE IN SNOHOMISH COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
3	2121 PACIFIC AVE  00439071201900	LOTS 19 AND 20, BLOCK 712, EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
4	2115 PACIFIC AVE  00439071201500	LOTS 15, 16, 17 AND 18 IN BLOCK 712 OF THE EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS AT PAGE 20, IN SNOHOMISH COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF THE EAST-WEST ALLEY ADJOINING VACATED BY ORDINANCE NO. 1136-85 RECORDED JANUARY 24, 1986 UNDER RECORDING NUMBER 8601240070, BEING A RE-RECORDING OF INSTRUMENT RECORDED AUGUST 21, 1985 UNDER RECORDING NUMBER 8508210129, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CITY ID:	ADDRESS AND TAX PARCEL NUMBER	LEGAL DESCRIPTION
5	3008 MCDOUGALL AVE  00439071202100	LOTS 21 THROUGH 30, INCLUSIVE, BLOCK 712, THE EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
6	3027 BROADWAY  00439071200900	LOTS 9 THROUGH 14 IN BLOCK 712 OF EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF THE VACATED ALLEY THAT ATTACHED TO SAID PREMISES BY OPERATION OF LAW UNDER CITY OF EVERETT ORDINANCE NO. 1136-85, RECORDED UNDER RECORDING NO. 8508210129 AND CORRECTED BY RECORDING NO. 8601240070, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 712, BEING THE SOUTHWEST CORNER OF LOT 11; THENCE NORTH 00°02'18" WEST ALONG THE WEST LINE OF BLOCK 712 A DISTANCE OF 194.00 FEET TO THE NORTHWEST CORNER OF LOT 9; THENCE NORTH 89°56'56" EAST ALONG THE NORTH LINE OF SAID LOT 9 A DISTANCE OF 119.79 FEET TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 00°02'42" EAST ALONG THE EAST LINE OF LOT 9, LOT 10 AND SAID VACATED ALLEY 74.00 FEET TO THE SOUTH LINE OF SAID VACATED ALLEY; THENCE SOUTH 89°56'56" WEST ALONG SAID SOUTH LINE 13.00 FEET TO THE EAST LINE OF LOT 14; THENCE SOUTH 00°02'42" EAST ALONG THE SAID LAST DESCRIBED EAST LINE 120.00 FEET TO THE SOUTH LINE OF SAID LOT 14, BEING ALSO THE SOUTH LINE OF BLOCK 712; THENCE SOUTH 89°56'56" WEST ALONG SAID SOUTH LINE OF BLOCK 712 A DISTANCE OF 106.81 FEET TO THE POINT OF BEGINNING. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
7	3011 BROADWAY  00439071200500	LOTS 5, 6, 7 AND 8, BLOCK 712, EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
8	3001 BROADWAY  00439071200100	LOTS 1, 2, 3 AND 4, BLOCK 712, THE EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



<b>CITY ID:</b>	<b>ADDRESS AND TAX PARCEL NUMBER</b>	<b>LEGAL DESCRIPTION</b>
9	2937 BROADWAY  00439068800700	PARCEL A: LOTS 7 AND 8, BLOCK 688, EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
10	2939 BROADWAY  00439068800600	PARCEL C: LOT 6, BLOCK 688, EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
12	2914 MCDOUGALL AVE  00439168801200	PARCEL A: LOTS 12 THROUGH 17, INCLUSIVE, BLOCK 688, PLAT OF EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 32, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; PARCEL B: LOT 12, EXCEPT THE SOUTH 12 INCHES OF THE WEST 40 FEET THEREOF, BLOCK 688, THE EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; PARCEL C: LOTS 9 THROUGH 11, INCLUSIVE, EXCEPT THE WEST 39.5 FEET THEREOF, BLOCK 688, THE EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
13	2129 WALL ST  00439068800901	PARCEL B: THE WEST 39.5 FEET OF LOTS 9, 10 AND 11, AND THE SOUTH 12 INCHES OF THE WEST 40 FEET OF LOT 12, ALL IN BLOCK 688, EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
14	2205 WALL ST (2935 MCDOUGALL AVENUE)  00439068900500	PARCEL A: LOTS 5 THROUGH 8, BLOCK 689, THE EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CITY ID:	ADDRESS AND TAX PARCEL NUMBER	LEGAL DESCRIPTION
15	2205 WALL ST (2935 MCDUGALL AVENUE)  00437868900400	PARCEL B: LOT 4 AND FRACTIONAL LOT 5, BLOCK 689, PLAT OF EVERETT DIVISION I, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 11, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; TOGETHER WITH A STRIP OF LAND WHICH LIES EASTERLY OF LOTS 4, 5, 6 AND 7, BLOCK 689, AND WESTERLY OF A LINE DRAWN FROM THE NORTHEAST CORNER OF SAID LOT 4, BLOCK 689 TO THE SOUTHEAST CORNER OF LOT 7, BLOCK 689, EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
27	3001 SMITH AVE  00439068900900	THAT PORTION OF BLOCKS 689 AND 710, EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., AND THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 29; THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 29 A DISTANCE OF 1,077.3 FEET TO THE SOUTHEAST CORNER OF LOT 6, BLOCK 689, PLAT OF EVERETT DIVISION I, BEING THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE NORTHERLY ALONG THE EAST LINE OF SAID BLOCK 689 TO THE POINT OF INTERSECTION WITH A LINE DRAWN CONCENTRIC WITH AND DISTANT 40.0 FEET SOUTHWESTERLY OF, AS MEASURED RADIALLY TO BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY'S) MAIN TRACK CENTER LINE, AS NOW LOCATED AND CONSTRUCTED; THENCE SOUTHEASTERLY PARALLEL WITH SAID MAIN TRACK CENTER LINE TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF PACIFIC AVENUE, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF PACIFIC AVENUE TO THE POINT OF INTERSECTION WITH THE NORTHEAST RIGHT OF WAY LINE OF SMITH AVENUE, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTHWESTERLY ALONG SAID NORTHEAST RIGHT OF WAY LINE OF SMITH AVENUE TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF WALL STREET, ACCORDING TO THE RECORDED PLAT THEREOF;

CITY ID:	ADDRESS AND TAX PARCEL NUMBER	LEGAL DESCRIPTION
		<p>THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF WALL STREET TO THE SOUTHEAST CORNER OF LOT 8, SAID BLOCK 689;</p> <p>THENCE NORTHWESTERLY AND NORTHERLY ALONG THE EASTERLY LINES OF LOTS 1 THROUGH 8, INCLUSIVE, OF SAID BLOCK 689 TO THE TRUE POINT OF BEGINNING;</p> <p>EXCEPT THAT PORTION THEREOF WHICH LIES WESTERLY OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 4, BLOCK 689, PLAT OF EVERETT, DIVISION I, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 5 OF PLATS, PAGE 11, TO THE SOUTHEAST CORNER OF LOT 7, BLOCK 689, EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;</p> <p>AND EXCEPT THAT PORTION THEREOF LYING SOUTH OF THE NORTH LINE OF LOT 10, BLOCK 710, LAND COMPANY'S FIRST ADDITION TO EVERETT, AND SAID NORTH LINE EXTENDED NORTHEASTERLY.</p> <p>SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.</p>
28	<p>2303 PACIFIC AVE</p> <p>00439071001000</p>	<p>THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING SOUTH OF THE NORTH LINE OF LOT 10, BLOCK 710, EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, AND SAID NORTH LINE EXTENDED NORTHEASTERLY, DESCRIBED AS FOLLOWS:</p> <p>THAT PORTION OF BLOCKS 689 AND 710 EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON AND THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M. AND THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 29;</p> <p>THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 29 A DISTANCE OF 1077.3 FEET TO THE SOUTHEAST CORNER OF LOT 5, BLOCK 689, PLAT OF EVERETT DIVISION I, BEING THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED;</p> <p>THENCE NORTHERLY ALONG THE EAST LINE OF SAID BLOCK 689 TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF HEWITT AVENUE, ACCORDING TO THE RECORDED PLAT THEREOF;</p> <p>THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF HEWITT AVENUE TO THE POINT OF INTERSECTION WITH A LINE DRAWN CONCENTRIC WITH AND DISTANT 40.00 FEET SOUTHWESTERLY OF, AS MEASURED RADially TO BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY'S) MAIN TRACK CENTER LINE, AS LOCATED AND CONSTRUCTED;</p>

CITY ID:	ADDRESS AND TAX PARCEL NUMBER	LEGAL DESCRIPTION
		<p>THENCE SOUTHEASTERLY PARALLEL WITH SAID MAIN TRACK CENTER LINE TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF PACIFIC AVENUE, ACCORDING TO THE RECORDED PLAT THEREOF;</p> <p>THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF PACIFIC AVENUE TO THE POINT OF INTERSECTION WITH THE NORTHEAST RIGHT OF WAY LINE OF SMITH AVENUE, ACCORDING TO THE RECORDED PLAT THEREOF;</p> <p>THENCE NORTHWESTERLY ALONG SAID NORTHEAST RIGHT OF WAY LINE OF SMITH AVENUE TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF WALL STREET, ACCORDING TO THE RECORDED PLAT THEREOF;</p> <p>THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF WALL STREET TO THE SOUTHEAST CORNER OF LOT 8, SAID BLOCK 689;</p> <p>THENCE NORTHWESTERLY AND NORTHERLY ALONG THE EASTERLY LINES OF LOTS 1 THROUGH 8, INCLUSIVE, OF SAID BLOCK 689 TO THE TRUE POINT OF BEGINNING;</p> <p>EXCEPT THAT PORTION THEREOF WHICH LIES WESTERLY OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 4, BLOCK 689, PLAT OF EVERETT, DIVISION I, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 5 OF PLATS, PAGE 11, TO THE SOUTHEAST CORNER OF LOT 7, BLOCK 689, EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.</p> <p>SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.</p>

**Project title:** An Ordinance creating a Special Improvement Project entitled “Lexington Drainage” Fund 336, Program 030, and repealing Ordinance No. 3879-22.

**Council Bill #**

CB 2505-33

**Agenda dates requested:**

Briefing  
Proposed action 5/28/25  
Proposed action 6/4/25  
Consent  
Action 6/11/25  
Ordinance X  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Proposed Ordinance

**Department(s) involved:**

Public Works, Admin

**Contact person:**

Tom Hood

**Phone number:**

425-257-8809

**Email:**

thood@everettwa.gov

**Initialed by:**

*RLS*

Department head

Administration

Council President

**Consideration:** Plans & Systems Ordinance

**Project:** Lexington Drainage

**Partner/Supplier:** WA State Department of Ecology

**Location:** Lexington Ave, Commercial Ave, 61 Street SE, Broadway, and Lenora St

**Preceding action:** [Ordinance No. 3879-22, approved on 6/22/22](#)

**Fund:** Fund 336 – Water and Sewer System Improvements Fund

**Fiscal summary statement:**

Ordinance 3879-22 authorized an appropriation of \$1,800,000 in local funds for design of Phase 1 of project. The City is now ready to proceed to construction of Phase 1 and design of Phase 2.

The City was awarded two Ecology grants totaling \$9,440,611. Additional local funding in the amount of \$5,759,389, for a total of \$7,559,389, is required. This new ordinance is necessary to program additional funds needed to complete Phase 1 and design of Phase 2.

This Ordinance will repeal Ordinance 3879-22, and authorizes the following appropriations to be programmed:

Design – Phase 1 (previously programmed)	\$ 1,800,000
Design Phase 2 & Construction Phase 1 (newly programmed)	<u>15,200,000</u>
Total Project Costs	\$ 17,000,000

The total programmed available funding for design and construction of the project increased by \$15,200,000 and is now \$17,000,000.

The funding sources for this project will be as follows:

Ecology Grant – State (WQC-2019-PW-00051)	\$ 706,691
Ecology Grant – State (WQC-2025-PW-00177)	8,733,920
Fund 401 - Water and Sewer Utility	<u>7,559,389</u>
Total source of funds	\$ 17,000,000

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

**Project summary statement:**

This project provides treatment for runoff from 172.6 acres, which includes stormwater conveyed from Lexington Avenue, Commercial Avenue, 61 Street SE, Broadway, and Lenora Street. The project includes construction of a Stormwater Treatment facility at the corner of S 1st Ave and Lenora St. in the Lowell Neighborhood. In addition, the project will replace and upgrade undersized piping from the intersection of Lenora Street and 3rd Avenue to convey stormwater to the treatment facility.

Phase 1 of design is nearly complete. Phase 1 of construction and Phase 2 of design is underway. Phase 2 of construction is expected to begin in early 2028. The department will return to council when detailed cost estimates for Phase 2 construction is available.

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

Adopt an Ordinance creating a Special Improvement Project entitled “Lexington Drainage” Fund 336, Program 030, and repealing Ordinance No. 3892-22.



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

**An ORDINANCE creating a special improvement project entitled “Lexington Drainage” Fund 336, Program 030, and repealing Ordinance No. 3879-22.**

**WHEREAS,**

- A.** The City of Everett is committed to a planned stormwater infrastructure improvement program.
- B.** The City of Everett has identified the need and obtained funds to construct certain stormwater improvements.

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

**Section 1.** A special improvement project is hereby established as Fund 336, Program 030, entitled “Lexington Drainage” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project. Ordinance No. 3879-22 is hereby repealed.

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

**Section 3.** The sum of \$17,000,000 is hereby appropriated to Fund 336, Program 030, “Lexington Drainage” as follows:

A. Estimated Project Design and Construction Costs	\$ 17,000,000
B. Source of Funds	
Ecology Grant – State (WQC-2019-PW-00051)	\$ 706,691
Ecology Grant – State (WQC-2025-PW-00177)	8,733,920
Fund 401 – Water/Sewer Utility Fund	<u>7,559,389</u>
Total Funds	\$17,000,000

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

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

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

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

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Cassie Franklin, Mayor

ATTEST:

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Marista Jorve, City Clerk

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

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

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

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



## City Council Agenda Item Cover Sheet

**Project title:** An Ordinance closing a Special Improvement Project entitled "Wall Street Connector" Fund 303, Program 129, as established by Ordinance No. 3933-23.

**Council Bill #** *interoffice use*

CB 2505-34

**Agenda dates requested:**

Briefing  
1<sup>st</sup> Reading 5/28/25  
Proposed action 6/4/25  
Consent  
Action 6/11/25  
Ordinance X  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Proposed Ordinance

**Department(s) involved:**

Public Works, Admin

**Contact person:**

Tom Hood

**Phone number:**

(425) 257-8809

**Email:**

THood@everettwa.gov

**Initialed by:**

RLS

Department head

Administration

Council President

**Project:** Wall Street Connector

**Partner/Supplier:** Central Puget Sound Regional Transit Authority (Sound Transit)

**Location:** Everett Station

**Preceding action:** [Ordinance 3933-23, approved on 3/1/23](#)

**Fund:** 303 – Public Works Improvement Projects

**Fiscal summary statement:**

Ordinance No. 3933-23 appropriated a total of \$2,090,000 to Fund 303, Program 129 for the project, consisting of \$1,900,000 in Sound Transit System Access Funds and \$190,000 in local funds from Fund 119 – Street Improvements.

To date, \$1,530 has been spent on project design costs.

**Project summary statement:**

This project scope included a pedestrian path, pedestrian level lighting, bicycle wayfinding signage and bike video detection on Wall St from Broadway to Paine Ave at Everett Station. This project would have built a continuous connection between Everett Station and the Angel of the Winds Arena.

City Council has chosen the downtown site as the preferred location for the new Outdoor Event Center which occupies the proposed alignment of the Wall Street Connector. The Outdoor Event Center project will include other related pedestrian improvements in the vicinity.

Sound Transit is unable to reallocate the project's funding for other purposes. As a result, this ordinance authorizes the project's closure.

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

Adopt an Ordinance closing a Special Improvement Project entitled "Wall Street Connector" Fund 303, Program 129, as established by Ordinance No. 3933-22.





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

**An ORDINANCE closing a special improvement project entitled “Wall Street Connector” Fund 303, Program 129, as established by Ordinance No. 3933-23.**

**WHEREAS,**

- A.** The special improvement project entitled “Wall Street Connector” Fund 303, Program 129, was established to provide a planned non-motorized transportation infrastructure improvement.
- B.** The project cannot be completed, and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

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

**Section 1.** The special improvement project entitled “Wall Street Connector” Fund 303, Program 129, as established by Ordinance No. 3933-23 be closed.

**Section 2.** That the final expenses and revenues for the “Wall Street Connector” Fund 303, Program 129 are as follows:

**A. Expense**

Design	\$ 1,530
Remaining Balance Transfer to Fund 119	<u>188,470</u>
Total Expenses	\$ 190,000

**B. Source of Funds**

Fund 119 – Street Improvements	<u>\$ 190,000</u>
Total Funds	\$ 190,000

**Section 3.** There are no financial transactions remaining.

**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: \_\_\_\_\_

## Project title:

An Ordinance Creating a Special Improvements Project Entitled "Lowell Riverfront Trail Improvements", Fund 308, Program 084, to Accumulate Construction Costs for the Lowell Riverfront Trail Improvements Project in the Amount of \$1,649,860

## Council Bill #

CB 2505-35

## Agenda dates requested:

### Briefing

Proposed action 5/28/25

Proposed action 6/4/25

### Consent

Action 6/11/25

### Public hearing

Yes ☒ No

## Budget amendment:

Yes ☒ No

## PowerPoint presentation:

Yes ☒ No

## Attachments:

Funding Ordinance

## 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:** Lowell Riverfront Trail Improvements

**Partner/Supplier:** TBD

**Location:** Riverfront Development Area

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

**Fund:** Fund 308, Program 084

## 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 Lowell Riverfront Trail Improvements 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 Lowell Riverfront Improvements Project is \$1,649,860.

## Project summary statement:

The work at the Lowell Riverfront Park trail will remove and reroute a section of the asphalt trail. New trail alignment will be ADA accessible and feature an elevated boardwalk and wetland viewing platform. The project will also remove an existing section of asphalt trail that has been heaved by nearby tree roots. An existing utility access road will be resurfaced, converting asphalt to stabilized turf for better environmental conditions. The old trail alignment will be restored with native plantings, and disturbed areas around the new trail which will be restored with native plantings. The new trail alignment will be ADA accessible and feature an elevated boardwalk and wetland viewing platform.

## Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvements Project entitled "Lowell Riverfront Trail Improvements", Fund 308, Program 084, to accumulate construction costs for the Lowell Riverfront Trail Improvements project in the amount of \$1,649,860.



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

**An Ordinance creating a special improvement project entitled "Lowell Riverfront Trail Improvements", Fund 308, Program 084, to accumulate construction costs for the Lowell Riverfront Trail Improvements Project in the amount of \$1,649,860.**

**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 Lowell Riverfront Trail Improvements Project.
- C. The Lowell Riverfront Trail Improvements Project shall include demolition and realignment of a section of trail, and construction of an elevated boardwalk and wetland viewing platform.
- 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 Lowell Riverfront Trail Improvements amenities.

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

**Section 1.** A special improvement project is hereby established as **Fund 308, Program 084**, and shall be entitled "Lowell Riverfront Trail Improvements" 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 \$1,649,860.

**Section 4.** The sum of \$1,649,860 is hereby appropriated to **Fund 308, Program 084**, “Lowell Riverfront Trail Improvements” as follows.

The sum of \$1,649,860 is hereby appropriated to **Fund 308, Program 084**, “Lowell Riverfront Trail Improvements”

- |  |                    |
|--|--------------------|
| A. Use of Funds  |                    |
| Construction   | <u>\$1,649,860</u> |
| Total Costs  | \$1,649,860        |
| B. Source of Funds   |                    |
| 2025 LTGO Series B Bond Proceeds   | <u>\$1,649,860</u> |
| Total Costs  | \$1,649,860        |
| 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:

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

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

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

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

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



**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 **X**  
Public hearing  
Yes **X** No

**Budget amendment:**

Yes **X** No

**PowerPoint presentation:**

Yes **X** 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: \_\_\_\_\_





## 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**

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
<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	<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.

**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**

Target Area	Percentage of Funds
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.



## City Council Agenda Item Cover Sheet

**Project title:**

Resolution to Adopt Rules to Enact New Minimum Wage as Required by citizen-led City of Everett Initiative Measure 24-01

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

Briefing 05/28/25  
Proposed action  
Consent  
Action 06/04/25  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Resolution  
Nov 2024 Adopted  
Initiative  
Exhibit A

**Department(s) involved:**

Economic Development

**Contact person:**

Dan Eernisse, Director  
Economic Development

**Phone number:**

425-257-8681

**Email:**

[deernisse@gmail.com](mailto:deernisse@gmail.com)

**Initialed by:**

Department head

DE

Administration

Council President

**Project:** Minimum Wage Rules Required by Citizen-Led Initiative Measure 24-01

**Partner/Supplier:** NA

**Location:** NA

**Preceding action:** [Resolution No. 8055](#) placing Initiative Measure 24-01 on the ballot

**Fund:** NA

**Fiscal summary statement:**

None.

**Project summary statement:**

On July 1, 2025, the citizen-led City of Everett Initiative Measure 24-01 approved by voters in November 2024 will be enacted.

The initiative is codified within [Chapter 5.08](#) of the Everett Municipal Code, and it includes a requirement that the City draft rules to enact the new minimum wage, that they seek feedback from labor groups and select businesses, and that the City Council adopt the rules to enact the minimum wage by July 1, 2025.

The Council will be briefed on the proposed rules and the feedback received. Adoption of the Resolution is planned for June 4, 2025.

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

Adopt Resolution to adopt rules to enact the new minimum wage as required by citizen-led City of Everett Initiative Measure 24-01.



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

**A RESOLUTION of the City of Everett adopting rules governing City of Everett Initiatives 24-01, adopted by a vote of the people on November 5, 2024, and codified at Chapter 5.08 EMC.**

**WHEREAS,**

1. On November 5, 2024, the people of the City of Everett voted to enacted City of Everett Initiative 24-01, entitled Everett Deserves a Raise, into law.
2. That initiative became effective on December 5, 2024, when it was certified by Snohomish County, and is codified at Chapter 5.08 EMC.
3. Pursuant to Section 9 of that initiative (EMC 5.08.090), “the city shall adopt rules and procedures to implement and ensure compliance with this chapter, including but not limited to rules requiring employers to maintain adequate records and to annually certify compliance with this chapter. The city shall seek feedback from worker organizations and covered employers before finalizing the rules and procedures.”
4. The City has contacted work organizations to solicit input, including Washington State Department of Labor & Industries, Washington Hospitality Association, UFCW3000, Snohomish County Labor Council, Karr Tuttle Campbell PLLC, and Ogden Murphy Wallace PLLC.
5. The City has contacted covered employers to solicit input, including the Boeing Company, Fred Meyer, Providence Regional Medical Center, O’Reilly Auto Parts, Genesis, Oak View Group/Everett PFD, and Anthony’s Restaurants.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND EVERETT CITY COUNCIL THAT:**

1. The City adopts the rules attached as Exhibit A to this Resolution.

\_\_\_\_\_  
Councilmember introducing Resolution

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

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Council President



## **EXHIBIT A**

**RULES governing City of Everett Initiatives 24-01 adopted by a vote of the people on November 5, 2024, and codified at Chapter 5.08 EMC.**

### **CHAPTER 1: PURPOSE AND CONSTRUCTION**

The purpose of this rule is to implement the citizen-led City of Everett Initiative Measure 24-01 approved by voters in November 2024, which is codified within Chapter 5.08 of the Everett Municipal Code ("the Ordinance"). Employers should consult and be familiar with the Ordinance to ensure their compliance. This rule is not intended to replace or modify the Ordinance, but only clarify critical terminology and address procedural requirements contemplated by the Ordinance. The clarifications provided by this rule will apply as to City initiated enforcement of the Ordinance, but Employers should be aware that courts enforcing the Ordinance in actions brought by employees may not defer to these rules and could interpret the applicability of the Ordinance differently than provided herein.

Accordingly, employers are cautioned to seek their own legal counsel as to interpretation of the Ordinance.

### **CHAPTER 2: TERMINOLOGY**

As used in the Ordinance with respect to covered employers, "gross revenue" means revenue generated from sales made, services performed, and other business activities that occur within the Everett city limits.

### **CHAPTER 3: RULES AND PROCEDURES**

#### **3-1 Establishment of Minimum Wage Rates**

The City's Finance Department will establish and publish the applicable hourly minimum wage rate for the following year by October 15 of each year on its website, file a copy with the City Clerk, and notify the Washington State Department of Labor & Industries.

#### **3-2 Employer Certification of Compliance**

Employers are required to certify compliance with the Ordinance at the time of submitting their annual Everett business license renewal application. Failure to certify compliance may result in denial or revocation of an employer's business license.



**From:** mojo <mojonow@yahoo.com>  
**Sent:** Wednesday, May 21, 2025 6:10 PM  
**To:** DL-Council; Angela Ely; Donald Schwab  
**Subject:** [EXTERNAL] Everett 2044 -  
**Attachments:** Comments thanking City Council for NR.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.

Attention: Angela Ely

I am not able to attend the City Council meeting tonight due to medical reasons. I would like to thank the City Council and all for the significant changes. Attached are my "comments" for tonight.

Jo Newland

**JO ANN NEWLAND**  
**323 SKYLINE DRIVE**  
**EVERETT, WA 98201**  
(425) 319 - 2696

May 21, 2025

To the City Council:

My name is Jo Newland.

I note that an update was made to the City Council's Agenda for tonight's meeting related to the City Council's re-evaluation of the proposed zoning of "Legion Park Div. II/Mount Baker View neighborhood. The City Council has made significant changes to their proposed zoning of our neighborhood from UR4 to NR - Neighborhood Residential.

I wish to thank the City Council, Don Schwab and the Planning Commission for listening, researching, and understanding our position. Again, thank you.

Jo Newland

**From:** Sandra Richards <sandeer70@gmail.com>  
**Sent:** Thursday, May 22, 2025 10:45 AM  
**To:** Angela Ely  
**Subject:** [EXTERNAL] Council on Shelter Beds & Affordable Housing

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 name is Sandra Richards and I have served our community for over thirty years. I started Salt of the Earth Food Bank and Soup Kitchen in 1992. Throughout the years I have seen many changes and how the needs have been growing for Food insecurities and for housing and shelter beds. Our city is growing at a fast pace and we need to keep that foremost in our minds concerning rezoning. Preparing for the influx of homeless and low income families. Please consider these facts when rezoning and building housing.

Thank you for your consideration in this matter.

Warm Regards,

Sandra Richards  
Retired President of  
Salt of the Earth

**From:** bill wheeler <billwheeler77@yahoo.com>  
**Sent:** Thursday, May 22, 2025 8:02 PM  
**To:** john martin  
**Cc:** DL-Council; contact.council@snoco.org; gserikbayeva@gmail.com; MGunn@everettsd.org; smsilver27@gmail.com; kyungeund@gmail.com; terryjoelnorris@gmail.com; lylanderson@gmail.com; nickinlakecity@gmail.com; kyle11389@yahoo.com; cmcmurrey@sbcglobal.net; davidacox604@gmail.com; Craigm.smith@outlook.com; Michael Smith; namuntz@aol.com; robpatton16@aol.com; mfdeacy@yahoo.com; Jovellelee427@outlook.com; rich.braun53@gmail.com; shell625@msn.com; mikerizzo64@gmail.com; petertvincent@yahoo.com; kiwiandcrow@gmail.com; benatbranch@gmail.com; christimarie12@hotmail.com; rmsapi@gmail.com; elsiemscharff@icloud.com; jolevin@icloud.com; Nick.Hammons@sno.wednet.edu; ewoerfil@gmail.com; Mary@sullivanpllc.com; nicole@sullivanpllc.com; info@naacp-snoco.org; maggie@mcmanusbrothers.biz; tskes@yahoo.com; Katie Wilson; mtang@stand.org; Emma Scalzo; Susan Boundy-Sanders; feedhopehere@egmission.org; JKink@WashingtonEA.org; AKnudson@washingtonea.org; AGoldstein@WashingtonEA.org; Larry Delaney [WA]; jpopper@washingtonea.org; feedback@mlbpa.org; comms@mlbpa.org; robc@spokesman.com; chad@chronline.com; ghalling@yakimaherald.com; teresa@myedmondsnews.com; editor.tribune; spedersen@thenewstribune.com; info@tenantsunion.org; president@lwvwa.org; apeloff@lwvwa.org; press@lwvwa.org; snocoindivisible@gmail.com; info@wbec-pacific.org; robert.blain@co.benton.wa.us; gbuckingham@evergreenhealthcare.org; LekhaF@omwbe.wa.gov; ForchBo@WSDOT.WA.GOV; Bob.Hasegawa@leg.wa.gov; Britt.Pomush@leg.wa.gov; brucehayashi@millerhayashi.com; santosh@xltech.com; keithm@formacc.com; moosekerkw@mukilteo.wednet.edu; Mark.Nakagawara@seattle.gov; glovelady@excelsupplycompany.com; srusso@umci.com; johnii@salinasconcrete.com; kara@integritysurety.com; Rep. Mike; Steve.Tharinger@leg.wa.gov; Judy.Warnick@leg.wa.gov; olivia.yang@wsu.edu  
**Subject:** [EXTERNAL] Re: Is Major League Baseball running the government?

**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.

The idea that Everett taxpayers should even consider spending \$100–\$130 million to build a new downtown stadium — displacing residents and businesses through eminent domain — is completely detached from reality.

This proposal isn't about baseball. It's about politics, profit, and power. Option 2 is nothing more than a cash grab disguised as "economic development," and the people of Everett shouldn't be fooled. Major League Baseball doesn't get to hold our city hostage, and we shouldn't hand over our community's future to special interests with slick presentations and deep pockets.

Let's be clear: a new stadium means displacing people who live and work downtown, handing over public land to private developers, and burdening taxpayers with hundreds of millions in debt — all while public services are already stretched thin.

Refurbishing Funko Field is the common-sense solution. It costs significantly less, preserves existing infrastructure, avoids the legal and ethical disaster of forced displacement, and continues directing rental revenue to Everett Public Schools — not into the hands of developers and out-of-town consultants.

In a city struggling with housing affordability, rising crime, and aging infrastructure, funneling money into a vanity project is irresponsible. Everett voters deserve leadership that protects what we have, respects where we live, and invests in priorities that benefit everyone — not just the wealthy and well-connected.

I support keeping the AquaSox at Funko Field. I support maintaining local control over local resources. And I absolutely oppose handing over our city's future to Major League Baseball or any outside corporate entity.

This isn't economic development — it's economic displacement.

Sincerely,

Dr. Bill Wheeler  
Candidate for Everett City Council, District 1  
[www.takebackyourtown.com](http://www.takebackyourtown.com)

On Tuesday, May 20, 2025 at 08:30:29 AM PDT, john martin <jmartinnoj@hotmail.com> wrote:

Will Funko Field and the Everett School District renew their naming rights contract in 2025??

According to MiLB news, Funko is paying \$1.1 million over six years (with options to extend an additional three years in 2025) to brand Funko Field at Everett Memorial Stadium.

An amended license agreement between Snohomish County, the AquaSox and the Everett School District (approved by the Everett School Board) brought everything under one umbrella.

"It's done very well for a relatively new license," said Evan Kaplan, managing director of MLB Players Inc., the business arm of the baseball's players union. "For what they do, they've done a good job."

Will Funco renew the naming rights agreement at fair market value and continue providing revenue to the Everett School District?

Or will Funko be seduced by Major League Baseball, name a new stadium, and funnel subsidized revenue to Major League Baseball and the City of Everett?

**Subject:** Is Major League Baseball running the government?

Everett faces three stadium options:

- 1.) Do nothing and wait to see if Major League Baseball is bluffing.
- 2.) Build a new stadium downtown requiring numerous eminent domain acquisitions, costing \$100 - \$130 million dollars, and having the Aquasox and Major League Baseball pay rent to the City of Everett.
- 3.) Refurbish the current stadium — Funko Field — on Everett School District property, have the AquaSox and Major League Baseball continue paying more than \$100,000 per year in rent to the Everett Public School District, and after Funko Field is refurbished, establish an increased rental rate to be paid to the Everett Public School District based on the new fair market rental value of Funko Field.

Refurbishing Funko Field would cost far less than building an entirely new stadium as proposed by the City of Everett. After refurbishing Funko Field, rent is still paid to the Everett Public School District.

I support Refurbishing Everett Memorial Stadium - Funko Field - in Everett, Washington.

I oppose the construction of a New Baseball Stadium in Downtown Everett, Washington.

John E. Martin

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**From:** TJ Norris <tjnorris@proton.me>  
**Sent:** Monday, May 12, 2025 10:57 AM

**Subject:** Re: Is Major League Baseball running the government?

I enjoy the Aquasox games a couple of times a year, but the city and state has increased their budgets so much already that previous and new taxes and fees is reducing our standard of living. We are paying more for less, a lot less than we did a few years ago. The increased tax demand along with the heavy inflation has been difficult for my family and everyone else's to make ends meet. Adding the burden of the a large share of the stadium only adds to it.

Let's put the stadium to a vote in the August primary.  
Let the people decide if they want to by MLB a new stadium.

TJ Norris

Sent with [Proton Mail](#) secure email.

On Monday, May 12th, 2025 at 10:00 AM, john martin <jmartinnoj@hotmail.com> wrote:

Thanks Mike.

Part of your comments were:

Why not tear down YOUR home and place of employment to put a stadium that we already have that no one wants? ... The homeless problem, the opiod epidemic- put the money there...

This election cycle, i hope each and everyone of you selfish xxxxx are looking for a job. How ... dare you and your special interest lobbyists? So so stupid.

Truly...STUPID.

Michael R

45 year resident of Everett. My home.

---

**From:** Michael Smith <mrsmith9469@gmail.com>

**Sent:** Saturday, May 10, 2025 2:02 PM

**To:** john martin <jmartinnoj@hotmail.com>

**Cc:** Council@everettwa.gov <Council@everettwa.gov>; contact.council@snoco.org <contact.council@snoco.org>; communications@des.wa.gov <communications@des.wa.gov>

**Subject:** Re: Is Major League Baseball running the government?

I agree 100%

On Sat, May 10, 2025, 10:26 AM john martin <jmartinnoj@hotmail.com> wrote:

Dear Everett City Council, Snohomish County Council, and the State of Washington's Capital Projects Advisory Review Board (CPARB),

Is Major League Baseball running the government?

Cheney Stadium in Tacoma, Alta Vista Stadium in Spokane, Gesa Stadium in Pasco and Funko Field in Everett all get State of Washington money to live up to Major League Baseball standards.

Major League Baseball (MLB) has a policy that Minor League (MiLB) teams have to pay a fine if their

stadium isn't up to snuff. And unless new stadiums are built or existing stadiums renovated, teams threaten to leave local communities.

Taxpayers are made to pay for MLB approved stadium facilities.  
Cities are held hostage.

In Everett, a new \$100-\$130 million stadium is in the works.

If the AquaSox pay the fine, they can continue renting Everett Memorial Stadium and keep paying more than \$100,000 per year in rent to the Everett Public School District.

Are cities afraid teams will leave?

Is Major League Baseball holding the cities hostage?

Organizations that hold other organizations hostage are often called terrorists.

Is Major League Baseball an economic terrorist?

Maybe it's time for citizens to start running their government, instead of letting Major League Baseball do it.

John E. Martin  
Mountlake Terrace  
425-361-2854  
[jmartinnoj@hotmail.com](mailto:jmartinnoj@hotmail.com)

=====  
=====

Tacoma Rainiers president Aaron Artman told The News Tribune...fixing up stadiums can be costly for cities and counties... "If we don't get our facilities compliant, Major League Baseball has the right to take the franchise and relocate it, as well as in the meantime subject us to fairly significant fines."

<https://www.thenewstribune.com/news/local/article288442277.html>

Other recipients of the state's ballpark bonding budget, approved unanimously by the Washington Senate and House in April 2023, include Spokane, Pasco and Everett, according to the Tri-Cities Area Journal of Business.

<https://www.chronline.com/stories/big-win-for-tacoma-baseball-cheney-stadium-gets-some-love-with-3-million-state-grant,340267>

Minor League Baseball's future in Everett faces three options: Refurbish the current stadium — Funko Field — on Everett School District property; build a new field and stadium downtown across from the Angel of the Winds Arena; or watch another city provide a new home, spurring the departure from the city of the AquaSox, the Seattle Mariners' High-A affiliate.

Build it or they could leave: Among those watching is the big league itself, Major League Baseball, which has forced similar conversations across the U.S. and Canada.

<https://www.heraldnet.com/opinion/editorial-keep-aquasox-in-everett-with-a-downtown-ballpark/>

A Grip on Sports: Avista Stadium has to be upgraded as MLB mandates changes it will never help fund.

Major League Baseball is really good at coming up with ways to spend other people's money. Whether it is players – the owners have locked them out as the two parties try to write a new operating agreement – or taxpayers in America's smaller towns, the billionaires who run baseball love to put their hands in our pockets.

<https://www.spokesman.com/stories/2022/feb/08/grip-sports-avista-stadium-has-be-upgraded-mlb-man/>

With the city of Pasco's help, the renewed lease means about \$5 million in improvements at the stadium at [6200 Burden Blvd.](#) will occur over the next two years to comply with Major League Baseball requirements.

So the team and Pasco — which is investing \$1.9 million — are rearranging the clubhouse to get as close to the square footage the MLB requires.

Hillsboro and Eugene — two franchises in the same league as the Tri-Cities — might have problems down the road with their player development licenses (PDLs) if they don't renovate their ballparks.

According to Kevin Richard of Ballpark Digest, the Hillsboro Hops want to build a new \$120 million ballpark, while the Eugene Emeralds' potential \$85 million ballpark project at the local fairgrounds, has stalled.

<https://www.tricitiesbusinessnews.com/articles/4806-city-dust-devils-pitch-in-to-make-5-million-in-stadium-upgrades>

Support Refurbishing Everett Memorial Stadium - Funko Field - in Everett, Washington.

Oppose the construction of a New Baseball Stadium in Downtown Everett, Washington.

Contact the full Everett City Council today at:

DL-Council <[Council@everettwa.gov](mailto:Council@everettwa.gov)>;

Contact Individual Everett City Council Members:

Scott Bader <[SBader@everettwa.gov](mailto:SBader@everettwa.gov)>; Judy Tuohy <[JTuhoy@everettwa.gov](mailto:JTuhoy@everettwa.gov)>; Mary Fosse <[MFosse@everettwa.gov](mailto:MFosse@everettwa.gov)>; Paula Rhyne <[PRhyne@everettwa.gov](mailto:PRhyne@everettwa.gov)>; Donald Schwab <[DSchwab@everettwa.gov](mailto:DSchwab@everettwa.gov)>; Elizabeth Vogeli <[EVogeli@everettwa.gov](mailto:EVogeli@everettwa.gov)>; Ben Zarlingo <[BZarlingo@everettwa.gov](mailto:BZarlingo@everettwa.gov)>; Angela Ely <[AEly@everettwa.gov](mailto:AEly@everettwa.gov)>;

Contact the Full Snohomish County Council today at:

[contact.council@snoco.org](mailto:contact.council@snoco.org)



Contact Individual Snohomish County Council Members:

[Nate.Nehring@snoco.org](mailto:Nate.Nehring@snoco.org) <[Nate.Nehring@snoco.org](mailto:Nate.Nehring@snoco.org)>;  
[Strom.Peterson@snoco.org](mailto:Strom.Peterson@snoco.org) <[Strom.Peterson@snoco.org](mailto:Strom.Peterson@snoco.org)>;  
[jared.mead@snoco.org](mailto:jared.mead@snoco.org) <[jared.mead@snoco.org](mailto:jared.mead@snoco.org)>; [megan.dunn@snoco.org](mailto:megan.dunn@snoco.org) <[megan.dunn@snoco.org](mailto:megan.dunn@snoco.org)>;  
[Sam.Low@co.snohomish.wa.us](mailto:Sam.Low@co.snohomish.wa.us) <[Sam.Low@co.snohomish.wa.us](mailto:Sam.Low@co.snohomish.wa.us)>

Contact the State of Washington's Capital Projects Advisory Review Board (CPARB) today at:

[communications@des.wa.gov](mailto:communications@des.wa.gov)

or call 360-407-8200

To contact individual (CPARB) Members, see:

<https://des.wa.gov/about/committees-groups/capital-projects-advisory-review-board-cparb/member-information-and-bios>

Support the Stadium Rebate Bill

<https://martinmusic.biz/martin-music/washington-state-stadium-rebate-bill/>

<https://martinmusic.biz/contact/king-county-stadium-rebate-bill/>

**From:** eric.nordin@frontier.com  
**Sent:** Friday, May 23, 2025 9:20 PM  
**To:** DL-Council  
**Subject:** [EXTERNAL] Comprehensive Plan Update and Proposed Rezoning and Code Changes

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

Dear City of Everett Council,

As a resident of the South Forest Park neighborhood, I feel very strongly that it would be totally inappropriate to change zoning along Terrace Drive in a way that would lead to it becoming a street of businesses and/or high rises. The alley that runs parallel to Terrace Drive and Rucker Ave. should remain the boundary between the businesses and the family residential neighborhood as it is currently. Any "MU" zoning designation on Terrace Drive

If you must change the zoning along Terrace Drive, a rezone of the east side of Terrace Drive to UR4 and west of Terrace Drive to NR with the 4200 and 4300 blocks of Rucker being rezoned to UR7 rather than MU15 would be much more appropriate than what is currently proposed, as these changes would be far less injurious to the family residential nature of the neighborhood while still providing for higher density redevelopment along the major transportation corridor. UR4 zoning along the east side of Terrace Drive would provide a kinder and more gentle transition between Multi-use structures along Rucker and the existing neighborhood, which consists largely of well maintained homes, the majority of which are owner occupied. As a member of this neighborhood myself, I can tell you that there is a strong sense of community here - neighbors knowing their neighbors and interacting in friendly and productive ways, and this is as it should be. I'd hate to see this community dismantled on account of ill conceived and inadequately thought out "one size fits all" zoning changes.

I would also like to voice extreme concern over the city's proposed abandonment of off street parking requirements for newly developed and/or redeveloped properties. This would have a huge negative effect on the livability, not only of the lower South Forest Park neighborhood, but the entire city overall. The city's off street parking requirements should NOT be changed!

It was these same kind of changes that chased me out of Seattle, the city where I grew up, about thirty years ago. I bought my house on Terrace Drive in Everett in 1995, not only for what the property itself had to offer but also for the diversity of the neighborhood, which has only improved over the years, the proximity of supermarkets, restaurants, pharmacy and other stores, the post office, and what was then The Everett Clinic, as well as Forest Park. Everything I could want or need was within walking distance. Add to that the eclectic mix of different architectural styles in the neighborhood, mature landscaping, etc. This is a neighborhood that developed gradually and grew up over a number of many years. This neighborhood is a gem in our city - it's a neighborhood to celebrate and is very worthy of being preserved for the continued enjoyment of families who live there now and for families to live there in the future. Please don't lay the groundwork for its destruction by rezoning for businesses and high-rises along our quiet neighborhood street.

Thank you.

Eric Nordin

4315 Terrace Drive  
Everett, WA 98203-2205

**From:** Isidora Spatz <carlisidora@gmail.com>  
**Sent:** Saturday, May 24, 2025 11:14 PM  
**To:** Donald Schwab; DL-Council  
**Subject:** [EXTERNAL] Everett 2044 Comprehensive Plan Comments

**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.

## **Public Comment – Mukilteo Boulevard Bluff Resident on Proposed Neighborhood Business Rezone by Carl and Isidora Spatz who live on the NW corner of Sound Ave & W Mukilteo Blvd.**

As residents of the Mukilteo Boulevard Bluff neighborhood, we are submitting this comment to urge the City of Everett to provide greater transparency, accountability, and fairness in its land use decisions—particularly the proposal to rezone 6 corner lots and 11 additional lots abutting the boulevard from residential to “Neighborhood Business.”

These changes may appear incremental on paper, but they carry outsized impacts for the people who live here—and raise serious concerns about planning integrity and property rights.

### **What’s the Real Goal?**

Before these decisions move forward, the City owes its residents a clear explanation:

- What is Everett’s long-term housing unit target?
- How many units already exist—and how many are still needed?
- What level of property tax revenue is being pursued through these zoning adjustments?

Without clear answers, these zoning actions feel arbitrary—especially when specific households are shouldering the financial impact.

### **The Lived Reality of This Plan:**

#### **1. Challenging Terrain, Aging Infrastructure**

Our bluff is steep and already prone to water runoff and drainage issues. To get mail across the Blvd during the rainy season is like crossing a stream already. Infrastructure—roads, utilities, and stormwater systems—was never built for commercial use or increased density. Rezoning without first addressing these vulnerabilities risks destabilizing both the land and the lives built on it.

#### **2. Selective Taxation Based on “Potential”**

Rezoning my lot as “eligible” for Neighborhood Business use raises my property taxes based not on actual change, but on a speculative future. Meanwhile, the modest discount we receive for being located on a busy street disappears—because now that street is viewed as a commercial asset so taxed higher! This contradiction is both unfair and punitive.

#### **3. Neighborhood Business Restrictions Limit Real Viability**

These 17 lots—6 corners and 11 others—abut the boulevard, but face strict zoning limitations: businesses must serve local foot traffic only. That sounds quaint, but in reality, such restrictions severely limit commercial sustainability.

Take the Soundview Deli, for example—an established business that's struggling since bridge construction diverted out-of-area traffic. Our city newspaper acknowledged it now relies almost entirely on neighborhood support. A sign was posted in front of our property (by the city) to remind people it is still open and to encourage patronage.

If a long-standing deli can barely survive without out-of-area traffic, how are new businesses supposed to thrive under tighter restrictions?

#### **4. Proximity to Major Beach Development Makes This Plan Obsolete**

Is it wrong to think that the beach development being planned by the Port of Everett, City of Mukilteo, and Tulalip Tribes—just under a mile from here—will naturally attract our neighbors more than anything that could be built on these little, foot-traffic-only corners? Recalling (don't know all the details) a neighbor trying to use part of his property for upholstery but didn't feel welcome so moved out — again we don't know the details.

It makes us wonder: Are these 17 lots being scapegoated? Was this limited rezoning introduced to give the illusion of flexibility while avoiding the backlash that full-scale upzoning would provoke? If so, will increasing property taxes on a few handpicked

properties be enough to “leave the neighborhood alone”? That’s a troubling tradeoff.

We are not blind to the realities of our housing crisis. In fact, one of us has been directly involved as part of a group that used to meet with Will Rice (may he rest in peace) so have a good grasp of the housing complexities of coordinating with multiple stakeholders—each with conflicting needs, pressures, and fears. We both know what it feels like to be backed into a corner, and know that hard choices must be made.

But those choices must also be fair, transparent, and grounded in reality—not political optics.

We love this neighborhood, and believe in responsible planning. But selectively rezoning 17 boulevard-edge lots—without meaningful infrastructure investment, without guaranteed viability, and with rising taxes based on hypothetical outcomes—is not sound policy and we’re made to be part of patchwork politics.

Please offer the full vision, show us the math and keep having the conversation with the neighborhood.

**From:** Davi Weasley <davi@everettucc.org>  
**Sent:** Sunday, May 25, 2025 2:50 PM  
**To:** Angela Ely  
**Subject:** [EXTERNAL] Council comment on housing

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

Dear Everett Council,

Thank you for your work and service in your important roles. I am writing to express my support for the Comprehensive Plan rezoning strategy, and for increasing housing density in Everett.

As a local church pastor, this issue affects me in several ways: First, many of our church members are seniors or are otherwise on fixed income. As housing prices continue to rise in Everett and throughout the region, more of them will be priced out of safe and affordable housing.

Secondly, Everett UCC has a heart for those who don't yet have a safe place to live. We feed folks experiencing homelessness through our food programs, and we host a wonderful shelter program run by Everett Gospel Mission. We believe that supporting these folks, and working to help them have a safe place to live, is central to our faith. Jesus says "the Son of Man has no place to lay his head" so for us, providing housing for those who need it is directly responding to the needs and call of the Divine.

Finally, I love dense, vibrant neighborhoods. I want to serve communities and neighborhoods where all kinds of people can find a home that's right for them, where people can walk or bike to the stores and services they want to access, and where this diversity creates strength and possibility.

Thank you for your attention to this matter.

Sincerely,  
Rev. Davi Weasley

--

Rev. Davi Weasley (they/them)  
Pastor  
Everett United Church of Christ  
(360)200-8742 (voice or text)  
[davi@everettucc.org](mailto:davi@everettucc.org)

**From:** Ben Zarlingo  
**Sent:** Monday, May 26, 2025 1:37 PM  
**To:** Angela Ely  
**Subject:** Another email found in the junk email folder (Proposed stadium near Downtown)  
**Attachments:** Everett City Council.2502.pdf

Category 2: Sensitive information

Hi Angie,

I found this one in the junk email folder today and wanted to bring it to your attention.

Ben

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

---

**From:** tnew8537@gmail.com <tnew8537@gmail.com>  
**Sent:** Sunday, May 25, 2025 5:59 PM  
**To:** scottmurphycpa@hotmail.com <scottmurphycpa@hotmail.com>  
**Cc:** SBSBader@everettwa.gov <SBSBader@everettwa.gov>; Judy Tuohy <JTuohey@everettwa.gov>; Mary Fosse <MFosse@everettwa.gov>; Paula Rhyne <PRhyne@everettwa.gov>; Donald Schwab <DSchwab@everettwa.gov>; Elizabeth Vogeli <EVogeli@everettwa.gov>; Ben Zarlingo <BZarlingo@everettwa.gov>  
**Subject:** [EXTERNAL] Proposed stadium near Downtown

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

Dear Mr. Murphy,

Thank you for re-asserting concerns today about a new stadium proposed east of the City's Downtown, and the City's plan to rush into acquisition of privately-owned properties within the site area of this ill-conceived project. These concerns are further detailed in the attached letter (3 pp.) emailed on 2/28/2025 to current city council members. The City's non-transparency and failure to reply to these concerns are disappointing.

Respectfully,

Timothy D. Newman  
1529 – 63<sup>rd</sup> Street SE, Apt. C2  
Everett, WA 98203-4674  
Cell: 425-232-3776  
Email: [tnew8537@gmail.com](mailto:tnew8537@gmail.com)

Timothy D. Newman  
1529 – 63<sup>rd</sup> Street SE, Apt. C2  
Everett, WA 98203-4674  
Cell: 425-232-3776  
Email: [tnew8537@gmail.com](mailto:tnew8537@gmail.com)  
February 28, 2025

Members of Everett City Council – [council@everettwa.gov](mailto:council@everettwa.gov)  
Scott Bader - [SBader@everettwa.gov](mailto:SBader@everettwa.gov)  
Judy Tuohy - [JTuhoy@everettwa.gov](mailto:JTuhoy@everettwa.gov)  
Mary Fosse - [MFosse@everettwa.gov](mailto:MFosse@everettwa.gov)  
Paula Rhyne – [PRhyne@everettwa.gov](mailto:PRhyne@everettwa.gov)  
Don Schwab - [DSchwab@everettwa.gov](mailto:DSchwab@everettwa.gov)  
Liz Vogeli - [LVogeli@everettwa.gov](mailto:LVogeli@everettwa.gov)  
Ben Zarlingo – [BZarlingo@everettwa.gov](mailto:BZarlingo@everettwa.gov)

Re: Proposed New Downtown “Multipurpose” Stadium (page 1 of 3 pages)

Dear Council Members:

The opportunity to provide input on this proposed stadium is appreciated. Since returning to Everett in 1979 after graduate school (economics), I provided appraisal and appraisal review services as an MAI-designated appraiser. Long time clients included the City of Everett, federal and state agencies, non-profit conservancies and other private parties.

**Brief recap:** As you know, Everett has long been the home of the Everett AquaSox, now considered a “High-A” club, the second lowest level of play (among four levels) in Minor League Baseball. The owners of Major League Baseball (MLB), now overseeing MiLB, require new standards for minor league venues that affect Funko Field as the home of the AquaSox. A report by the City’s consultant, Community Attributes Inc. (CAI), dated Dec. 22, 2022 and updated in a 14-page “technical memorandum” dated May 17, 2024, purports to analyze the economic benefits of the AquaSox at Funko Field and at potential alternative sites.

A full season in the 30-team “High-A” league includes 132 games, 66 of which are home games extending (in 2025) from April 8 to August 31—18% of the days during the calendar year. “Events” on other days at Funko Field consist largely of baseball practice and high school and college play. The Major League dictate is, however, the “*sine qua non*” of a new stadium, as existing venues adequately serve these accessory activities.

**Professional Soccer?:** Proponents of a new stadium make much of the potential to attract a United Soccer League (USL) team as a key co-tenant, given the obvious concern of a grossly under-utilized facility. The promise of professional soccer is exciting, but the USL’s track record in other cities—and the proximity of Seattle

Sounders FC, one of Major League Soccer's (MLS) most successful franchises—raise serious questions about the project's long-term viability. A Grassroots Everett posting of Dec. 11, 2024 cites case studies in cities that have faced similar challenges:

- In Austin TX, Austin Bold FC (USL) in the 2019 USL Championship, only to shut down after the 2021 season when Austin FC began play in the MLS, creating direct market competition;
- In Charlotte NC, Charlotte Independence joined the USL Championship in 2015, but voluntarily dropped to USL League One (third tier) after 2022 when Charlotte FC debuted in MLS, instantly overshadowing the Independence;
- In Reno NV, Reno 1868 FC operated successful seasons from 2017 to 2020 until closing, the team's owner citing a lack of long-term financial feasibility even with strong local support.

The key question is whether Everett can realistically expect to draw enough fans, sponsors, and media interest to sustain a USL team while competing with the Sounders' massive presence. Grassroots summarizes the concern as a "\$120 million gamble":

- Short season; limited games: A USL team's season consists of roughly *17 home games*, leaving the proposed stadium underutilized for much of the year;
- No guarantees: With the USL's history of team relocations, closures and market failures, banking on the league to anchor this investment is a risky bet.

**Reliability of reports by Community Attributes Inc.:** CAI is unapologetic about its role principally as a booster for the wants of city officials that engaged it. Citing its online website: "We often say we have to fall in love with a city for us to do our best work." (In fairness to CAI, competing economic consulting firms do the same.) Several factors raise questions about the credibility of the reports:

First, CAI ignores the opportunity cost of spending that residents would have done in the absence of the higher tax burden due to the proposed project, including foregone commercial uses to which the site would be used. In effect, CAI assumes that such cost is zero (\$0)—a non-factual and hypothetical condition. Such costs must be identified for purposes of reasonable analysis and for purposes of comparison;

Secondly, it fails to disclose other indirect but real costs or foregone benefits such as the loss of approximately nineteen (19) businesses on the proposed site that would be displaced at the proposed "Downtown" site. (Actually, the term "Downtown" site is a bit of a misnomer, as it is located east of Broadway.) An anecdotal survey suggests that to the extent any of these businesses operate after displacement, it will not be in Everett;

Thirdly, CAI fails to disclose the risks outlined above in attracting a professional soccer co-tenant;



Fourth, “key findings” conclude as follows: “Depending on the degree of demand for non-baseball events it is estimated that a new outdoor multipurpose facility in Downtown Everett could support total economic impacts 50 percent or 100 percent greater than the AquaSox impacts currently generated at Funko Field.” [P. 1 of 5/17/2024 memorandum.] This finding is speculative, conclusory and unsupported, and the conditional verbiage leaves open any outcome.

**Sources of funding:** The City of Everett Stadium Fiscal Advisory Committee prepared “Initial Funding Recommendations” for a renovated Funko Field and new “Downtown” stadium (2024). It identifies several prospective sources of funding, including \$7.4 million in state funds and \$5 million from Snohomish County, with more state funds to be requested. The biggest beneficiary of a new stadium presumably is the Volpe family, which owns the AquaSox through its 7<sup>th</sup> Inning Stretch LLC. The Advisory Committee reports, based on “preliminary conversations”, that the Volpes stated their intent to contribute “up to” \$10 million for a new Downtown stadium: in short, something between \$0 and \$10 million—a figure equal to *up to* only about 8.5% of total project cost. Unmentioned are the billionaire owners of Major League Baseball who mandated the far more costly stadium standards. Their cost share: **zero**.

What is problematic about State funding is that its proposed cost share is just sufficient to (try to) lure local leaders into a financially infeasible and dangerous decision. The City simply lacks needed funding for such a project, which diverts from basic City services. Huge budget deficits loom, 30 police officer positions have not been filled, park rangers and related staffing are gone, library hours are shortened ... even if this plan is stopped. The decision on this proposed project should be an easy one.

Respectfully,

Timothy D. Newman

**From:** Hilde Fischer <fisch1204@msn.com>  
**Sent:** Monday, May 26, 2025 11:08 PM  
**To:** 2044 Comprehensive Plan Update  
**Cc:** Donald Schwab; DL-Council  
**Subject:** [EXTERNAL] Everett 2044 Comprehensive Plan Comments

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.

Don Schwab and Everett City Council Members,

We live in the Boulevard Bluffs area on Taylor Drive and are very concerned about the high density housing planned for Everett.

Our concerns are about the new 38,500 housing units that are scheduled to be built in the near future. Along with all that housing will come traffic issues and a need to change the road infrastructure, more schools will be needed to be built to accommodate all the new children, and the loss of trees and green parks and spaces which are important to our health will be lost since the footprint of the housing will be allowed to be so large, hardly allowing for any yard. We don't think we will recognize our city when it's all completed.

We know this is a tough challenge for our city council but we are confident that you will find ways to preserve, create space, and protect the charm of Everett. We and all of the future generations of Everett to come will certainly appreciate all these efforts.

Sincerely,

Dennis and Hilde Fischer  
Sent from my iPhone

**From:** David Hope <dhope041@outlook.com>  
**Sent:** Tuesday, May 27, 2025 4:09 PM  
**To:** DL-Council  
**Subject:** [EXTERNAL] Support for the new outdoor event center

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

I just want to take a moment to thank you for your support of the new outdoor event center and encourage you to provide the funding necessary to move the project forward. We are a long-time full season ticket holder for the Everett Aquasox and the previous Everett Giants. This facility will provide new and continued employment for many adults and young people, improve the quality of life in the city of Everett and increase the revenue from those that live outside the city.

Best regards,

David Hope  
7621 129<sup>th</sup> Dr. SE  
Snohomish, WA  
206 854 8217

**From:** khope@comcast.net  
**Sent:** Tuesday, May 27, 2025 3:57 PM  
**To:** DL-Council  
**Cc:** Cassie Franklin  
**Subject:** [EXTERNAL] Funding of Everett AquaSox NEW Stadium

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

Dear City Council Members of Everett Washington:

My name is Kathy Hope. I am a resident of Snohomish, WA and since 1994 my husband and I have been full season ticket holders of the Everett AquaSox. This has been our summer vacation (to Everett, WA) for 31 years now.

Honestly, that was the only reason we went into Everett, but in those 31 years we have found businesses to frequent, and reasons to come into Everett on a regular basis. Without the Aqua Sox that may not have been the case.

Looking forward to what MLB has demanded we are faced with losing what my husband and I consider a summer family if this NEW stadium does not happen in the MLB timeline. This summer family has introduced new people in

our lives as well as quality health care and businesses to shop. Beyond Dave and I, there would be the loss of summer (actually, April to September) jobs for lots of kids and adults that rely on this income to help them financially at home or put themselves through school.

Please see this \$4,800,000 dollars that is proposed to fund the determination and cost of acquisition of property as a positive investment in the future of not only Everett City as a whole, but as an investment in the lives of thousands

Of residents and visitors to this growing city.

Snohomish County needs this investment.

Thank you for your consideration,

Kathy Hope  
7621 129<sup>th</sup> Dr SE  
Snohomish, WA  
206 854 8216

**From:** [john martin](#)  
**To:** [Angela Ely](#)  
**Subject:** RE: [EXTERNAL] No Frogs Downtown  
**Date:** Tuesday, May 27, 2025 5:31:28 PM  
**Attachments:** [image001.png](#)

---

Yes. 22806-54th Avenue West.

Sent from my Galaxy

----- Original message -----

**From:** Angela Ely <[AEly@everettwa.gov](mailto:AEly@everettwa.gov)>  
**Date:** 5/27/25 4:31 PM (GMT-08:00)  
**To:** john martin <[jmartinnoj@hotmail.com](mailto:jmartinnoj@hotmail.com)>  
**Subject:** RE: [EXTERNAL] No Frogs Downtown

Category 2: Sensitive information

Hi John,

I forgot to mention that each email you submit that will become permanent record needs to have your city of residence included. You are in Mountlake Terrace, correct?

Thank you,  
Angela

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

---

**From:** john martin <[jmartinnoj@hotmail.com](mailto:jmartinnoj@hotmail.com)>  
**Sent:** Tuesday, May 27, 2025 2:57 PM  
**To:** Angela Ely <[AEly@everettwa.gov](mailto:AEly@everettwa.gov)>  
**Subject:** Re: [EXTERNAL] No Frogs Downtown

Category 2: Sensitive information

Thanks!!

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

---

**From:** Angela Ely <[AEly@everettwa.gov](mailto:AEly@everettwa.gov)>  
**Sent:** Tuesday, May 27, 2025 2:24 PM

**To:** john martin <[jmartinnoj@hotmail.com](mailto:jmartinnoj@hotmail.com)>  
**Subject:** RE: [EXTERNAL] No Frogs Downtown

Category 2: Sensitive information

Thank you for reaching out to the Everett City Council. We appreciate you taking the time to share your concerns, opinions, and ideas.

Your comments have been received by the Council. I will share with staff and submit it as written comment for the May 28, 2025, Council meeting to be part of the permanent record.

Thank you for taking the time to be involved and engaged in your community.

Sincerely,

Angela



**Angela Ely**

Executive Assistant | Everett City Council

425.257.8703 | 2930 Wetmore Ave, Ste 9A, Everett, WA 98201

[everettwa.gov](http://everettwa.gov) | [Facebook](https://www.facebook.com/everettwa) | [Twitter](https://twitter.com/everettwa)

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

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

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**From:** john martin <[jmartinnoj@hotmail.com](mailto:jmartinnoj@hotmail.com)>  
**Sent:** Tuesday, May 27, 2025 9:27 AM  
**To:** Contact Council <[Contact.Council@co.snohomish.wa.us](mailto:Contact.Council@co.snohomish.wa.us)>; DL-Council <[Council@everettwa.gov](mailto:Council@everettwa.gov)>  
**Cc:** Angela Ely <[AEly@everettwa.gov](mailto:AEly@everettwa.gov)>  
**Subject:** [EXTERNAL] No Frogs Downtown

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

Dear City of Everett Council Clerk and Snohomish County Council Clerk,

Please include the attached pdf file, "No Frogs Downtown" as written comment for the next Council meeting and forward a copy to all councilmembers.

Thank you for your service to the community.

Best Regards,

John E. Martin

425-361-2854

[jmartinnoj@hotmail.com](mailto:jmartinnoj@hotmail.com)

For your information, the pdf file reads:

Is Major League Baseball running the government?

The City of Everett faces three stadium options:

- 1.) Do nothing and wait to see if Major League Baseball is bluffing.
- 2.) Build a new stadium downtown requiring numerous eminent domain acquisitions, costing \$100 - \$130 million dollars, and having the Aquasox and Major League Baseball pay rent to the City of Everett.
- 3.) Refurbish the current stadium — Funko Field — on Everett School District property, have the AquaSox and Major League Baseball continue paying more than \$100,000 per year in rent to the Everett Public School District, and after Funko Field is refurbished, establish an increased rental rate to be paid to the Everett Public School District based on the new fair market rental value of Funko Field.

Refurbishing Funko Field would cost far less than building an entirely new stadium as proposed by the City of Everett. After refurbishing Funko Field, rent is still paid to the Everett Public School District.

I support Refurbishing Everett Memorial Stadium - Funko Field - in Everett, Washington.

I oppose the construction of a New Baseball Stadium in Downtown Everett, Washington.

John E. Martin

425-361-2854

[jmartinnoj@hotmail.com](mailto:jmartinnoj@hotmail.com)

Contact the Everett City Council:

[Council@Everettwa.gov](mailto:Council@Everettwa.gov) <[Council@everettwa.gov](mailto:Council@everettwa.gov)>

(425) 257-8703

Contact the Snohomish County Council:

[Contact.Council@snoco.org](mailto:Contact.Council@snoco.org) <[contact.council@snoco.org](mailto:contact.council@snoco.org)>

425-388-3494

No Frogs Downtown





## EVERETT CITY COUNCIL Public Comment Form

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

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

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: 5/28/25

NAME (required): EVAN BINGAMAN

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

EMAIL (optional): PANTHERAPY@GMAIL.COM PHONE (optional): (425) 220-2054

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:

FULTON ST PROJECT

## **Fulton St Project Change Proposal**

### Effected

- 8 homes
  - Multiple drivers per home
- Multiple business
  - DMH (50 years)
  - Central Welding
  - 2815 Baker Ave (Warehouse)
  - 2913 Fulton St (Multiple Businesses & planters)

### Current Situation

- Parking
  - Fulton - 9-10 cars
  - East of Fulton - 5 cars West of alley (plus 1 HC) & 6-7 East of alley
    - Shared with North side of street, 2802 Cedar St and homes up alley
  - West of Fulton - 8 cars
    - Shared with North side of street
- Limits
  - Gatherings
  - Events
- Front door access
- Poor side door security
- Security of vehicles
- Home Safety
  - Barrier from lurkers
  - Thefts
- Traffic (High and fast)
- Deliveries
- Intersections
  - Visibility
  - High speeds
  - Cedar and California
    - Over a dozen accidents in last 10 years
    - Constant near misses (Horns!)

## **Solution**

### Pine Street

- Already wide enough with sidewalks installed so no impact to anyone
- Already have Pedestrian Signal at Hewitt on West side
  - Add another one on East side?
- Much less traffic
- More gradual slope
- Avoids Cedar and California



## UPCOMING CONSTRUCTION IN YOUR AREA

### Fulton Street Bicycle and Pedestrian Corridor

May 19, 2025

The construction on a project to build bike facilities on both sides of Fulton Street and fill in missing sidewalks on the east side of Fulton Street between Pacific Avenue and California Street will begin in June 2025. Existing on-street parking on the east side of Fulton between Hewitt Avenue and California Street will be replaced with sidewalk. Bike detection at the traffic signals on Fulton at Pacific Avenue and Hewitt Avenue will also be installed.

This project, which is a priority project in Everett's Bicycle Master Plan, connects Pacific Avenue and the east side of Everett Station to the coming Active Connections: California Street bike and pedestrian corridor.

#### Project impacts:

- Construction is estimated to start in June 2025.
- There will be construction traffic and noise during daytime work hours, typically 7 a.m. to 5 p.m. This work is weather dependent, and dates and times are subject to change.
- Concrete work between Hewitt Avenue and Pacific Avenue will require temporary closures of Fulton Street. One half of the block will be closed at a time to insure access to businesses.
- Depending on the task, lane closures will occur. Flaggers will assist with traffic flow when necessary.
- Access will be maintained to all properties during construction, with limited disruptions.

More information about the Active Connections: Fulton Street Bicycle and Pedestrian Corridor project is available at [everettwa.gov/activefulton](https://everettwa.gov/activefulton).

We apologize in advance for any inconvenience to you. Thank you for your patience and understanding. **If you have questions or would like additional information contact Kathleen Baxter, public information officer, at 425-257-8875 or [kbaxter@everettwa.gov](mailto:kbaxter@everettwa.gov).**



#### Public Works

- 3200 Cedar Street  
Everett, WA 98201
- 425.257.8800  
425.257.8882 fax
- [everettpw@everettwa.gov](mailto:everettpw@everettwa.gov)  
[everettwa.gov/pw](https://everettwa.gov/pw)

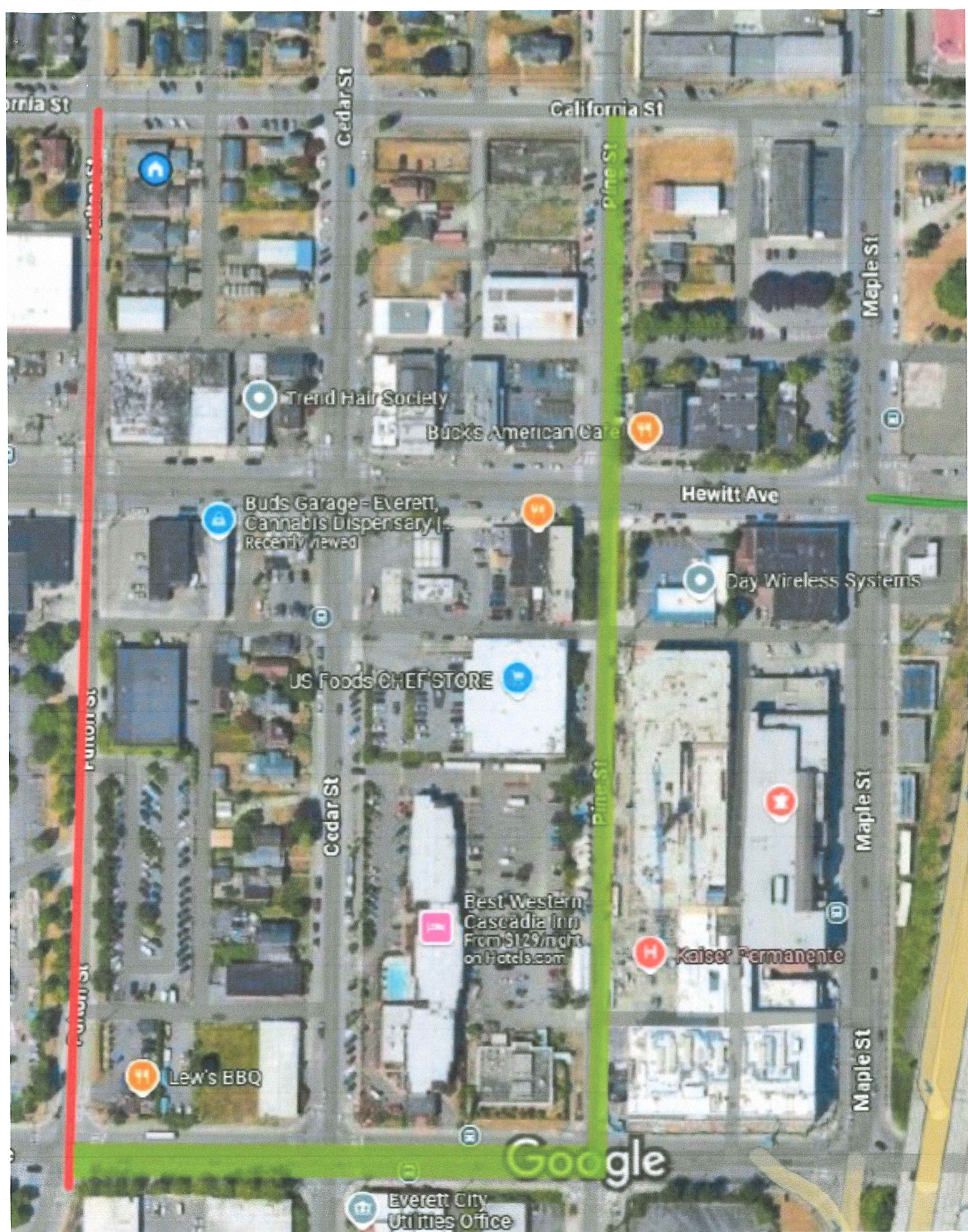
Quét mã QR để xem thông báo này.

Escanee el código QR para ver este aviso.

Отсканируйте QR-код, чтобы просмотреть  
это уведомление.







California St

Cedar St

California St

Pine St

Maple St

Trend Hair Society

Bucks American Cafe

Hewitt Ave

Buds Garage - Everett,  
Cannabis Dispensary |  
Recently viewed

Day Wireless Systems

US Foods CHEF STORE

Best Western  
Cascadia Inn  
From \$129/night  
on Hotels.com

Kaiser Permanente

Lew's BBQ

Everett City  
Utilities Office

Google



















Evan Bingaman  
2801 Fulton St  
Unit B  
Everett, WA 98201  
425-220-2054  
panthermax@gmail.com



## EVERETT CITY COUNCIL Public Comment Form

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

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

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

DATE: MAY 28, 2025

NAME (required): ERIC NORDIN

CITY (required): EVERETT ZIP (required): 98203

EMAIL (optional): eric.nordin@frontier.com PHONE (optional): 425-258-9384

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:  
COMPREHENSIVE PLAN UPDATE CONCERNS

Dear Everett City Council,

I would like to provide my input on the proposed zoning changes to our section of the South Forest neighborhood. While I am not opposed to change and I understand the desire on the part of city government to increase housing density, I feel that some of what is currently proposed in the new Comprehensive Plan is extremely ill advised and would be unnecessarily damaging to our neighborhood. It would be impossible for me to overstate how strongly I feel about the following two points. I hope you will give my comments serious consideration.

Point Number 1:

Terrace Drive is a quiet residential street running north-south, paralleling Rucker Ave. to the east, that is only two blocks in length. The 4200 and 4300 blocks of Terrace Drive consist of generally well maintained single family homes with a very high percentage of owner occupancy. Any MU zoning designation along Terrace Drive is totally inappropriate. This street should not be allowed to become a street of ground floor businesses.

Please do not lay the groundwork for the destruction of this neighborhood by rezoning properties on the east side of Terrace Drive MU15, or even MU7. UR4 zoning along the east side of Terrace Drive between the street, and the alley that currently serves as the boundary separating the residential neighborhood from commercial properties along Rucker Ave would be much more appropriate.

Point Number 2:

In order to provide for redevelopment to achieve the city's goal of increasing high density housing, an MU designation in the 4200 – 4300 blocks of Rucker Ave seems reasonable as this is clearly a street of businesses now and adding high density housing to that would not seem particularly disruptive or damaging to the nature of the Rucker Ave facing side of those blocks.

However, MU15 zoning along the 4200 – 4300 blocks of Rucker Ave. is inappropriate, as this would allow for building heights of up to 25 floors immediately adjacent to the neighborhood consisting primarily of single family homes along Terrace Drive and the streets west of there.

To minimize the impact on the existing residential neighborhood to the west along Terrace Drive, Grand Ave., Thompson Ave., Crescent Ave., Federal Ave., and Elk Hill Drive, building heights along the 4200 and 4300 blocks of Rucker Ave. should be limited. A zoning designation of MU7 would be much more appropriate along this stretch of Rucker Ave. And, an MU7 designation should be limited to the sides of the blocks that face Rucker Ave, with the alleys remaining the boundary between MU along Rucker Ave. and UB zoning on Terrace Drive in those blocks.

Thank you.

A handwritten signature in black ink that reads "Melisa Nordin". The script is cursive and fluid, with the first name "Melisa" and last name "Nordin" clearly distinguishable.

Melisa Nordin  
4315 Terrace Drive  
Everett, WA 98203



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

DATE: 05/28/2025

NAME (required): Madeline Shepherd

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

EMAIL (optional): madelinekincy@hotmail.com PHONE (optional): 425-512-3497

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 & historic overlays

# Everett Outdoor Event Center

Project Updates, Partner Negotiations, a Case Study, Target Budget, and Coming Decisions

City Council Briefing

May 28, 2025

# Decisions for June 11

## Three Ordinances

1. Funding
2. Budget Amendment
3. Property Acquisition



# Decisions for June 11

## Five Action Items

1. Approve Progressive Design Build (PDB) Team contract to 60% design
2. Select third-party non-profit facilitator to fully explore public/private development partnership for facility

Authorize Mayor to sign:

3. Project Labor Agreement PSA
4. Amendment to SOJ consulting services PSA
5. Property Acquisition - Kimley-Horn PSA



# Background of Everett Outdoor Event Center

- 1984 Minor League Baseball (MiLB) comes to Everett
- 2021 MLB imposes new rules for MiLB stadiums
- 2022 City initiates feasibility study with Snoco
- 2023 Site decision narrowed to two alternatives
  - Remodel Everett School District stadium
  - Acquire property for new downtown facility
- 2023 SEPA/EIS & financial committee review completed





# Background of Everett Outdoor Event Center

- 2025 City Council selects downtown site
  - Best return on investment for the City of Everett
  - Strongest economic and environmental impact
  - Attracts women's and men's pro soccer
  - Creates city park in downtown growth area
- 2025 Council approves Progressive Design Build Team
- Now Progress keeping us on schedule



# Progress from the PDB Team

- Program development and refinement
- Field orientation and siting
- Budget development, value engineering, efficiency analysis
- Utility relocation and engagement with PUD
- Surveying, geotechnical, and environmental analysis



# Progress in partner negotiations

- Lease term now matches life of debt service
- Established revenue share & added revenue opportunities
- Determined responsible party for Master Concessionaire
- Defined field and building requirements and operations and maintenance responsibilities
- Established range of Capital Contributions from each team



***Next milepost***  
***Leases – Fall 2025***



# CASE STUDY IN COMMUNITY BENEFIT: KNOXVILLE, TN





# CASE STUDY IN COMMUNITY BENEFIT: KNOXVILLE, TN

knox  
news







# Summary

- Public/private partnership (PPP)
- Land acquired by developer/MiLB team and granted to a public entity like our PFD
- MiLB and USL Soccer
- City/County issued debt for stadium
- Developer built condos, apartments, and offices surrounding field







# Benefits for all

- Year-round, flexible event space
- Premium, cost-effective outdoor gathering space
- Revitalized area adjacent to historic downtown
- Business and workforce retention enhanced





# Benefits for all

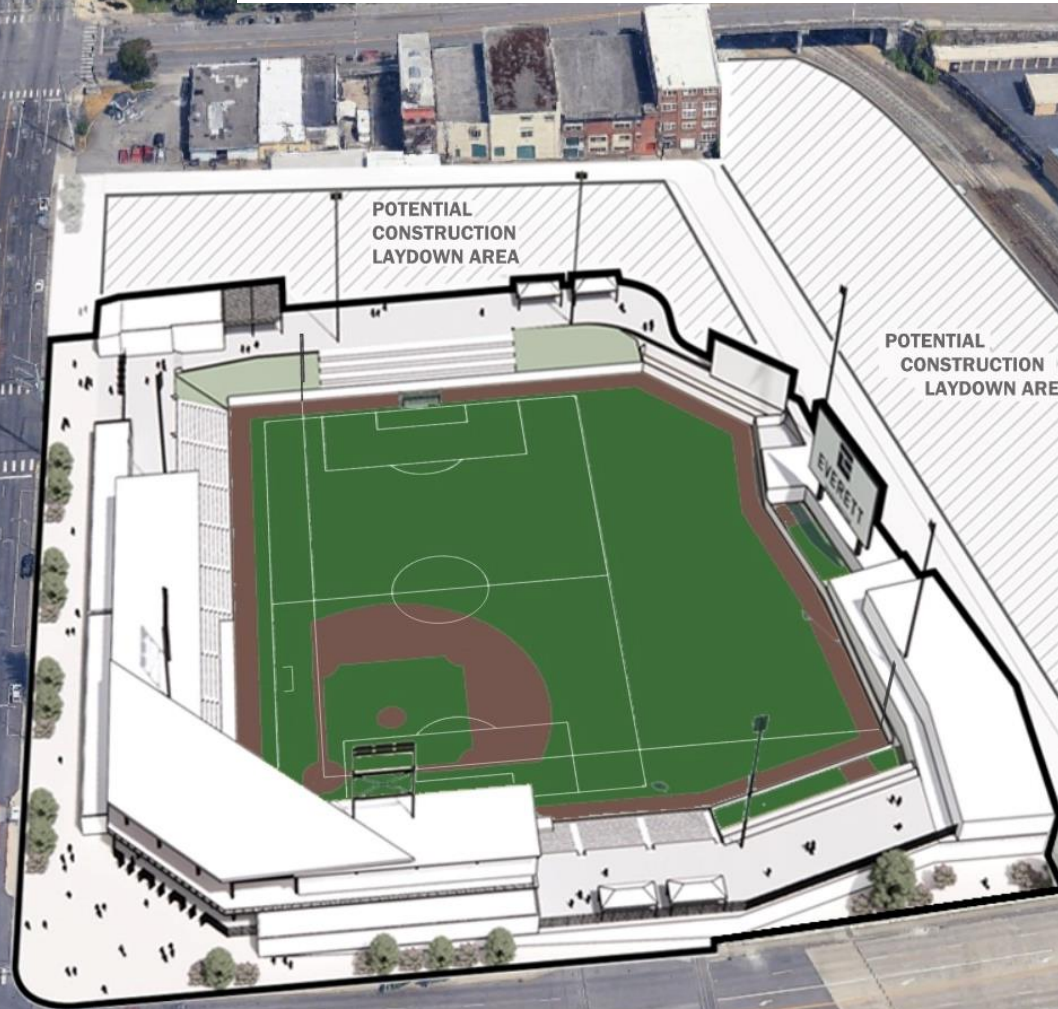
- Playgrounds & walking paths surround outfield
- Catalyzes housing investments
- Younger demographic and new businesses attracted to Knoxville





# EVERETT OUTDOOR EVENT CENTER

**DRAFT 5 21 25**



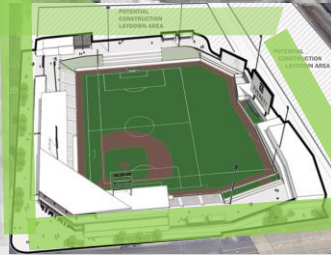
**BAYLEY**

**DLR GROUP**



- 
- VENUES & FESTIVAL STREETS**
  - MULTIFAMILY PROJECTS**
  - TRANSIT STATIONS**
  - SHOPPING/DINING STREET**
  - PUBLICLY OWNED PROPERTIES**

**AOTW ARENA**



**REDEVELOP  
2030s**

**2041**

**IN CONTEXT**

# Similar Community Benefits to Knoxville

- Year-round, flexible event space
- Premium, cost-effective outdoor gathering space
- Revitalized area adjacent to historic downtown
- Business and workforce retention enhanced
- Playgrounds & walking paths surrounding outfield
- Catalyzes housing investments
- Younger demographic and new businesses attracted



# Additional Everett Community Benefits

- City park created in downtown growth area
- School district stadium freed up for youth sports
- Complements Angel of the Winds Arena to provide year-round event and small business activity
- Builds on Hewitt Avenue entertainment options
- Improves pedestrian connections to Everett Station
- Takes full advantage of public transit





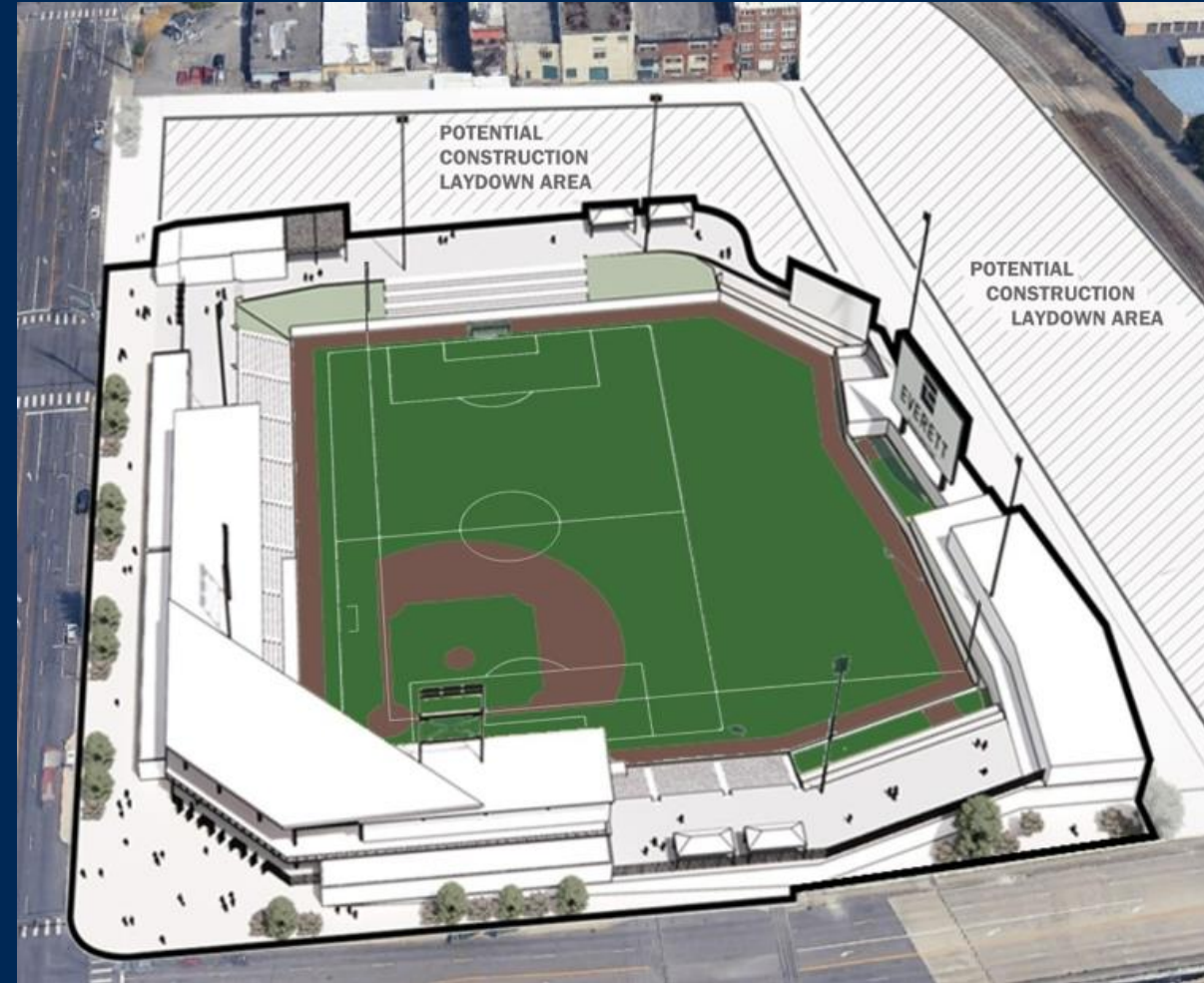
# Getting to Game Ready: TARGETS

- City revenue maximized
- Provide new downtown park
- Meet MLB/USL requirements
- Provide parking to support operations
- Inspire adjacent development, especially housing
- Anchor Everett as 'the' regional event destination



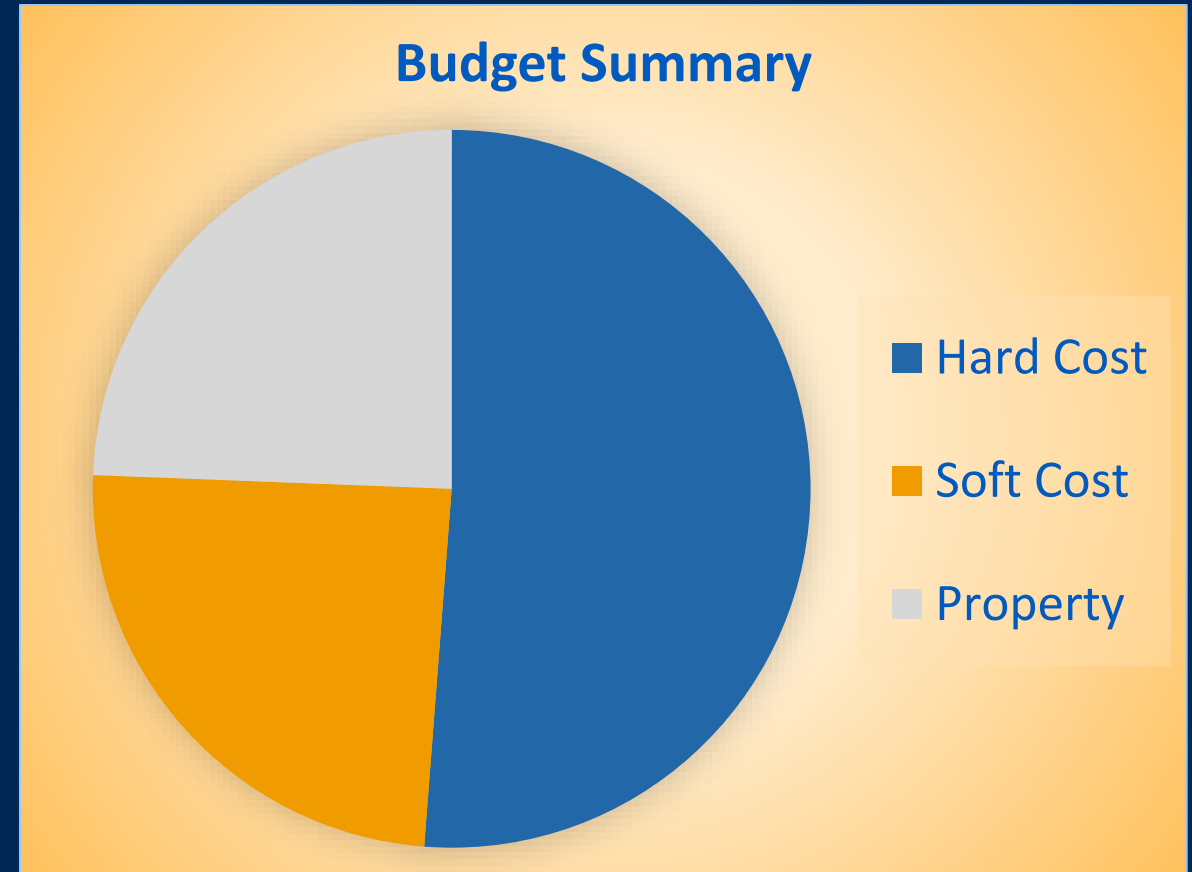
# Getting to Game Ready: CHALLENGES

- Acquire property
- Relocate businesses
- Advance design/costing to 60%
- Attract additional private partners
- Finalize lease negotiations
- Manage cost risk/tariffs
- Secure full funding



# Game Ready, high-quality stadium cost

- Budget Target- \$82 million
  - MLB/USL compliant field, facilities, and parking
  - Modest fan amenities
  - Park Space
- Summary
  - \$42M Hard Cost (construction)
  - \$20M Soft Cost (design, permits, taxes, fees, contingency, etc.)
  - \$20M Property acquisition



# Funding

- City Capital Funds
- State Grant
- Snohomish County
- Private Investment
- Bonds
- Potential Future Funding Options
  - Related Event Center Revenue
  - Increased Private Investment

Sources	Total
<u>Previous Funding Sources</u>	
Fund 145	\$ 1,181,609
Fund 162, CIP 4	\$ <u>1,015,468</u>
	\$ <b>2,197,077</b>
<u>Current Funding Considerations</u>	
Fund 162, CIP 2	\$ 3,000,000
Fund 162, CIP 4	\$ 500,000
Fund 148 (Park Impact Fees)	\$ <u>1,300,000</u>
	\$ <b>4,800,000</b>
<u>Future Funding Options(subj to change)</u>	
Fund 154, CIP 3	\$ 2,000,000
Fund 148 (Park Impact Fees)	\$ 450,000
State Contribution	\$ 7,400,000
Snohomish County Contribution	\$ 5,000,000
Private Contributions	\$ 20,000,000
Revenue-Funded Debt Support*	\$ <u>40,152,923</u>
	\$ <b>75,002,923</b>
<b>Total</b>	<b>\$ 82,000,000</b>
*this amount is required for the project and does not include costs related to debt issuance, interest payments or debt service reserves	



# A promising option to explore

## **Transfer project delivery to third-party non-profit facilitator**

- After 60% design and property acquisition complete
- Independent bond authority with comparable rates to City
- Development team assumes 100% of design/construction risk
- City enters lease with payments upon completion
- Could significantly reduce City's up-front capital contribution

Successfully used by cities, counties, and organizations



# Decisions for June 11

## Three Ordinances

1. Funding
2. Budget Amendment
3. Property Acquisition

Current funding request	<b>\$4,800,000</b>
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- Design to 60%, property, and consultants

### Source of Funds

- |                               |              |
|-------------------------------|--------------|
| – CIP2: Fund 162              | \$ 3,000,000 |
| – Fund 148 (Park Impact Fees) | \$ 1,300,000 |
| – CIP4: Fund 162              | \$ 500,000   |



# Decisions for June 11

## Five Action Items

1. Approve Progressive Design Build (PDB) Team contract to 60% design
2. Select third-party non-profit facilitator to fully explore public/private development partnership for facility

Authorize Mayor to sign:

3. Project Labor Agreement PSA
4. Amendment to SOJ consulting services PSA
5. Property Acquisition - Kimley-Horn PSA

