



EVERETT

WASHINGTON

Everett City Council Preliminary Agenda **12:30 p.m., Wednesday, September 24, 2025** **City Council Chambers**

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: September 17, 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 \$4,700,194.88 For The Period Ending September 6 Through September 12, 2025.

Documents:

[RES_CLAIMS PAYABLE 09.12.25.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,800,547.360 For The Period Ending September 6, 2025.

Documents:

[2025 RESOLUTION FOR PAYROLL PAY PERIOD 19.PDF](#)

(3) Award And Authorize Approximately \$541,000 To Be Spent Over Five Years With Carahsoft Technology Corp From The Washington State Department Of Enterprise Services.

Documents:

[SWIFTLY SOFTWARE.PDF](#)

(4) Authorize Release Of Request For Proposal #2025-061 - 2025 General RFP For Parks Partnerships As Substantially Provided.

Documents:

[GENERAL RFP FOR PARKS PARTNERSHIP.PDF](#)

(5) Authorize The Mayor To Sign The Lease Agreement With Everett Silvertips At 2000 Hewitt.

Documents:

[EVERETT SILVERTIPS 2025 LEASE.PDF](#)

(6) Authorize Amendment No. 1 To Professional Services Agreement With MacLeod Reckord, PLLC. To Provide Construction Support Services For The Forest Park Pickleball Court Installation Project.

Documents:

[FOREST PARK PICKLEBALL COURT INSTALLATION PSA CONSTRUCTION SUPPORT SERVICES AMEND NO. 1.PDF](#)

(7) Accept The Port Gardner Storage Facility – Demolition Project As Complete And Authorize The Mayor To Sign The Certificate Of Completion.

Documents:

[LINCOLN CONSTRUCTION INC_PGSF DEMOLITION PROJECT_FINAL ACCEPTANCE.PDF](#)

(8) Authorize Mayor To Execute Amendment No. 1 To Lease Agreement With Northwest Innovation Resource Center At 2000 Hewitt.

Documents:

[NWIRC LEASE AMENDMENT NO. 1- 2000 HEWITT.PDF](#)

PROPOSED ACTION ITEM:

(9) CB 2508-49 – 1st Reading - Adopt An Ordinance Relating To Indigent Defense Standards, Amending EMC 2.108.390. (3rd & Final Reading 10/8/25)

Documents:

[CB 2509-49.PDF](#)

ACTION ITEMS:

(10) CB 2508-48 – 3rd & Final Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled “North Broadway Pedestrian Bridge” Fund 303, Program 133, To Accumulate All Costs For The Improvement.

Documents:

[CB 2508-48.PDF](#)

(11) Adopt A Resolution Setting October 22, 2025, At 12:30 P.m. As The Date And Time To Hear And Determine The Petition For The Proposed Vacation Of The Remaining Alleys In The Block Bounded By Rockefeller Avenue On The West, Oakes Avenue On The East, Pacific Avenue On The North, And 32nd Street On The South.

Documents:

[ROCKEFELLER APTS ALLEY VACATION_2025.PDF](#)

BRIEFING:

(12) 2026-2030 Everett Housing Strategy

Documents:

[STRATEGIC HOUSING INITIATIVES STRATEGY.PDF](#)
[9.24.25 HOUSING STRATEGY PRESENTATION.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

- Participate remotely via Zoom by registering to speak at everettwa.gov/speakerform. You must register no later than 30 minutes prior to the meeting. You may contact the Council office at 425.257.8703 or aely@everettwa.gov and identify the topic you wish to address.
- Provide written public comments by email to Council@everettwa.gov or mail to 2930 Wetmore Avenue, Suite 9A, Everett, WA 98201. Emailing comments 24 hours prior to the meeting will ensure your comment is distributed to councilmembers and appropriate staff.
- Persons seeking to comment on non-agenda items may be asked to submit the comments in writing if the comment does not address an issue of broad public interest.

AGENDAS, BROADCAST AND RECORDINGS

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

CONTACT THE COUNCIL

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

The City of Everett does not discriminate on the basis of disability in the admission or access to, or treatment in, its programs or activities. Requests for assistance or accommodations can be arranged by contacting the Everett City Council Office at 425.257.8703. For additional information, please visit our website at <https://www.everettwa.gov/3129/American-Disabilities-Act-ADA-and-Title->.



Whereas the claims payable by check against the City of Everett for the period September 6, 2025 through September 12, 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:

[illegible]

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2025

Council President

TOTAL CLAIMS	4,700,194.88
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RESOLUTION NO. _____

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

That the payroll of the employees of the City of Everett as of September 06, and checks issued September 12, 2025, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	13,741.47	7,203.29
003	Legal	100,506.56	26,992.47
004	Administration	50,683.54	9,839.20
005	Municipal Court	106,688.95	26,399.93
007	Personnel	55,452.97	15,378.80
010	Finance	113,598.43	31,114.18
015	Information Technology	126,151.20	34,764.93
018	Communications and Marketing	21,361.13	6,008.29
021	Planning & Community Dev	136,262.28	35,802.07
024	Public Works	245,843.36	68,835.01
026	Animal Shelter	65,705.89	21,587.63
030	Emergency Management	8,446.92	2,407.07
031	Police	1,341,720.28	310,248.96
032	Fire	791,085.74	206,137.00
038	Facilities/Maintenance	111,206.93	34,914.95
101	Parks & Recreation	177,742.69	53,555.82
110	Library	108,005.00	33,862.85
112	Community Theatre	9,108.98	2,375.00
120	Street	83,311.87	26,592.71
153	Emergency Medical Services	428,639.06	107,051.34
197	CHIP	8,107.60	1,780.14
198	Community Dev Block	4,110.32	1,137.96
401	Utilities	979,058.64	322,464.55
425	Transit	573,411.00	190,316.00
440	Golf	47,931.97	14,108.75
501	Equip Rental	92,664.82	30,679.58
		<u><u>\$5,800,547.60</u></u>	<u><u>\$1,621,558.48</u></u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2025.

Council President

Project title: Award and Authorize Approximately \$541,000 to be Spent Over Five Years with Carahsoft Technology Corp from Washington State Department of Enterprise Services

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 9/24/25
Action
Ordinance
Public hearing
Yes x No

Budget amendment:
Yes x No

PowerPoint presentation:
Yes x No

Attachments:
Quote

Department(s) involved:
Procurement, Information Technology, and Transit

Contact person:
Theresa Bauccio-Teschlog

Phone number:
425-257-8901

Email:
tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Award and Authorize Approximately \$541,000 to be Spent Over Five Years with Carahsoft Technology Corp from Washington State Department of Enterprise Services

Partner/Supplier: Carahsoft Technology Corp

Location: N/A

Preceding action: N/A

Fund: 425

Fiscal summary statement:

Funds used to purchase the Swiftly software are from fund 425, Transit. The annual costs are as follows:

Year 1	Year 2	Year 3	Year 4	Year 5
\$107,644.60	\$89,121.78	\$93,576.88	\$98,256.46	\$103,168.80

Subtotal: \$491,768.52

9.9% Tax: \$48,685.08

Total: \$540,453.60

City Procurement Policy requires Council authorization of awards greater than \$250,000.

Project summary statement:

Everett Transit is required to provide detailed reports of ridership and on-time performance to the National Transit Database (NTD). Ridecheck+, the software currently used by Everett Transit, is altering its services, requiring new equipment to be procured and installed to receive the necessary reports for NTD. Staff researched other solutions that would not require new equipment and still provide the reports needed for NTD.

The most cost-effective solution was transitioning software to Swiftly, as it would combine the reporting features with the real-time information shared with passengers through phone calls and text messaging. Shifting the services to Swiftly would save the City approximately \$100,000 over a five-year period.

The software is available through the Washington State Department of Enterprise Services (WA DES) contract #05116/City of Everett contract #2021-047. The City has an Interlocal Agreement with the Washington State Department of Enterprise Services that allows for purchases from its competitively awarded contracts in lieu of soliciting bids on our own.

Recommendation (exact action requested of Council):

Award and authorize approximately \$541,000 to be spent over five years with Carahsoft Technology Corp from the Washington State Department of Enterprise Services.

PRICE QUOTATION

CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8585 | FAX (703) 871-8505
 WWW.CARASOFT.COM | SALES@CARASOFT.COM



TO: Sabina Araya
 IT Project Manager - Transit
 Everett Transit
 2930 Wetmore Ave
 Ste. 6A
 Everett, WA 98201 USA

EMAIL: saraya@everettwa.gov

PHONE:

FROM: Hannah Rose
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: Hannah.Rose@carahsoft.com

PHONE: (571) 662-3121

TERMS: Contract Number: 05116
 NASPO Master Contract Number: AR2472
 Contract Term: 07/17/2017 to 09/15/2026
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 58112419
QUOTE DATE: 07/24/2025
QUOTE EXPIRES: 08/23/2025
RFQ NO:
SHIPPING: GROUND
TOTAL PRICE: \$125,198.66
WA Tax \$12,394.67
TOTAL QUOTE: \$137,593.33

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1						
1	SWFT-RT-RTP-AR-2-491	Annual subscription per vehicle for Real-Time Passenger Predictions, 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-RT-RTP-AR-2	\$480.00	\$336.56 COOP	46	\$15,481.76
2	SWFT-PI-OTP-AR-2-491	Annual subscription per vehicle for On-Time Performance, 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-PI-OTP-AR-2	\$480.00	\$336.56 COOP	46	\$15,481.76
3	SWFT-PI-RT-AR-2-491	Annual subscription per vehicle for Run-Times, 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-PI-RT-AR-2	\$480.00	\$336.56 COOP	46	\$15,481.76
4	SWFT-HT-A-AR-2-491	Annual subscription per vehicle for Hopthru Analyze, 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-HT-A-AR-2	\$625.00	\$472.04 COOP	46	\$21,713.84
5	SWFT-HT-C-AR-2-491	Annual subscription per vehicle for Hopthru Cleanse, 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-HT-C-AR-2	\$962.00	\$363.44 COOP	46	\$16,718.24
6	SWFT-PS-IM-OT-2-491	One-time Implementation Services fee per vehicle, per product, 25-49 vehicle tier. Swiftly, Inc - SWFT-PS-IM-OT-2	\$177.00	\$68.60 COOP	230	\$15,778.00
7	SWFT-PS-PS-OT-AT-491	One-time Professional Services hourly fee. Swiftly, Inc - SWFT-PS-PS-OT-AT	\$236.00	\$151.94 COOP	46	\$6,989.24
YEAR 1 SUBTOTAL:						\$107,644.60
YEAR 2						
12	SWFT-HT-C-AR-2-491	Annual subscription per vehicle for Hopthru Cleanse, 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-HT-C-AR-2	\$962.00	\$381.61 COOP	46	\$17,554.06
YEAR 2 SUBTOTAL:						\$17,554.06



PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
SUBTOTAL:						\$125,198.66

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 2						
8	SWFT-RT-RTP-AR-2-491	Annual subscription per vehicle for Real-Time Passenger Predictions. 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-RT-RTP-AR-2	\$480.00	\$353.39	COOP 46	\$16,255.94
9	SWFT-PI-OTP-AR-2-491	Annual subscription per vehicle for On-Time Performance. 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-PI-OTP-AR-2	\$480.00	\$353.39	COOP 46	\$16,255.94
10	SWFT-PI-RT-AR-2-491	Annual subscription per vehicle for Run-Times. 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-PI-RT-AR-2	\$480.00	\$353.39	COOP 46	\$16,255.94
11	SWFT-HT-A-AR-2-491	Annual subscription per vehicle for Hopthru Analyze. 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-HT-A-AR-2	\$625.00	\$495.65	COOP 46	\$22,799.90
YEAR 2 SUBTOTAL:						\$71,567.72
YEAR 3						
13	SWFT-RT-RTP-AR-2-491	Annual subscription per vehicle for Real-Time Passenger Predictions. 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-RT-RTP-AR-2	\$480.00	\$371.05	COOP 46	\$17,068.30
14	SWFT-PI-OTP-AR-2-491	Annual subscription per vehicle for On-Time Performance. 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-PI-OTP-AR-2	\$480.00	\$371.05	COOP 46	\$17,068.30
15	SWFT-PI-RT-AR-2-491	Annual subscription per vehicle for Run-Times. 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-PI-RT-AR-2	\$480.00	\$371.05	COOP 46	\$17,068.30
16	SWFT-HT-A-AR-2-491	Annual subscription per vehicle for Hopthru Analyze. 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-HT-A-AR-2	\$625.00	\$520.43	COOP 46	\$23,939.78
17	SWFT-HT-C-AR-2-491	Annual subscription per vehicle for Hopthru Cleanse. 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-HT-C-AR-2	\$962.00	\$400.70	COOP 46	\$18,432.20
YEAR 3 SUBTOTAL:						\$93,576.88
YEAR 4						
18	SWFT-RT-RTP-AR-2-491	Annual subscription per vehicle for Real-Time Passenger Predictions. 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-RT-RTP-AR-2	\$480.00	\$389.61	COOP 46	\$17,922.06
19	SWFT-PI-OTP-AR-2-491	Annual subscription per vehicle for On-Time Performance. 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-PI-OTP-AR-2	\$480.00	\$389.61	COOP 46	\$17,922.06



SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
20	SWFT-PI-RT-AR-2-491	Annual subscription per vehicle for Run-Times. 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-PI-RT-AR-2	\$480.00	\$389.61 COOP	46	\$17,922.06
21	SWFT-HT-A-AR-2-491	Annual subscription per vehicle for Hopthru Analyze. 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-HT-A-AR-2	\$625.00	\$546.45 COOP	46	\$25,136.70
22	SWFT-HT-C-AR-2-491	Annual subscription per vehicle for Hopthru Cleanse. 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-HT-C-AR-2	\$962.00	\$420.73 COOP	46	\$19,353.58
YEAR 4 SUBTOTAL:						\$98,256.46
YEAR 5						
23	SWFT-RT-RTP-AR-2-491	Annual subscription per vehicle for Real-Time Passenger Predictions. 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-RT-RTP-AR-2	\$480.00	\$409.09 COOP	46	\$18,818.14
24	SWFT-PI-OTP-AR-2-491	Annual subscription per vehicle for On-Time Performance. 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-PI-OTP-AR-2	\$480.00	\$409.09 COOP	46	\$18,818.14
25	SWFT-PI-RT-AR-2-491	Annual subscription per vehicle for Run-Times. 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-PI-RT-AR-2	\$480.00	\$409.09 COOP	46	\$18,818.14
26	SWFT-HT-A-AR-2-491	Annual subscription per vehicle for Hopthru Analyze. 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-HT-A-AR-2	\$625.00	\$573.77 COOP	46	\$26,393.42
27	SWFT-HT-C-AR-2-491	Annual subscription per vehicle for Hopthru Cleanse. 25-49 vehicle tier. Unlimited agency users. Swiftly, Inc - SWFT-HT-C-AR-2	\$962.00	\$441.76 COOP	46	\$20,320.96
YEAR 5 SUBTOTAL:						\$103,168.80
SUGGESTED OPTIONS SUBTOTAL:						\$366,569.86
TOTAL PRICE:						\$125,198.66
WA Tax						\$12,394.67
TOTAL QUOTE:						\$137,593.33

Contract Term The exact service term (the 'Initial Term'): 60 Months (9/1/2025 - 8/31/2030).
Billing Terms: Annually in Advance

****Please provide tax exempt certificate when placing order, otherwise taxes may need to be added.**

Project title: Authorize release of Request for Proposal #2025-061 - 2025 General RFP for Parks Partnerships as substantially provided

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 9/24/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Request for Proposal

Department(s) involved:

Procurement & Parks and Facilities

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: 2025 General RFP for Parks Partnerships

Partner/Supplier: To be determined

Location: Various

Preceding action: None

Fund: N/A

Fiscal summary statement:

Resulting contracts will be brought to the council for consideration and award.

Project summary statement:

The city is requesting that the City Council authorize the issuance of a Request for Proposals (RFP) to solicit the community for possible public, private, and non-profit partnership proposals for ideas to provide better value for the citizens through partnerships. The RFP is intended to solicit ideas from the public regarding the utilization of park properties or park facilities for community benefit. Proposals could result in public, private, or non-profit partnerships that may increase recreation opportunities for the public, re-purpose or recondition park assets for community use, decrease costs to fund the parks, and generate additional revenue.

This process allows non-profits, businesses, or private individuals to partner with the city to improve the community. If viable proposals are received, the city intends to award multiple contracts from proposals submitted in response to this solicitation. Proposers are encouraged to provide proposals that will enhance the scope of present operations and offer revenue-generating opportunities for the city. The city anticipates this may be a recurring opportunity to explore public-private or non-profit partnerships. This will be the sixth year that the RFP process has been conducted.

Recommendation (exact action requested of Council):

Authorize release of Request for Proposal #2025-061 - 2025 General RFP for Parks Partnerships as substantially provided.



PROCUREMENT

Request for Proposal #2025-061

Procurement Professional Point of Contact:
Theresa Bauccio-Teschlog, MBA, NIGP-CPP, CPPB
Procurement Specialist
(425) 257-8901
bids@everettwa.gov

2025 General RFP for Parks Partnership

TIMELINE - The following represents the schedule for this solicitation.	
Event	Date
Issue Date	September 25, 2025
Site Visit Requests to view sites must be made to the Procurement Professional listed above by Wednesday, October 8 th .	October 13, 2025, 9:00 A.M – 12:00 P.M. A schedule will be publicly posted on Thursday prior to the visit as an invitation for others to attend.
Site Visit Requests to view sites must be made to the Procurement Professional listed above by Friday, October 31 st .	November 5, 2025, 9:00 A.M – 12:00 P.M. A schedule will be publicly posted on Monday prior to the visit as an invitation for others to attend.
Deadline for Final Questions	November 17, 2025, at 11:59 P.M. Pacific Time
Proposal Due Date	December 9, 2025, at 2:00 P.M. Pacific Time
Anticipated Award	Varies depending on the project.
Anticipated Contract Start Date	Varies depending on the project.
Anticipated Contract Term	Contract length will be negotiated based on the proposal and offer.
Submit Sealed Proposals to: City Clerk's Office – Attention: Procurement 2930 Wetmore Avenue, Suite 1A Everett, WA 98201 Clearly label the outside of the sealed envelope containing the original proposal response plus 3 complete identical copies with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Clerk's office by the deadline will be considered. The Clerk's office is open Monday through Thursday from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m.	

Information & Addenda: All Information, including Addenda regarding this solicitation, can be found at:

<https://www.everettwa.gov/2713/Bid-opportunities>

Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a proposal.

Questions: All questions must be requested electronically utilizing the above link or emailed to the Procurement Professional listed above.

Unauthorized contact regarding this Request for Proposal with City of Everett employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Everett. Proposers should rely only on written statements issued by the individual named listed above.

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SECTION 1 - INSTRUCTIONS

1.1 PROPOSAL SUBMITTAL

The City Clerk's office must receive the supplier's proposal in its entirety by 2:00 p.m. Pacific Time. Proposals arriving after the deadline will be returned unopened to their senders. All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Proposal pricing must be submitted on the forms provided in this document. To receive consideration for award, the proposal must be completed and signed by an authorized representative of the supplier. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this Request for Proposal (RFP).

1.2 REQUEST FOR DUE DATE EXTENSION

Suppliers may request an extension of the Proposal Due Date. Suppliers must supply any justification and additional information that will facilitate an evaluation and decision by the City of Everett. Any approved extension will be issued in an addendum.

1.3 WITHDRAWAL OF PROPOSALS

Suppliers may withdraw a Proposal that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the supplier must be submitted to the Procurement Professional named on the Request for Proposal cover sheet.

1.4 SINGLE RESPONSE

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, the RFP may be canceled.

1.5 MULTIPLE PROPOSALS

Suppliers interested in submitting more than one Proposal may do so long as each Proposal stands alone and independently complies with the instructions, conditions, and specifications of this RFP.

1.6 EVALUATION AND AWARD

The City of Everett will award the Proposal to the responsive and responsible supplier(s) whose offer best meets the needs of the City or reject any and all Proposals.

- a. Responsive Supplier – A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.
- b. Responsible Supplier – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.7 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES & REJECTION OF PROPOSALS

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities and informalities contained in any proposal submitted and accepted by the City. The City further reserves the right to make awards to the responsible offer whose proposal is determined to be the most advantageous to the City of Everett. The City of Everett reserves the right to reject any and all proposals.

1.8 EXCLUDED PARTIES

All suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from federal procurement or non-procurement programs.

<https://www.sam.gov>

1.9 BUSINESS LICENSE

The successful supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett Business & Occupation (B & O) Tax, when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

1.10 BID PROTEST PROCEDURES

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46, which can be found at: <https://everett.municipal.codes/>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

1.11 NON-ENDORSEMENT

As a result of the selection of a supplier to provide the commodities described in Section 2 to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The supplier agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City of Everett.

1.12 PUBLIC DISCLOSURE

All materials submitted in response to this RFP become the property of the City of Everett. Selection or rejection of a proposal does not affect this.

Pursuant to Chapter 42.56 RCW and other applicable law, all materials (including, for example, proposals and pricing in proposing) submitted under this RFP are public records and will be, unless determined otherwise by the City in the City's sole discretion consistent with applicable law, available for inspection and copying by the public following contract award. The City has no obligation to withhold from disclosure materials designated as confidential or proprietary. The City has no obligation provide any notices prior to disclosure.

Materials will not be released by the City of Everett prior to contract award in order to protect the integrity of the procurement process unless otherwise required by law.

Proposers by submission of materials in response to this RFP acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to proposer for the disclosure of any material submitted by proposer in response to this RFP.

1.13 RESPONSE PROPERTY OF THE CITY OF EVERETT

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

1.14 NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this RFP does not compel the City of Everett to purchase.

1.15 COST OF PREPARING PROPOSALS

The City of Everett is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

1.16 CONTRACT TERMINATION

In determining any contract award, the City of Everett reserves the right to consider past performance by the suppliers in the City of Everett contracts. If the City of Everett has previously terminated a contract with a supplier for the supplier's default or other non-performance, the City of Everett reserves the right to reject bids or quotes received from that supplier.

1.17 RECYCLE

The City of Everett is committed to the environment and encourages suppliers to recycle materials to the extent practicable.

1.18 COOPERATIVE PURCHASING (NOT APPLICABLE)

SECTION 2 – SCOPE OF WORK

2.1 INTENT SUMMARY

This Request for Proposals (RFP) process provides an avenue for suggestions that could result in partnerships that will increase recreation opportunities for the public, repurpose or recondition park assets for community use, and generate revenue for the City of Everett Parks & Facilities department. Depending on the complexity of the project, the expected contract start date for these RFPs would be sometime in 2026 - 2027.

This Request for Proposal provides an opportunity for non-profits, businesses, or private individuals to partner with the city to improve the community. The City intends to award multiple contracts from proposals submitted in response to this solicitation. Although project ideas are listed below, Everett Parks is open to all ideas for any Parks-owned property, including different or enhanced services where service currently exists. Do not limit your imagination to only the projects listed below. These ideas are just a small sampling of underutilized park assets owned by the City of Everett that could be great locations for your business.

This is a recurring proposal opportunity, the sixth solicitation in as many years. To score well, projects must enhance Park assets or increase recreational opportunities within the community. Proposals will score higher if they also generate revenue for the department.

2.2 BACKGROUND

The City of Everett Parks & Facilities Department has forty-five (45) park properties, two (2) Municipal Golf Courses, an Animal Shelter, a Senior Center, a Swim Center, facility rental halls, athletic sports complexes at Kasch Park, Phil Johnson Park, Senator Henry M. Jackson Park, Garfield Park, and American Legion Park. The Department also contracts for the management of the Legion Memorial and Walter Hall Golf Courses, the Carl Gipson Center, and the Everett Performing Arts Center. The City of Everett's population and park systems have continued to grow, and now more than ever, it is important to create a vision for the future of Parks and Recreation within our City.

During the previous General RFP processes, the City accepted the following projects and is moving forward with negotiations on 10 of the 21 responses that were received. Some projects that are being negotiated or have resulted in contracts from a previous Request for Proposal process include:

- Management of the Legion Memorial and Walter Hall golf course pro shop and food & beverage operations.
- Concession Agreement for Phil Johnson ballfields.
- Use of the Camp Patterson site at Silver Lake for day camps.
- Adult softball leagues at Kasch Park.
- Paddleboard rentals at Silver Lake which are no longer active.
- Management of the Carl Gipson Center.
- Lease of the greenhouses at Legion Park, which are no longer active.
- Lease of the Kasch Athletic Offices.

- Outdoor Preschool at Howarth Park
- Kayak rentals at Thornton A. Sullivan Park

Several building assets within Everett Parks are underutilized, as well as open spaces where recreation and community access could be created. The general RFP process is open for all ideas and proposals for any City of Everett parkland or park building assets. Some examples of park locations that could be utilized for your business and that the Parks department is especially interested in receiving proposals for include:

- Forest Park Swim Center, 802 E. Mukilteo Boulevard.
- Animal Farm Area, Forest Park, 802 E. Mukilteo Boulevard.
- Forest Park Preschool, 802 E. Mukilteo Boulevard.
- Legion Park Greenhouses 145 Alverson Boulevard.
- Legion Park Horticulture Office, 145 Alverson Boulevard.
- Legion Memorial & Walter Hall Golf Course Restaurant Areas.
- Cemex Property north of Phil Johnson Ballfields, 400 Sievers Duecy Boulevard.
- Senator Henry M. Jackson Park and Ballfields, 3302 18th Street.
- Other ideas include golf driving ranges, BMX tracks, skating venues, and dedicated covered pickleball courts.

The City's Park patrons include families, youth and adult sports organizations, dog enthusiasts, senior citizens, joggers, walkers, boaters, bicyclists, sports lovers, gardeners, boaters, and outdoor enthusiasts of all ages.

2.3 **POTENTIAL OPPORTUNITY EXAMPLES**

It is important that the proposals that are received accurately reflect the growing needs of the City's residents and visitors and that the outcomes are rich in community benefit, provide revenue to the department, or greatly improve a park asset. A list of the developed park properties is listed in Appendix A, and proposals can be received for any Everett Park property.

The City is seeking proposals for the development and operation of facilities incorporating enhanced recreational amenities in parks, such as non-traditional, adventure, or extreme sports like BMX, skate parks, throwing venues, paintball, zip line, disc golf, and pump tracks at one or more Everett Parks properties. Additionally, the city is interested in improvements made to existing facilities in exchange for use, such as turf multiuse fields, rental operations, long and short-term rentals, leases, revenue share opportunities, or management agreements for existing facilities. Finally, the city is seeking proposals for the development and operation of year around or seasonal full-service restaurants, gift shops, dance studios, martial arts, or other businesses interested in partnering with Parks to either rent, lease, or share revenue with the City and offer convenience and fun for residents utilizing the Parks. Proposals should follow the format listed in Section 4, which requests an outline of the general idea and location of what is being proposed, including the benefits to the city, City residents, and visitors. If a proposal advances, formal discussions will take place with the potential for contract negotiations. Any modifications to City property are subject to the state prevailing wage rates.

Example Park properties include, but are not limited to:

❖ Forest Park Area:

- Forest Park Swim Center, 16,390 sf. Photos in Appendix B, Item 1. The structure includes a large natatorium, lobby entry, locker rooms, staff office, main pool, spa, family changing rooms, sauna, separate mechanical rooms for main pool and spa, mechanical mezzanine above locker rooms, large outside concrete sun deck, and modest outside children's wading pool. This pool facility has been incrementally modernized since construction in 1976 but has been dormant for the past 5 years. During the last 5 years that the pool was open (2015-2020), the following projects took place:
 - Natatorium lighting, exhaust fan motor, and ceiling fan replaced.
 - Replaced circulation pumps, flow meter, and chlorine feed to indoor and outdoor pools.
 - Replaced main boilers and hot water boilers and installed tankless units in locker rooms.
 - Replaced MCC and control system.
 - Upgraded electrical distribution system for the main pump room and spa.
 - Replaced chiller supply pump.
 - Added new heat exchanger supply pump.
 - Rebuild the Sauna interior and controls.
 - Replaced sump pump drain.
 - Replaced heating and cooling elements of the HVAC system.
- Forest Park Swim Center Building – Non-Pool Uses. Everett Parks is open to proposals for the Forest Park Swim Center building that does not include pool use. Some ideas that emerged from the 2023 Swim Center Feasibility Study include:
 - Converting a portion of the indoor and outdoor space into an Early Learning Center and play area. Photo in Appendix B, Item 1.
 - Converting the indoor and outdoor space into a skate park. Photo in Appendix B, Item 1.
 - Converting the indoor space into recreational courts. Photo in Appendix B, Item 1.
 - Other ideas that were part of the study but that do not have drawings included are:
 - Conversion to Private Lease space
 - Event Center
 - High Ropes Course
 - Bouldering or Rock Climbing
 - BMX Biking and Pump Track
 - Yoga & Group Fitness Center
 - General Fitness Uses
- Animal Farm in Forest Park, 802 E. Mukilteo Blvd. The area comprises 8 buildings on the west side of Forest Park. Photos in Appendix B, Item 2.
 - The Animal Farm Program spaces and sizes are described below:
 - Classroom – 720 SF
 - Bunny Bank – 80 sf
 - Bunny Barn – 200 sf
 - Duck Building – 200 sf
 - Horse Barn – 1,100 sf
 - Main Barn and Office – 828 sf
 - Pig Building – 150 sf
 - Poultry Building – 350 sf

- Animal Farm - Everett Parks is open to proposals and opportunities to convert the existing Animal Farm space for another non-farm use as well.
 - Fieldhouse is currently set up as a preschool classroom in Forest Park, 802 E. Mukilteo Blvd., 1500 SF. This site includes a classroom or meeting space, restroom, and kitchenette with refrigerator, microwave, sink, and storage. A successful non-licensed preschool has been running out of this location for several years. The city would like to find a partner to run their own preschool business out of this location, which would result in the city earning rent or profit sharing. Photos are provided in Appendix B, Item 3.
 - Lion's Hall is currently used as a rental hall in Forest Park, 802 E. Mukilteo Blvd., 1,800 SF. This site includes new vinyl laminate floors that could be used as a classroom or meeting space, two (2) restrooms, and a kitchenette with refrigerator, stove, sink, and storage. Photos in Appendix B, Item 4.
 - Spruce Hall has been used for short meetings in Forest Park, 802 E. Mukilteo Blvd., 768 SF. This is a room with hardwood floors and no restroom, although Forest Park restrooms are within walking distance. Photos in Appendix B, Item 5.
 - Concession Opportunity, in Forest Park, near Recreation Office and horseshoe area, 802 E. Mukilteo Blvd. Photos in Appendix B, Item 6.
 - Location Description: asphalt pad by parking lot.
 - Amenities: electricity and water.
 - Demographics: children, parents, park users, special event participants.
 - Peak Season: May through September.
 - Potential offerings: kettle corn, ice cream, snacks, drinks, espresso.
 - i. Concession Opportunity, in Forest Park, near Floral Hall and the Forest Park Swim Center, 802 E. Mukilteo Blvd. Photos in Appendix A, Item 7.
 - Location Description: asphalt pad.
 - Amenities: prime location for mobile vendors for parties and events.
 - Demographics: children, parents, park users, special event participants.
 - Peak Season: May through September.
 - Off-Peak Season: October through April.
 - Potential offerings: food truck-style concessions.
- ❖ American Legion Park Area:
- ii. Legion Park Horticulture Office and Greenhouse Area, 145 Alverson Blvd. The gravel area at the south side of Legion Park has historically been used as park maintenance offices and the hub of horticulture activities in Everett. Everett eliminated the annual flower program in 2020, leaving the greenhouses and offices available for rental or lease by an interested organization. The city is interested in receiving responses for all or part of the buildings listed below. Photos in Appendix B, Item 8. Access through the property by the Legion Memorial Golf staff would be required.

- Horticulture Offices – 2600 sf
- Horticulture Classroom – 1600 sf
- Greenhouse 3 – 1400 SF
- Greenhouse A – 1000 SF
- Greenhouse B – 1400 SF

❖ Cemex Property North of Phil Johnson Ballfields:

- The Cemex Property is located just north of the Phil Johnson Ballfields, 400 Sievers Duecy Blvd. Photos in Appendix B, Item 9. Proposals for this location must have capital to invest in their project. Partnerships with other organizations to increase recreational opportunities and share costs are highly encouraged. There will also be a need for permitting, planning, and construction. The City encourages proposals to be submitted that are contingent upon the ability to use the site as desired. Below are just a few ideas:

- RV Park to serve the needs for tournaments at Phil Johnson ballfields
- BMX Track
- Pump Track
- Skate Park
- Multi-use fields for Soccer, Lacrosse, Baseball/Softball
- Any court sports

Once Everett Parks finds a viable partner to invest in recreational opportunities at Cemex, then Parks would likely move forward with a master plan and use Park Impact Fee dollars to add open space and other park amenities on site.

❖ Senator Henry M. Jackson Park and Ballfields:

- Jackson Park, as it is more commonly referred to, is home to two (2) baseball fields, a community garden, a restroom, and open space looking out over the Snohomish River, 3302 18th St. Photos in Appendix B, Item 10.

❖ Legion Park & Walter Hall Golf Course Restaurant Areas:

- iii. Legion Memorial Golf Course Restaurant: The full-service restaurant at Legion Memorial Golf Course has a seating capacity of 162, with banquet seating options and a small private dining area for up to 20 people. Outdoor patio seating can accommodate up to 16 people. Photo in Appendix B, Item 11.

Additional amenities include:

- Walk-in refrigerator and freezer
- Hot dog roaster
- Fryer
- Beverage cooler

- Walter E Hall Golf Course Restaurant: The full-service restaurant at Walter E Hall Golf Course has a seating capacity of 32 in the restaurant and patio seating of up to 16 people. Photos in Appendix B, Item 12. Additional amenities include:

- Walk-in refrigerator and freezer
- Hot dog roaster

- Fryer
- Beverage cooler

❖ Eclipse Mill Park, scheduled to open in 2028:

- The new 3-acre park at Eclipse Mill along the Snohomish Riverfront is scheduled to open in 2028. It will include amenities such as a parking lot, restroom, open space, and non-motorized boat access. Photos are in Appendix B, Item 13.

2.4 CONTRACT TRANSITION

In the event of a follow-on contract award to another supplier, the Proposer shall ensure a cooperative and smooth transition to a new contract provider and shall provide all records, status reports, and contract files as agreed with the provided notice of termination.

SECTION 3 – PROPOSAL EVALUATION PROCESS

3.1 GENERAL

All proposals will be reviewed to determine compliance with the requirements specified in the RFP. Proposals will be evaluated on how well they meet the city's needs, as described in the supplier's response to each requirement and the evaluation criteria identified in this RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

3.2 SELECTION PROCESS

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms that the supplier can offer. The specifications may be altered by the City of Everett based on the supplier's proposal, and an increase or reduction of services with the supplier may be negotiated before contract signing, award, and execution.

3.3 CONTRACT AWARD AND EXECUTION

A contract award will be for the supplier that best meets the needs of the City of Everett.

The award of a contract to the successful supplier will be the notice of acceptance. The award of a contract will bind the supplier to furnish the service in accordance with the information herein, responses to questions, the supplier's proposal, other representations made, and all other terms and conditions of the contract in its final form.

3.4 EVALUATION CRITERIA

Proposals will be evaluated based on the following weighted criteria and how well they meet the needs and requirements as described in the RFP.

#	Criteria	Points	Description
1	Qualifications and Relevant Experience	50	Evaluate responses to Questionnaire 4.03.
2	Technical Capability, Approach, and Capacity	100	Evaluate responses to Questionnaire 4.03.
3	Communication and Recreational Benefit	100	Evaluate responses to Questionnaire 4.03.
4	Risk, Performance, and Quality Assurance	25	Evaluate responses to Questionnaire 4.03.
5	Price Proposal	225	Evaluate Suppliers' price proposals to determine if the cost is fair and reasonable. Proposed prices: • are realistic for the work to be performed and • demonstrate that the Supplier understands the Scope of Work.
	Total	500	

3.5 INTERVIEWS

The City of Everett may request interviews with the highest-ranked Supplier(s). The purpose of the interview, if held, will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to the City of Everett. Finalist(s) must have key employees available for these interviews. The City of Everett will notify the finalist(s) of the time, date, and location for an interview or conference call.

DRAFT - NOT TO BE USED FOR BIDDING

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a proposal that must demonstrate an understanding of the project requirements as stated throughout this Request for Proposal.

Proposals in response to this RFP must be submitted in the order specified below. Proposal responses must include:

- 1. Supplier Commitment and Information (included)**
- 2. Price Sheet (included)**
- 3. Narrative responses** to the questions asked. Suppliers should re-type the heading, question identifier, and question. Then, answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.
- 4. Certificate of Non-Debarment/Suspension (included)**

4.2 SUGGESTED RESPONSE FORMAT

- Standard 8 1/2" x 11" paper
- Single or double-sided, numbered pages
- Typed with a minimum of 12-point font
- Form 4.03 – re-type the question before responding

Sealed Proposal Submissions must be submitted in a SEALED ENVELOPE using the optional Proposal Opening Label (below) or clearly marked with the Proposal Number and Title to the City of Everett no later than the proposal due date and time.

URGENT – SEALED PROPOSAL ENCLOSED
Do Not Delay – Deliver Immediately

URGENT		City Clerk's Office Attention: Procurement 2930 Wetmore Ave, Suite 1A Everett, WA 98201	URGENT
	RFP Number:	2025-061	
	RFP Title:	2025 General RFP for Parks Partnership	
	Procurement Professional:	Theresa Bauccio-Teschlog, MBA, NIGP-CPP, CPPB	
	Supplier:		

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

REQUEST FOR PROPOSAL #2025-061 2025 General RFP For Parks Partnership

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Diversity Certification (if applicable): ☐ Disadvantaged Business Enterprise (DBE) ☐ Minority Business Enterprise (MBE) ☐ Women Business Enterprise (WBE) ☐ Minority Women Business Enterprise (MWBE) Certification number:		
Website:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 300 calendar days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and Date:	

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2025-061 2025 General RFP For Parks Partnership

Supplier Name:

Prices must include providing all services as detailed in the Scope of Work.

Provide a complete price proposal describing the financial revenue or other financial benefits offered.

1. Define the proposed City of Everett Park property location(s).
2. In one paragraph, describe the project. What do you hope to do at this location?
3. Describe the suggested revenue model, including anticipated or forecasted revenue from your proposal and proposed city compensation.
4. Clearly define the proposal's expectations for city funding.
5. Include detailed project costs incurred by the proposer to create a turn-key operation, including initial and ongoing costs.
6. Describe and include the value of any capital improvements that will be provided at no cost to the city.
7. Describe any immediate tenant or asset improvements the city will gain from your project.

FORM 4.03 QUESTIONNAIRE

Suppliers must complete this "Questionnaire," providing the information in the same order requested below. In their narrative, suppliers may emphasize any areas of their proposal that they believe exceed our requirements.

1. Qualifications and Relevant Experience

- A.** Briefly describe your company and any partners. Include how long each company has been in business.
- B.** Describe the qualifications of your company, its business experience, and achievements.
- C.** Describe the previous experience of each organization implementing similar projects or providing services to Parks or similar venues.
- D.** Who are you proposing to be the project manager if awarded this contract? What is their experience with this work and other aspects pertinent to this project? What are their years of experience, years in the industry, years with the firm, years of applicable licenses, etc.?

2. Technical Capability, Approach, and Capacity

- A.** What is your approach to this project? What length of contract is needed to make this endeavor worth it for your business? Describe your execution, management, and control of the project. Include a business plan specific to this proposal and a financial proforma that covers the duration of the contract you are proposing.
- B.** Describe any environmental or sustainability benefits of your proposal. Include sustainable related strategies, practices, services, or products that may reduce the environmental impact.
- C.** Provide a timeline plan for this project.
- D.** Describe the proposed customer service plan. This includes, at a minimum, the process of addressing customer comments, complaints, issues, and incidents received via any communication channel. Include the process for keeping the City informed of complaints that are received.
- E.** Does your firm intend to subcontract any portion of this contract? If so, please provide the following: the name of the firm(s), the percentage of work to be performed by each subcontractor, and a description of the nature of work performed by each.

3. Communication and Recreational Benefit

- A.** Describe how the City of Everett Parks Department, residents, or visitors will benefit from your project. Why should the City accept your proposal in terms of community and recreation benefits? How many people do you anticipate serving annually?
- B.** Describe how your proposal would benefit Everett's diverse population, including marginalized, underrepresented, and at-risk communities.
- C.** Describe any other benefits to the city, residents, and visitors that have not already been addressed.

4. Risk, Performance, and Quality Assurance

- A.** Submit no more than five (5) completed relevant project experiences within the past ten years that demonstrate successful contract performance similar in size and scope as described in this RFP, including any government experience. Include the following for each reference:
 - a. Company name and full address
 - b. Point of contact name, title, e-mail address, and phone number
 - c. Contract title, number, start, and completion dates.
 - d. Contract description and service details.
- B.** Disclose any legal action that is in progress or has been taken against the proposing entity or individuals in the last five years.
- C.** Disclose all business transactions and relations within the last five years that may create or be perceived to create a conflict of interest. Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.

**FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION
REQUEST FOR PROPOSAL #2025-061 2025 General RFP For Parks Partnership**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER

INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project),
_____ hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

The Supplier, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. and Title 2 CFR Part 180 are applicable thereto.

Signature of Authorized Official

Title of Authorized Official

Date

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.

SECTION 5 – ACRONYMS & DEFINITIONS

Bidder: see “Supplier”.

CFR: Code of Federal Regulations.

City: refers to the City of Everett (“COE”), located in Washington State.

Code Requirement: all applicable requirements of the City of Everett Municipal Code (EMC) Title 16, along with any applicable codes including, but not limited to, International Mechanical Code, International Plumbing Code, and International Energy Conservation Code. EMC Title 16 can be found here:

<https://everett.municipal.codes/EMC/16>

Contractor: see “Supplier”.

Contract Administrator: see “Procurement Professional”.

Cost Analysis: comparison of offered price to the offeror’s own costs and evaluation of the difference (profit).

Desired Features: features that a requested commodity or solution does not have to possess to be considered responsive. However, inclusion of such features are considered value added qualities that may lead to a higher level of success and evaluation score for the proposal response. These are in addition to the salient characteristics included in the solicitation.

L&I: the Washington State Department of Labor and Industries.

Lower Tier Participant: see “Supplier”.

Mandatory Features: a condition set out in the scope of work or specifications that must be met without alteration. Not meeting a mandatory requirement may be grounds for disqualification of a bid or proposal.

Must: see “Shall”.

Offeror: see “Supplier”.

Price Analysis: comparison of proposed price to comparable pricing data.

Prime Contractor: see “Supplier”.

Procurement Professional: the individual in Procurement assigned by the City of Everett who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details, or delivery schedule.

Project Manager: the individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring all Contractor work performed to ensure compliance with the contract requirements. The Project Manager is the Contractor’s primary point of contact and acts as the agency’s representative in charge of work at the site.

Proposer: see “Supplier”.

RCW: Revised Code of Washington.

Recipient: see “City”.

Shall or Must: the terms “shall” or “must” are used whenever a specification expresses a requirement by either the City or the Supplier.

Subcontractor: the individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Supplier to perform any portion of the work covered by this contract.

Submittals: information which is submitted to the City of Everett by the Supplier.

Supplier: the individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a response to perform the work.

UCC: Uniform Commercial Code.

WAC: Washington Administrative Code.

APPENDIX A – Developed Park Properties

- 1 AMERICAN LEGION MEMORIAL PARK**
145 Alverson Blvd.
Playground, restrooms, shelter, trails, baseball, basketball, tennis / 18.5 acres / bus 6
Includes: EVERGREEN ARBORETUM & GARDENS
evergreenarboretum.com
- 2 BAYSIDE PARK**
2200 Grand Ave.
Adjacent to: Bayside Neighborhood Centennial P-patch / view / 1 acre
- 3 BRIDLE PARK**
Sound Ave.
Green space / 1 acre / bus 18
- 4 CASCADE VIEW PARK**
88th St. & 7th Ave.
Green space / 1 acre / bus 12
- 5 CENTURY PARK**
Berkshire Dr. SE & Elliott Way Green space / .4 acres / bus 7,8
- 6 CLARK PARK**
2400 Lombard Ave.
Playground, tennis / 2.4 acres / bus 7
- 7 DOYLE PARK**
3420 Grand Ave. Playground / 2 acres / bus 7
- 8 DREW NIELSEN NEIGHBORHOOD PARK**
13th & Colby Ave. Playground, gazebo / .4 acres
- 9 EDGEWATER PARK**
3731 W Mukilteo Blvd.
Playground, basketball, tennis / 1.5 acres / bus 18
- 10 ELM ST. PARK**
Olympic Blvd. & View Ridge Dr.
Green space / .2 acres / bus 3,18
- 11 EMMA YULE PARK**
4817 Rucker Avenue / 1 acre
- 12 FOREST PARK**
802 E Mukilteo Blvd.
Swim Center, playground, restrooms, shelter, trails, basketball, street hockey, horseshoes, tennis, water playground (summer), animal farm (summer) 197 acres / bus 3,18, requires uphill walk into park
- 13 GARFIELD PARK**
2300 Walnut St.
Playground, restrooms, baseball, basketball, bike
polo, pickle ball, tennis / 5.6 acres / bus 4,29
- 14 GRAND AVE. PARK**
1800 Grand Ave. View / 5 acres
- 15 HANNABROOK PARK**
5815 Brookridge Blvd.
Playground, trails, basketball / 6 acres / bus 3
- 16 HARBORVIEW PARK**
1621 W Mukilteo Blvd.
Trails, view / 8 acres / bus 18
- 17 HAUGE HOMESTEAD PARK**
1819 121st St. SE
Playground, shelter, restrooms, trails, fishing 3.3 acres / bus 29
- 18 HOWARTH PARK**
1127 Olympic Blvd.
Playground, restrooms, trails, tennis 28 acres / bus 18, requires walk
- 19 INTERURBAN PARK**
Madison St. & Commercial Ave.
Green space / .2 acres / bus 8, 4 blocks to 29
- 20 JETTY ISLAND (Jul & Aug)**
10th St. & W Marine View Dr.
Take the free ferry to the jetty / Donations welcome Restrooms, trails, saltwater beach, beach volleyball 127 acres / bus 6, walk about 6 blocks to
10th St boat launch
- 21 J.J. HILL PARK**
Hewitt Ave. & Broadway
Green space / .15 acres / bus 7,18
- 22 JOHNSTON-KELLY PARK** 46th St. SW & Basswood Dr. Trails / 4.8 acres / bus 3
- 23 JUDD & BLACK PARK**
Hewitt Ave. & Maple St.
Green space / .4 acres / bus 3,4,29
- 24 KASCH MEMORIAL PARK**
8811 Airport Rd.
Playground, restrooms, shelter, trails, baseball, flag football, lacrosse, soccer, softball / 60 acres / bus 8,12
- 25 KIWANIS PARK**
36th & Rockefeller Ave.
Playground, basketball / 1 acre / bus 3,18
- 26 LANGUS RIVERFRONT PARK & TRAIL**
400 Smith Island Rd.
Restrooms, shelter, trails, view, fishing, rowing, boat launch* / 96 acres
- 27 LIONS PARK**
7530 Cascade Dr.
Playground, trail, basketball
Click & Go Visually Impaired Wayfinding 3.35 acres / bus 8
- 28 LOGANBERRY LANE PARK**
9201 18th Ave. W
Trail, off-leash area / .2 acres / bus 8,12
- 29 LOWELL PARK**
4605 S 3rd Ave.
Playground, restrooms, off-leash (designated area only), basketball, tennis / 10 acres / bus 29
- 30 LOWELL RIVERFRONT PARK & TRAIL**
1400 Lowell River Rd.
Trail, view, fishing / 7 acres / bus 29
- 31 MAGGIE'S PARK**
Everett Ave. & W Marine View Dr. V
- 32 NORTH & SOUTH VIEW PARK**
510 W Marine View Dr. View / 4.5 acres / bus 6
- 33 PHIL JOHNSON BALLFIELDS**
400 W Sievers Duecy Blvd.
Playground, restrooms, concessions area, baseball, fastpitch softball
13 acres / bus 3,8
- 34 RIVERSIDE PARK**
Everett Ave. & E Grand Ave.
View / .2 acres / 3 blocks to bus 4
- 35 ROTARY PARK**
3505 Lowell-Snohomish River Rd. Restrooms, trail, fishing, view, boat launch*
11.3 acres / 3 blocks to bus 29
- 36 RUCKER HILL PARK**
621 Laurel Dr. / 2 acres
- 37 SENATOR HENRY M. JACKSON PARK**
1700 State St.
Playground, shelters, restrooms, baseball, basketball, softball / 15.25 acres / bus 4,29
- 38 SOUTH EVERETT FOREST PRESERVE**
1017 109th St. SE / 15 acres / Trail
- 39 SUMMIT PARK**
Summit Ave.
View / 3 acres / bus 4, 4 blocks to bus 29
- 40 THORNTON A. SULLIVAN PARK**
11405 W Silver Lake Rd.
Playground, restrooms, shelters, trails, view, basketball, disc golf, fishing, table tennis on the beach / 35.3 acres / bus 29
- 41 VIOLA OURSLER VIEWPOINT**
721 E Marine View Dr. View / .25 acres / bus 4
- 42 WALTER E. HALL PARK**
1226 W Casino Rd.
Playground, restrooms, soccer, skate park / 9 acres / bus 12
- 43 WETMORE THEATREPLAZA**
2710 Wetmore Ave.
Amphitheater / bus 3,7,29
- 44 WIGGUMS HOLLOW PARK**
2808 10th St.
Playground, shelter, baseball, basketball, skate park 10 acres / bus 4,29
- 45 DEER PARK**
Corner of 13th Ave W and 55th St. SW
Playground
.25 acres
- 46 GREEN LANTERN PARK**
19th Ave. SE on the east bank of Silver Lake
Perimeter walkway, picnic tables and benches
.9 acres

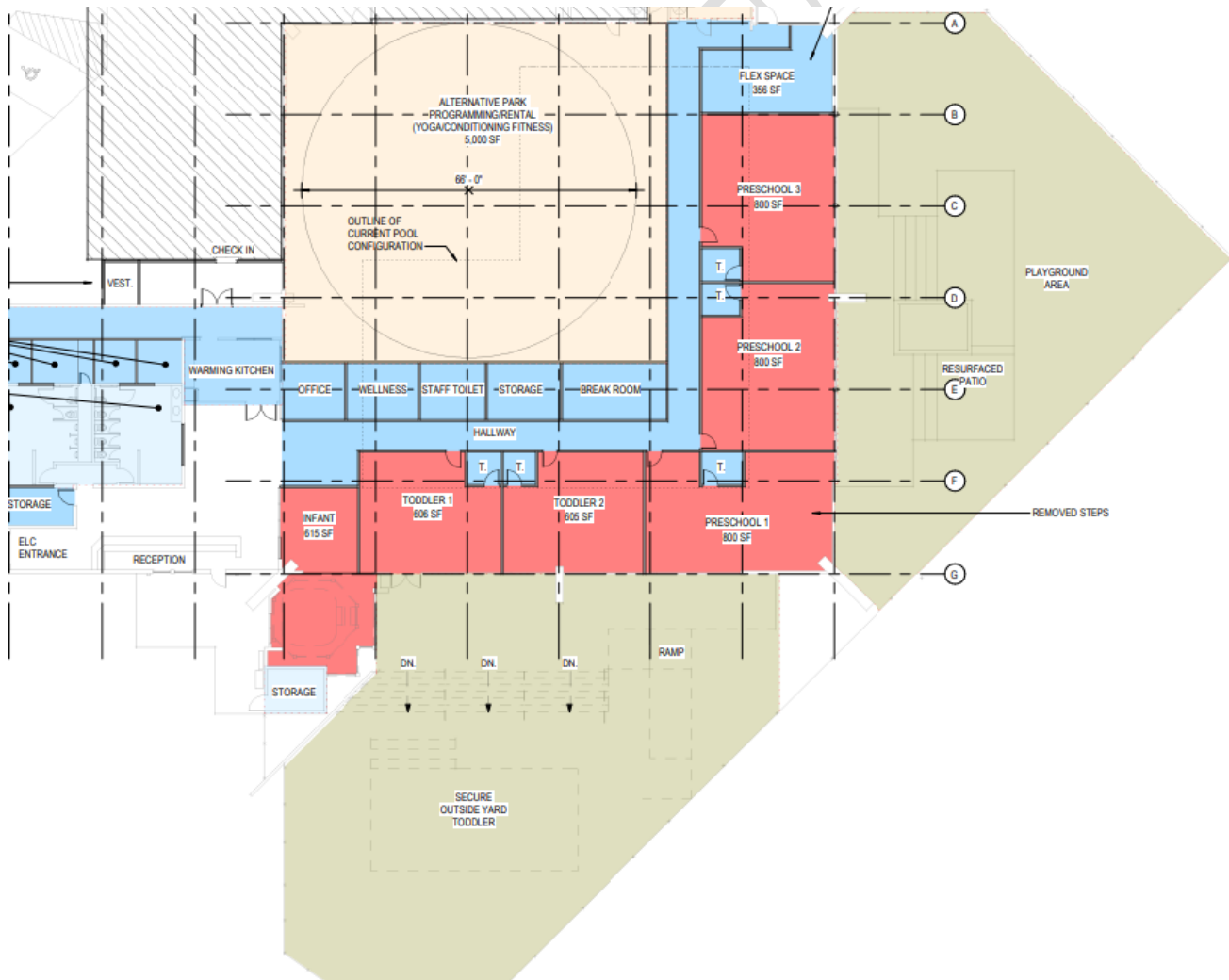
*BOAT LAUNCH FOR ROTARY & LANGUS PARK
Single launch \$10 / VISA, MC, cash and check accepted.

APPENDIX B

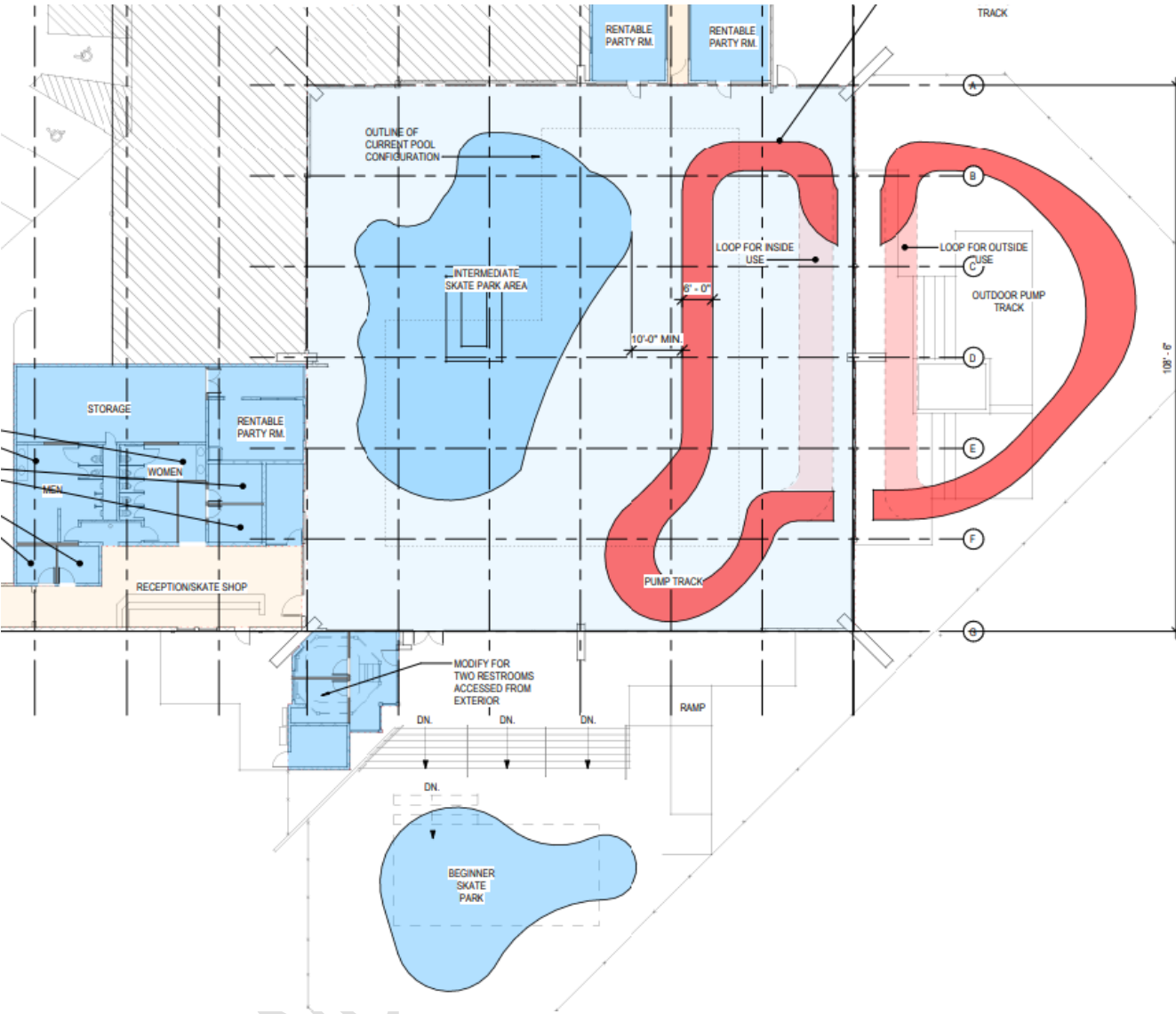
Item 1: Forest Park Swim Center – Pool and Non-pool Uses.



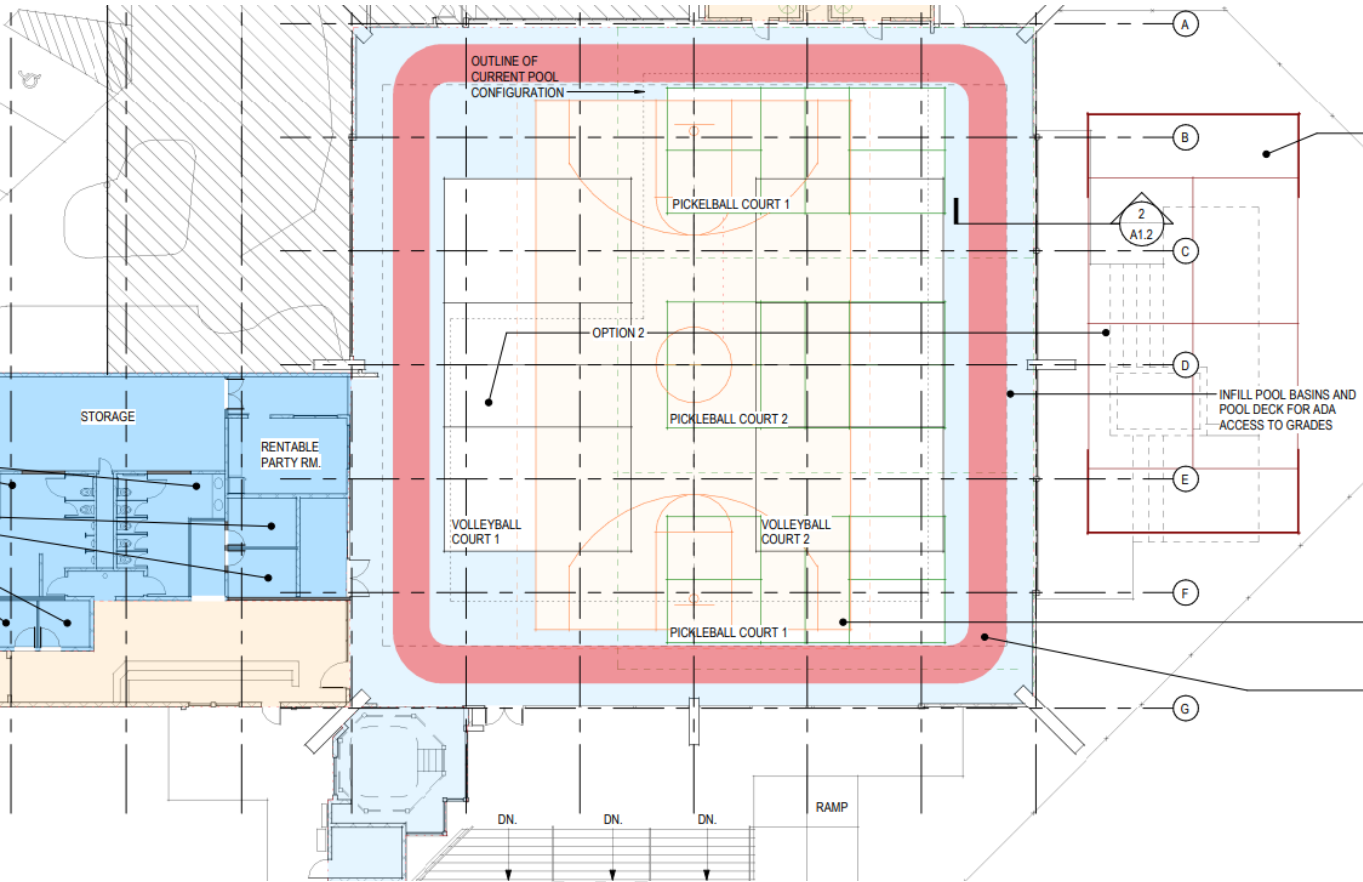
Forest Park Swim Center conversion to Early Childhood Learning Center



Forest Park Swim Center conversion to Indoor and Outdoor Skate Park



Forest Park Swim Center conversion to Recreational Courts:



Item 2: Animal Farm at Forest Park



Classroom:



Bunny Bank:



Horse Barn:



Item 3: Forest Park - Fieldhouse (Preschool)



Item 4: Forest Park - Lions Hall



Item 5: Forest Park - Spruce Hall:



Item 6: Forest Park - Concession Site, Concrete Pad:



Item 7: Forest Park – Concession Site, between Floral Hall and Swim Center:



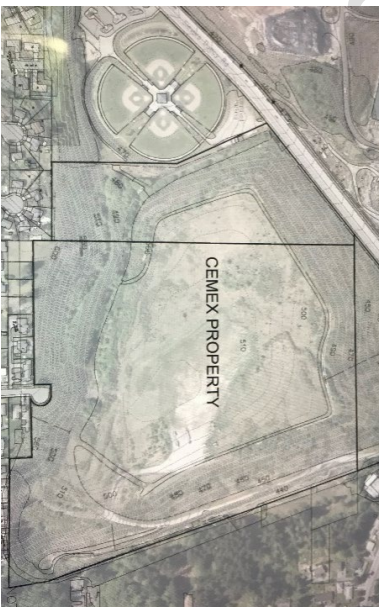
Item 8: Legion Park - Horticulture Area



Legion Horticulture Office:



Item 9: Former Cemex Property on Sievers Duecy Road



Item 10: Senator Henry M. Jackson Ballfields (Qty 2)



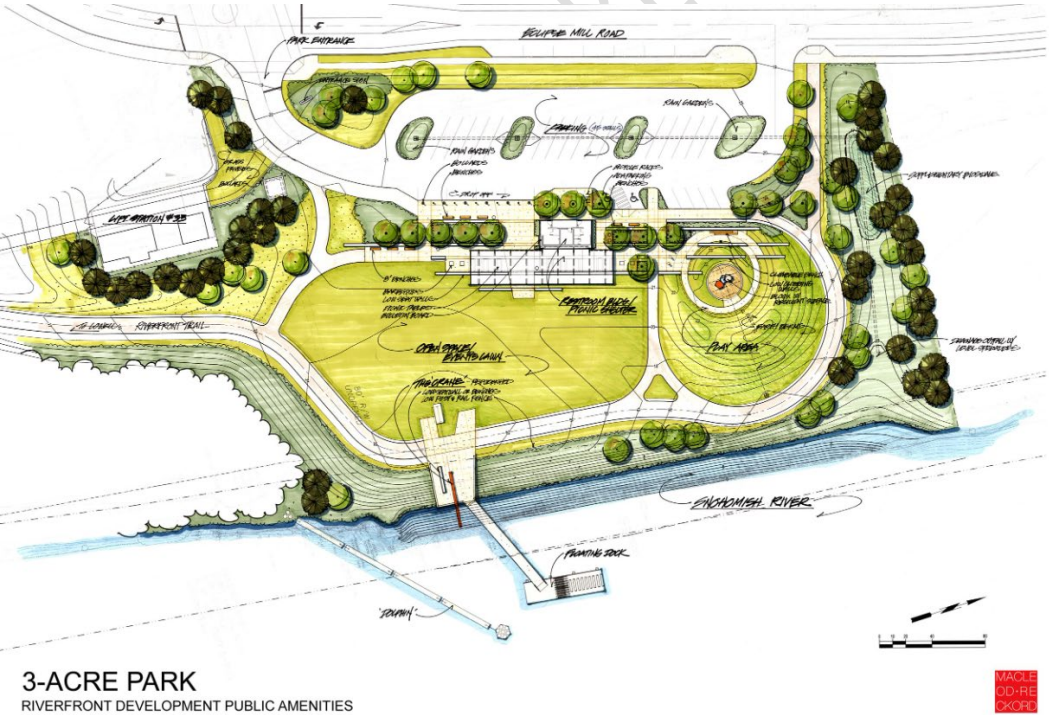
Item 11 Legion Golf Course Restaurant



Item 12 Walter Hall Golf Course Restaurant



Item 13 Eclipse Mill Park





City Council Agenda Item Cover Sheet

Project title: Lease Agreement with CHS International at 2000 Hewitt

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 9/24/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Lease Agreement

Department(s) involved:

Facilities
Real Property
Economic Development

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Lease Agreement

Partner/Supplier: Everett Silvertips

Location: 2000 Hewitt Avenue

Preceding action: N/A

Fund: Department fund example: 004/Admin

Fiscal summary statement:

Everett Silvertips has agreed to enter into a lease for the space commonly known as Suite 120 at 2000 Hewitt, consisting of 780 square feet, at the monthly rate of \$1,300 for the term beginning October 1, 2025, and through August 31, 2026.

Project summary statement:

Everett Silvertips is seeking to lease the space known as Suite 120, 2000 Hewitt Avenue for use as a fitness center site for use by the Everett Silvertips team members. The location's use as a fitness center will be temporary while Everett Silvertips searches for a new permanent location for their fitness facilities.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the lease agreement with Everett Silvertips at 2000 Hewitt.



STANDARD LEASE

This Lease is made as of the date of the Mayor's signature below, between the City of Everett, a Washington municipal corporation ("**Landlord**"), and the Tenant identified below in the Basic Lease Provisions ("**Tenant**").

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

Tenant	EHT, Inc., a Delaware corporation, d.b.a. Everett Silvertips
	2000 Hewitt Avenue, Suite 100
	Everett, WA 98201
	zorandr@cshinternational.com
Base Rent	\$ 1,300 per month + leasehold tax
Security Deposit	\$ 0 (if "0" or left blank, then there is no security deposit)
Building	The building located at 2000 Hewitt Avenue in Everett, Washington, in which the Leased Premises is located. The legal description of real property on which the Building is located is attached as <u>Exhibit A</u>. If the parties determine that a drawing of the Leased Premises is necessary, it will also be included as part of <u>Exhibit A</u>.
Leased Premises	Suite 120, Hewitt Avenue, Everett WA, 98201
Term	October 1, 2025 to August 31, 2026.
Extension Term	N/A
Approved Use	Temporary fitness facility with free-standing equipment only
Special Termination Right	Landlord or Tenant may terminate this Lease for convenience at any time with a minimum 30 days notice. A termination for convenience is not a default under this Lease by either party, and Tenant's obligation to pay Base Rent and Additional Rent is only for Base Rent and Additional Rent accruing prior to the effective date of the termination for convenience.
Landlord Notice Address	Real Property Manager City of Everett 802 E. Mukilteo Blvd., Bldg. 100 Everett, WA 98201

Services Provided by Landlord	Electricity and HVAC
Additional Requirements Regarding Signs	Tenant shall not inscribe or post, place, or in any manner display any sign, graphics, notice, picture, placard or poster, or any advertising matter whatsoever, anywhere in or about the Leased Premises or the Building at places visible (either directly or indirectly as an outline or shadow on a glass pane) from anywhere outside the Leased Premises without first obtaining Landlord's written consent thereto, such consent to be at Landlord's sole discretion. Any such consent by City shall be upon the understanding and condition that Tenant shall remove the same at the expiration or sooner termination of this Lease and Tenant shall repair any damage to the Leased Premises or the Building caused thereby.
Additional Rules	N/A
Additional Provisions	The Landlord shall furnish the public and common areas with electricity, heat, and air conditioning. The Landlord shall provide the common area toilet rooms with water, sewer, trash collection, and supplies.
Landlord Work	If Landlord has agreed to construct improvements in the Leased Premises, such work is shown in <u>Exhibit C</u> . If there is no <u>Exhibit C</u> , Landlord has not agreed to construct any improvements in the Leased Premises.
Lease Guaranty	Name of Guarantor, if any: N/A. The terms and conditions of the Lease Guaranty, if any, are provided in <u>Exhibit D</u> . If there is no <u>Exhibit D</u> , then there is no Guarantor or Lease Guaranty.
Parking	The parking provisions of this Lease, if any, are provided in <u>Exhibit E</u> . If there is no <u>Exhibit E</u> , then there are no parking provisions applicable to this Lease.
Tenant Insurance Contact Information	Leavitt Insurance Group
	Enter insurance contact phone number
	Enter insurance contract email address

2. LEASED PREMISES. Landlord leases to Tenant, and Tenant leases from Landlord, the Leased Premises. Tenant has examined the Leased Premises and is in all respects familiar with the Leased Premises and the improvements in the Leased Premises and Building. Tenant accepts the Leased Premises and its improvements in their "as is" condition. Tenant further acknowledges and agrees that (a) except as specifically provided in this Lease, Landlord has made no representations or warranties to Tenant with respect to the Leased Premises or the Building, (b) Tenant is not relying on any representations or warranties by any person regarding the Leased Premises or the Building, and (c) except for Landlord Work, if any, described in Section 1 and

Exhibit C to this Lease, Landlord has no obligation to construct any improvements to the Leased Premises or the Building.

3. TERM. The term of this Lease is for the Term stated in Section 1 of this Lease. The terms and conditions of one or more Extension Terms, if any, are provided in the attached Exhibit B.

(a) If Landlord cannot deliver possession of the Leased Premises for any reason at the commencement of the Term, such non-delivery will not (i) cause Landlord liability for damages, (ii) cause the Lease to become void or voidable, or (iii) cause the Term to be extended. However, in such event Tenant will not be liable for rent until Landlord can deliver possession, and if possession is delayed by over ninety (90) days, Tenant may terminate this Lease by written notice to Landlord, so long as the written notice is delivered to Landlord prior to delivery of possession of the Leased Premises to Tenant.

(b) The Lease may be terminated by Landlord pursuant to its Special Termination Right set forth in Section 1 above, in addition to any other termination rights that may be contained in this Lease.

4. RENT. During the term of this Lease, Tenant shall pay the Base Rent by the first day of each calendar month of the Term to:

Treasurer
City of Everett
2930 Wetmore Avenue
Everett, WA 98201

or such other place as Landlord may from time to time designate in writing. Tenant shall also pay to Landlord items described as “**Additional Rent**” in this Lease, including, without limitation, Leasehold Excise Tax (as defined below). If any rent is, at any time, five (5) or more days past due, Tenant shall pay a late charge equal to ten percent (10%) of the past due rent. In addition, interest will accrue on the past due amount from the date due until paid in full at a per annum rate, which is the lesser of the highest interest rate permitted by applicable law or twelve percent (12%) per annum (the “**Default Rate**”). Tenant shall make all rent payments without deduction or offset. Rent for partial months, if any occur, will be prorated.

5. USE. Tenant shall use the Leased Premises only for the Approved Use stated in Section 1. Tenant shall not use or permit the use of the Leased Premises for any other use without the prior written consent of Landlord, which may be withheld at Landlord’s sole discretion. Tenant shall abide by the rules and regulations governing the Leased Premises or the Building that may be made by Landlord from time to time, including, without limitation, those described in Section 1 above. Tenant shall use reasonable methods to induce customers, clients and all persons invited by Tenant to observe such rules and regulations.

6. COMPLIANCE WITH LAW. Tenant shall not do anything or suffer anything to be done in or about the Leased Premises which will in any way violate or conflict with any Governmental Requirements (as defined below). At its sole cost and expense, Tenant shall obtain all required permits in connection with its use, occupancy and operation of the Leased Premises

and shall promptly comply with all Governmental Requirements. Should any Governmental Requirement now or hereafter be imposed on Landlord or Tenant by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, then Tenant shall, at its sole cost and expense, comply promptly with such Governmental Requirements. Tenant shall be responsible, at its sole cost and expense, to make all alterations to the Leased Premises that are required to comply with Governmental Requirements. Tenant shall not use or permit the use of the Leased Premises in any manner that may create a nuisance. Tenant shall not use any machinery or equipment in the Leased Premises which might be injurious to the Leased Premises or to the Building or which might cause noise or vibration that would be objectionable to other persons. **"Governmental Requirements"** means any and all statutes, ordinances, codes, laws, rules, regulations, standards, orders and directives, now in force or which may hereafter be enacted or promulgated, of the United States of America, the State of Washington, any county, city, district, municipality or other governmental subdivision, court or agency or quasi-governmental agency with jurisdiction and any board, agency or authority associated with any such governmental entity, as now or later amended, promulgated or issued and all current or future final orders, judgments or decrees of any court with jurisdiction interpreting or enforcing any of the foregoing.

7. INSPECTION AND RIGHT-OF-ENTRY. Landlord and its agents shall have the right, but not the duty, to inspect the Leased Premises at any time to determine whether Tenant is complying with the terms of this Lease. If Tenant is not in compliance with this Lease, Landlord shall have the right, but not the duty, to immediately enter upon the Leased Premises to remedy any conditions or circumstances caused by Tenant's failure to comply with the terms hereof, and Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in connection with the remedy of such conditions or circumstances within thirty (30) days of demand.

8. MAINTENANCE OF PREMISES. Tenant shall at all times throughout the Term keep the Leased Premises in good order, condition and repair. Tenant shall maintain the Leased Premises in a clean, orderly and neat appearance, and shall not permit any offensive odors to emit from the Leased Premises and shall not commit waste nor permit any waste to be committed in the Leased Premises. Except for maintenance attributable (a) to Tenant's breach of its obligations under this Lease, (b) to Tenant's acts or omissions or those of Tenant's employees, agents or contractors, or (c) to improvements made by Tenant, Landlord shall maintain the roof, exterior walls, foundation, HVAC and building structure of the Leased Premises in a good state of repair.

9. LANDLORD'S ACCESS FOR REPAIRS. Landlord reserves the right to make repairs, alterations, connections or extensions to the Leased Premises and the Building as Landlord deems necessary (**"Landlord Repairs"**), and Tenant shall permit Landlord to enter the Leased Premises for the purpose of making Landlord Repairs at any time on reasonable notice (except in the case of an emergency in which case no notice shall be required). Tenant shall have no right to abate rent or receive any compensation by reason of inconvenience or annoyance arising from Landlord Repairs. This Section 9 does not create any duty on the part of Landlord to make Landlord Repairs. Tenant agrees to pay to Landlord as Additional Rent the entire cost of Landlord

Repairs which are necessary due to Tenant's negligence or breach of this Lease together with a fee for overhead and administrative expenses equal to 10% of such costs.

10. LANDLORD-PROVIDED SERVICES. Landlord shall provide the Leased Premises with services as described in Section 1 of this Lease. Landlord shall in no case be liable for damages (including consequential damages) or in any way be responsible for the loss to Tenant of such services arising from the failure of, diminution of or interruption of such services to the Leased Premises, unless (a) such failure of, diminution of or interruption of any such service was caused by the gross negligence or willful misconduct of Landlord, its agents or contractors, and (b) any such claims are not covered by the business interruption insurance required to be maintained by Tenant pursuant to this Lease, nor will such failure of, diminution of or interruption be deemed an eviction of Tenant or release Tenant from any of Tenant's obligations under this Lease. To the extent that Landlord bears any responsibility for the foregoing, Landlord's responsibility and Tenant's remedy shall be limited to an abatement in Base Rent for the period beginning with (i) the day which is five (5) consecutive days after the date on which Tenant delivers notice to Landlord of such interruption, deprivation or reduction and of the fact that Tenant is being deprived of all reasonable use of the Leased Premises and ending on (ii) the date such interruption, deprivation or reduction which is Landlord's responsibility is no longer causing Tenant to be deprived of all reasonable use of the Leased Premises.

11. UTILITIES AND OTHER CHARGES.

(a) Utility Charges. With respect to services other than those described as Landlord-provided in Section 1 of this Lease, Tenant shall be responsible for, and pay prior to delinquency, all charges for utilities or services used or consumed on or supplied to the Leased Premises, including the charges, if any, for installing meters. Meter locations and installation methods shall be subject to Landlord's prior written consent, which may be withheld in its sole discretion.

(b) Licenses and Taxes. Tenant shall pay when due all license fees, excise taxes, business and occupation taxes and any other fees and taxes pertaining to the business conducted on the Leased Premises and all personal property taxes levied with respect to all personal property located at the Leased Premises.

(c) Leasehold Excise Tax. Tenant shall pay Landlord as Additional Rent, all leasehold excise tax, as required by RCW 82.29A or any other Governmental Requirement, in lieu of real property taxes, and any taxes levied or assessed in lieu of the foregoing, in whole or in part (collectively, "**Leasehold Excise Tax**"). Leasehold excise tax is calculated by the State of Washington using a percentage multiplier of either the rent required under this Lease or an imputed fair market value, and as a result, Tenant shall be responsible for any increases in leasehold excise tax that result from an increase in rent for the Leased Premises over the term of the Lease, or for the increases due to an increase in the statutory rate during the term of this Lease. If Tenant provides Landlord with a proof of exemption from payment of leasehold excise tax issued by the Washington State Department of Revenue, then Tenant shall not be required to pay leasehold excise tax for the period that such exemption is effective. If the exemption is of limited duration, Tenant shall be required to obtain documented renewal of such exemption and provide such to Landlord in order to claim continued exemption under this Lease. To the extent

that any rent credit provisions are a part of this Lease, Tenant's obligation to pay leasehold excise tax shall not be obviated by such credit.

12. ALTERATIONS AND FIXTURES; SIGNS. Tenant shall not make or permit to be made any alterations, additions, improvements or installations in or to the Leased Premises (including telecommunication facilities), or place signs or other displays visible from outside of the Leased Premises (individually and collectively "***Tenant Alterations***"), without first obtaining the consent of Landlord, which may be withheld in Landlord's sole discretion. Tenant shall deliver to Landlord complete plans and specifications for any proposed Tenant Alterations and, if consent by Landlord is given, all such work shall be performed at Tenant's sole cost and expense by Landlord or, with Landlord's consent, by Tenant with contractors approved by Landlord. Tenant shall be authorized to perform Tenant Alterations only to the extent and under such terms and conditions as Landlord, in its absolute discretion, shall specify. All Tenant Alterations performed by Tenant shall be (a) completed in accordance with the plans and specifications approved by Landlord; (b) completed in accordance with all Governmental Requirements (including, without limitation, Chapter 39.12 RCW); (c) carried out promptly in a good and workmanlike manner; (d) completed with all new materials; and (e) free of defects in materials and workmanship.

13. SUBLETTING AND ASSIGNMENT.

(a) Assignment and Subletting by Tenant. Tenant shall not sublet the whole or any part of the Leased Premises, nor assign this Lease, or any part thereof, without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion. This Lease is not assignable by operation of law. If Tenant is a corporation (or after incorporation), then any transfer of this Lease by merger, consolidation or liquidation, or any change in the ownership of, or power to vote the majority of Tenant's outstanding stock, will constitute an assignment for the purposes of this Section. If Tenant is a partnership or limited liability company, then any dissolution or termination of the partnership or limited liability company or change in control of the partnership or limited liability company or in a majority of the interests held by the partners or members thereof will constitute an assignment for purposes of this Section. Any assignment made by Tenant will not become effective until the assignee, in a written instrument acceptable to Landlord at Landlord's sole discretion, assumes this Lease and agrees to perform and be bound by all of the obligations of Tenant accruing under this Lease from and after the date of assignment. Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay rent and to perform all other obligations to be performed by Tenant under this Lease. Acceptance of rent by Landlord from any person other than Tenant will not be deemed to be a waiver by Landlord of any provision of this Lease. Consent to one assignment or subletting will not be deemed consent to any subsequent assignment or subletting. Whether or not Landlord consents to any proposed assignment of this Lease, Tenant shall pay Landlord's reasonable review and processing fees, as well as any reasonable professional fees (including, without limitation, attorneys', accountants', architects', engineers' and consultants' fees) incurred by Landlord not to be less than two thousand five hundred dollars (\$2,500), within thirty (30) days after demand by Landlord.

(b) Assignment by Landlord. Landlord shall have the right to assign and transfer, in whole or in part, its rights and obligations under this Lease and in any and all of the Building and the real property upon which it is situated. If Landlord so assigns this Lease or sells or transfers any or all of the Building, Landlord shall, upon consummation of such assignment or transfer be released automatically from any liability under this Lease for obligations to be performed or observed after the date of the assignment or transfer. After the effective date of the assignment or transfer, Tenant must look solely to Landlord's successor-in-interest for all liability and obligations hereunder.

14. SURRENDER OF LEASED PREMISES.

(a) Surrender. Tenant shall, at the expiration or earlier termination of this Lease, surrender and deliver the Leased Premises to Landlord (i) in as good condition as when received by Tenant from Landlord or as later improved, reasonable use and wear excepted, and (ii) free from any tenancy or occupancy by any person.

(b) Removal of Property. Upon the expiration or earlier termination of this Lease, Tenant may remove its personal property, office supplies and office furniture and equipment if (i) such items are readily moveable and are not attached to the Leased Premises; (ii) such removal is completed prior to the expiration or earlier termination of this Lease; and (iii) Tenant immediately repairs all damage caused by or resulting from such removal. All Tenant Alterations shall become the property of Landlord and shall remain upon and be surrendered with the Leased Premises, unless Landlord requires their removal. If removal is required, Tenant shall, at its sole cost and expense, remove all (or such portion as Landlord shall designate) of the Tenant Alterations, repair any damages resulting from such removal and return the Leased Premises to the same condition as existed prior to such Tenant Alterations.

(c) Holding Over. If Tenant holds over after the expiration of the term of the Lease with Landlord's express prior written consent, which may be withheld at Landlord's sole discretion, such holding over will be construed as a tenancy from month-to-month on the terms and conditions set forth in this Lease, which tenancy may be terminated by either party upon at least thirty (30) days' written notice to the other party, effective as of the last day of a calendar month. If Tenant holds over after the expiration of the Term or earlier termination thereof without Landlord's prior written consent, which may be withheld in Landlord's sole discretion, such tenancy shall be a tenancy at sufferance, and shall not constitute a renewal hereof or an extension for any further term, and in such case Base Rent shall be payable at a daily rate equal to three times the amount of the daily Base Rent applicable during the last rental period of the Term under this Lease. Such tenancy shall be subject to every other applicable term, covenant and agreement contained herein. Nothing contained in this Section 14(c) shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Leased Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. If Tenant fails to surrender the Leased Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by

any succeeding tenant founded upon such failure to surrender and any lost profits to Landlord resulting therefrom. Tenant agrees that any proceedings necessary to recover possession of the Leased Premises, whether before or after expiration of the Term, shall be considered an action to enforce the terms of this Lease for purposes of the awarding of any attorney's fees in connection therewith.

15. INDEMNIFICATION.

(a) Indemnity. Tenant shall indemnify, defend and hold harmless Landlord against and from any and all claims, actions, damages, liability, costs and expenses, including attorney's fees, arising out of or relating to (a) Tenant's use of the Leased Premises or from the conduct of Tenant's business or from any activity, work, or other things done or permitted by Tenant in or about the Leased Premises, (b) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, (c) any act or omission, negligence or willful misconduct of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, damages, attorneys' fees and liabilities incurred in defense of any such claim in any action or proceeding brought thereon. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises from any cause other than and to the extent of Landlord's gross negligence or willful misconduct. Tenant shall give prompt notice to Landlord in case of casualty or accident in the Leased Premises. This Section 15 shall survive the expiration or termination of this Lease. For the purposes of this Lease, the claims, actions, damages, liability and expenses for which Tenant must indemnify, defend and hold harmless the City are referred to as "**Covered Claims**".

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

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

(d) Waiver and Release. Landlord shall not be liable to Tenant, or its directors, officers, shareholders, agents, employees, invitees, subtenants, contractors or licensees, for any loss, injury or damage to Tenant or any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, unless, and then only to the extent, it is caused by or results from the gross negligence or willful misconduct of Landlord or its employees without contributory negligence on the part of Tenant or any of its directors, officers, shareholders,

employees, agents, invitees, subtenants, licensees or contractors. As a material part of the consideration to Landlord for this Lease, Tenant hereby waives and releases all claims against Landlord with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease.

16. INSURANCE/WAIVER OF SUBROGATION.

(a) Tenant Insurance. Tenant shall, throughout the Term, at its own expense, keep and maintain in full force and effect each and every one of the following policies, each of which shall be endorsed as needed to provide that the insurance afforded by these policies is primary and that all insurance carried by Landlord and Landlord's self-insurance is strictly excess and secondary and shall not contribute with Tenant's liability insurance:

(i) A policy of commercial general liability insurance, including a contractual liability endorsement covering Tenant's obligations under Section 15 above, insuring against claims of bodily injury and death or property damage or loss with a combined single limit at the Commencement Date of this Lease of not less than Two Million Dollars (\$2,000,000.00) per occurrence and location. Tenant shall include Landlord and Landlord's officers, elected officials, employees, agents, and volunteers as additional insureds. The limit shall be reasonably increased during the Term at Landlord's request.

(ii) "Special Form" property insurance (which is commonly called "all risk") covering Tenant Alterations and any and all furniture, fixtures, equipment, inventory, improvements and other property in or about the Leased Premises which is not owned by Landlord, for the then, entire current replacement cost of such property.

(iii) Business interruption insurance in an amount sufficient to cover costs, damages, lost income, expenses, Base Rent, Additional Rent and all other sums payable under this Lease, should any or all of the Leased Premises not be usable for a period of up to twelve (12) months.

(iv) A policy of worker's compensation insurance if and as required by applicable law and employer's liability insurance with limits of no less than One Million and No/100 Dollars (\$1,000,000.00).

(v) In the event Tenant acquires company automobiles, a policy of comprehensive automobile liability insurance, including loading and unloading, and covering owned and hired vehicles with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence.

(b) All insurance policies required under this Section 16 shall be with companies having a rating according to Best's Insurance Key Rating Guide for Property – Casualties of no less than A- Class VII. Each policy shall provide that it is not subject to cancellation, lapse or reduction in coverage except after thirty (30) days' written notice to Landlord. Tenant shall deliver to Landlord, prior to the commencement of its occupation of the

Leased Premises and, from time to time thereafter, at Landlord's request, certificates evidencing the existence and amounts of all such policies and copies of such insurance policies. There shall be no deductible amount applicable with respect to the Tenant's policy of commercial general liability insurance, unless approved in advance by Landlord in writing. Deductibles for Tenant's "special form" property insurance shall be commercially reasonable and customary. There shall be no self-insured retention with respect to the insurance requirements under this Section 16, unless approved in advance in writing by Landlord in its sole discretion.

(c) If Tenant fails to acquire or maintain any insurance or provide evidence of insurance required by this Section 16, Landlord may, but shall not be required to, obtain such insurance or evidence and the costs associated with obtaining such insurance or evidence shall be payable by Tenant to Landlord on demand together with a fee for overhead and administrative expenses equal to 10% of such costs.

(d) Receipt by the Landlord or the Landlord's designee of any certificate or other insurance document showing less coverage than required is not a waiver of Tenant's obligations to fulfill the requirements of this Section. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Tenant's obligations to fulfill the requirements of this Section.

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

17. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY.

(a) If the Leased Premises are damaged by fire, earthquake or other casualty ("**Casualty**"), Tenant shall give immediate written notice to Landlord. If Landlord estimates that (i) the damage can be repaired to meet Tenant's business needs within one hundred eighty (180) days after Landlord is notified by Tenant of such damage, and (ii) if there are sufficient insurance proceeds available to repair such damage, then Landlord shall proceed with reasonable diligence to restore the Leased Premises to substantially the condition which existed prior to the damage and this Lease shall not terminate. If either of the conditions set forth in (i) and (ii) of the previous sentence are not satisfied, then Landlord may elect, in its sole and absolute discretion, to either: (x) terminate this Lease or (y) restore the Leased Premises to substantially the same condition which existed prior to the damage and this Lease shall continue. Notice of Landlord's election shall be delivered to Tenant within ninety (90) days after the date Landlord receives written notice of the damage. Failure to deliver notice within the specified period shall be treated as an election not to restore. Tenant agrees to look to the provider of Tenant's insurance for coverage for the loss of Tenant's use of the Leased Premises and any other related losses or damages incurred by Tenant during any reconstruction period following a Casualty.

(b) If the Building is damaged by Casualty and more than fifty percent (50%) of the Building is rendered untenable, without regard to whether the Leased Premises are affected by such damage, Landlord may, in its absolute discretion, elect to terminate this Lease by notice in writing to Tenant within thirty (30) days after the date Landlord receives written notice of the damage. Such notice shall be effective twenty (20) days after delivery to Tenant unless a later date is set forth in Landlord's notice.

18. CONDEMNATION. If the property or any part thereof wherein the Leased Premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this Lease, at the option of Landlord shall terminate and Tenant shall have no claim or interest in or to any award of damages for such taking. In the case of a taking of a part of the Leased Premises or a portion of the Building not required for Tenant's reasonable use of the Leased Premises, this Lease shall continue in full force and effect and the Base Rent shall be equitably reduced based on the proportion by which the floor area of the Leased Premises is reduced, such reduction in Base Rent to be effective as of the date the physical taking occurs. Landlord reserves all rights to damages or awards for any taking by eminent domain relating to the Leased Premises, the Building and the real property upon which the Building is situated, and the unexpired term of this Lease. Tenant assigns to Landlord any right Tenant may have to such damages or award and Tenant shall make no claim against Landlord for damages for termination of its leasehold interest or interference with Tenant's business. Tenant shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which Tenant may be entitled for Tenant's moving expenses or other relocation costs if they are awarded separately to Tenant in the eminent domain proceedings and do not reduce the damages or award to Landlord.

19. EVENTS OF DEFAULT. Each of the following occurrences is an "***Event of Default***":

(a) Payment Default. Tenant's failure to pay rent or any other amount due under this Lease within five (5) days after Landlord has delivered written notice to Tenant that such amount is due; however, an Event of Default shall occur without any obligation of Landlord to give any written notice if Tenant fails to pay rent when due and, during the twelve (12) month interval preceding such failure, Landlord has given Tenant written notice of failure to pay rent on one (1) or more occasions;

(b) Abandonment. Tenant abandons or vacates the Leased Premises or any substantial portion of the Leased Premises combined with the non-payment of rent;

(c) Other Defaults. Except as otherwise provided in this Section 19 or elsewhere in this Lease, Tenant's failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease and the continuance of such failure for a period of more than thirty (30) days after Landlord has delivered to Tenant written notice thereof or such shorter or longer period expressly provided elsewhere in this Lease (provided, if the nature of Tenant's failure is such that more time is reasonably required in order to cure, an Event of Default shall not be deemed to have occurred and such failure may be cured if Tenant commences to cure such failure within such period and thereafter reasonably and diligently pursues the cure to completion, such period in no event to exceed ninety (90) days from the date of Landlord's original default notice);

(d) Insolvency. The filing of a petition by or against Tenant (the term “**Tenant**” shall include, for the purpose of this Section, any guarantor of Tenant’s obligations hereunder) (i) in any bankruptcy or other insolvency proceeding; (ii) seeking any relief under any state or federal debtor relief law; (iii) for the appointment of a liquidator or receiver for all or substantially all of Tenant’s property or for Tenant’s interest in this Lease; (iv) for the reorganization or modification of Tenant’s capital structure; or (v) in any assignment for the benefit of creditors proceeding; however, if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within ninety (90) days after its filing.

(e) Failure to Surrender. Tenant fails to surrender possession of the Leased Premises at the expiration or earlier termination of his Lease in the condition required by this Lease.

(f) Multiple Events of Default. Notwithstanding any cure periods specified in this Section 19, after the occurrence during the Term of any two events which after the giving of notice or the lapse of time would become an Event of Default, Tenant shall neither be entitled to notice nor an opportunity to cure and Landlord, at its option, may immediately declare an Event of Default.

20. REMEDIES. Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord under this Lease or by law or equity, take any one or more of the following actions:

(a) Termination of Lease. Terminate this Lease by giving Tenant written notice, in which event Tenant shall pay to Landlord the sum of (i) all rent accrued under this Lease through the date of termination, (ii) all other amounts due hereunder, plus interest at the Default Rate, and (iii) an amount equal to the total rent that Tenant would have been required to pay for the remainder of the Term discounted to present value based on the then U.S. Treasury yield rate for ten-year notes; or

(b) Termination of Possession. Terminate Tenant’s right to possess the Leased Premises without terminating this Lease by giving written notice thereof to Tenant, in which event Tenant shall pay to Landlord (i) all rent and other amounts accrued under this Lease to the date of termination of possession, (ii) all amounts due from time to time, and (iii) all rent and other net sums required under this Lease to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Leased Premises during such period, after deducting all reasonable costs incurred by Landlord in reletting the Leased Premises. If Landlord elects to proceed under this subsection, Landlord may remove all of Tenant’s property from the Leased Premises and store the same in a public warehouse at a reasonable cost to, and for the account of, Tenant, without becoming guilty of trespass, or liable for any reasonable loss or damage that may be occasioned thereby. Landlord shall use commercially reasonable efforts to relet the Leased Premises on such terms as Landlord in its sole discretion may determine (including a lease term different from the Term, rental concessions, use of brokers and alterations to, and improvement of, the Leased Premises); however, Landlord is not obligated to relet the Leased Premises before leasing other portions of the Building or property and Landlord is not obligated to accept any prospective tenant proposed

by Tenant unless such proposed tenant meets all of Landlord's reasonable, then existing leasing criteria. Landlord shall not be liable for, nor shall Tenant's obligations under this Lease be diminished because of, Landlord's failure to relet the Leased Premises or to collect rent due for such reletting. Tenant is not entitled to the excess of any consideration obtained by reletting over the rent due under this Lease. Reentry by Landlord in the Leased Premises shall not affect Tenant's obligations under this Lease for the unexpired Term; rather, Landlord may, from time to time, bring an action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all reasonable actions taken by Landlord to dispossess or exclude Tenant from the Leased Premises shall be deemed to be taken under this subsection 20(b). If Landlord elects to proceed under this subsection 20(b), it may at any time elect to terminate this Lease. Tenant hereby waives all claims for damages that may be caused by Landlord's re-entering and taking possession of Leased Premises or removing and storing the property of Tenant as provided in this Lease, and will save Landlord harmless from loss, costs or damages occasioned Landlord thereby, and no such re-entry shall be considered or construed to be forcible entry.

21. HAZARDOUS MATERIALS.

(a) No Hazardous Materials. Tenant shall not cause or permit any storage, use, sale, release, generation or disposal of any Hazardous Materials (as defined below) in, on or about the Leased Premises or the Building; provided, however, Tenant shall be permitted without notice or Landlord's written consent to handle, store, use or dispose of products containing small quantities of Hazardous Materials, such as ordinary cleaning and ordinary maintenance products used by Tenant for cleaning and maintenance in the reasonable and prudent conduct of the Approved Use on the Leased Premises. Tenant further covenants and agrees that at all times during the Term of this Lease, Tenant shall comply with all applicable Environmental Laws (as defined below), now or hereafter in effect, regulating Tenant's occupation and/or operation and/or use of the Leased Premises or any other portion of the Building. Prior to the expiration or termination of this Lease or such earlier time as may be required by Landlord or applicable law, Tenant shall, at Tenant's sole cost and expense and in accordance with all Environmental Laws and after obtaining Landlord's written consent which may be subject to such conditions as Landlord deems necessary, (i) remove from the Leased Premises and the Building any and all Hazardous Materials which Tenant, its employees, agents, contractors and/or sublessees, or invitees have used, sold, released, generated or disposed of in, on or about the Leased Premises or the Building and (ii) restore the Leased Premises and the Building to their condition existing prior to the appearance of such use, sale, release, generation or disposal of Hazardous Materials.

(b) Indemnification. In addition to Tenant's indemnity, defense, and hold harmless obligations elsewhere in this Lease, if Tenant breaches this Section 21, or if the use, sale, release, generation or disposal of Hazardous Materials caused or permitted by Tenant causes contamination or other damage of the Leased Premises or the Building or any property in the vicinity of the Building, or if contamination or other damage to the Leased Premises by Hazardous Materials otherwise occurs for which Tenant is responsible or otherwise legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all liabilities, obligations, charges, losses, damages, penalties,

claims, demands, actions, suits, judgments, costs, expenses and disbursements (including, without limitation, diminution in value of the Leased Premises or the Building, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise during or after the Term as a result of such contamination or damage. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Materials present in the soil or groundwater on or under the Leased Premises or the Building.

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

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

(e) All portions of this Section 21 shall survive the expiration or termination of this Lease.

22. RELOCATION. Landlord reserves the right to relocate Tenant from the Leased Premises into other premises within the Building owned by Landlord similar in size and convenience to the Leased Premises. If Landlord elects to so relocate Tenant, Landlord shall deliver written notice to Tenant at least forty-five (45) days in advance of the relocation date. Upon relocation, this Lease shall be amended by substituting the description of the relocated premises and all rights of Tenant to the original Leased Premises shall cease. Landlord shall reimburse Tenant for the actual, reasonable out-of-pocket costs incurred in (a) moving into the new location, (b) relocating telecommunication facilities and other electronic installations and (c) reprinting stationery, business cards and similar Tenant forms and supplies.

23. MISCELLANEOUS

(a) No Brokers. Landlord and Tenant warrant to one another that neither has engaged a broker in connection with this Lease and agree to indemnify the other if a claim for a fee or commission arises in connection with this transaction as a result of such indemnifying parties' activities.

(b) Not Used.

(c) Estoppel Certificates. Tenant shall, at any time, on not less than ten (10) days prior written notice from Landlord, sign and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), (ii) the date to which the rent, security deposit, and other charges are paid in advance, if any, and (iii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord or Tenant under this Lease, or specifying such defaults, if any, which are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Leased Premises or Building. Tenant's failure to deliver such statement within such time period shall be conclusive upon Tenant that (x) this Lease is in full force and effect, without modification except as may be represented by Landlord, (y) there are no uncured defaults in Landlord's performance, and (z) not more than one (1) month's rent has been paid in advance.

(d) Liens. Tenant shall keep the Leased Premises free and clear of all liens and encumbrances arising from or out of its use and occupancy of the Leased Premises and Building. If any lien is filed against the Leased Premises or the Building or adjacent or underlying property owned by Landlord as a result of the action or inaction of Tenant or its employees, agents or contractors, Tenant shall upon demand promptly have the lien released or provide Landlord with a bond in the amount required by Landlord to remove the lien of record. Nothing in this Lease, including this subsection, shall be deemed as a concession that the Leased Premises, or any other City-owned property, is subject to lien under Washington law.

(e) Notices. All notices to be given by the parties shall be in writing and may either be served personally, delivered by overnight courier (such as UPS or Fed Ex) or deposited in the United States mail, postage prepaid, by either registered or certified mail to the notice addresses provided in Section 1 of this Lease. A party may change its notice address effective on written notice to the other party. All such notices shall be deemed delivered and effective on the earlier of (i) the date received or refused for delivery, or (ii) five (5) calendar days after having been deposited in the United States Postal Service, postage prepaid.

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

of any breach of any covenant, term, or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

(g) Landlord Exculpation. The liability of Landlord to Tenant for any default by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management, leasing, repair, renovation, alteration or any other matter relating to the Leased Premises shall be limited solely and exclusively to the interest of Landlord in the Building.

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

(i) Heirs. The rights, liabilities, and remedies provided for herein shall extend to and be binding upon the heirs, legal representatives, successors and, so far as the terms of this Lease permit, assigns of the parties hereto; and the words "Landlord" and "Tenant" and their accompanying verbs or pronouns, wherever used in this Lease, shall apply equally to all persons, firms or corporations which may be or become parties hereto.

(j) Joint and Several Liability. If Tenant is composed of more than one signatory to this Lease, each signatory shall be jointly and severally liable with each other signatory for payment and performance according to this Lease. The act of, notice to, notice from, refund to or signature of, any signatory to this Lease (including, without limitation, modifications of this Lease made by fewer than all such signatories) shall bind every other signatory as though every other signatory had so acted, or received or given the notice or refund, or signed.

(k) Recording. Tenant agrees that Landlord, at its sole option, may record a written memorandum of this Lease, and that Tenant shall have no right to record this Lease or such a memorandum.

(l) Costs and Attorney's Fees. If, by reason of any default or breach on the part of Tenant in the performance of any of the provisions of this Lease, it becomes necessary for Landlord to institute legal action to interpret this Lease or as a result of the breach or default, then Tenant agrees to pay all reasonable costs and attorney's fees incurred by Landlord in connection therewith, including, without limitation, those on any appeal or in any bankruptcy action.

(m) Entire Agreement; Amendment. This Lease represents the entire agreement between the parties and supersedes all other agreements and representations made prior hereto. No amendment hereof shall be binding on either party unless and until approved in writing by both parties.

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

unenforceable in its entirety by a court of competent jurisdiction, such event will be deemed a termination for convenience, which not a default under this Lease by either party, and Tenant's obligation to pay Base Rent and Additional Rent is only for Base Rent and Additional Rent accruing prior to the effective date of the termination for convenience.

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

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

(q) Legislative Appropriation. If the term of this Lease extends beyond Landlord's current fiscal year, the obligations of Landlord in succeeding fiscal years are contingent upon legislative appropriation for the specific purpose of funding this Lease in accordance with law. In the event that funds are not so appropriated, Landlord may terminate this Lease without penalty or further obligation.

(r) Standard for Landlord's Consent. Wherever Landlord's consent or approval is required under this Lease, except as expressly stated to the contrary herein, the standard for Landlord's consent or approval shall be Landlord's sole discretion.

(s) Reimbursement of Landlord. Landlord's reasonable costs and expenses (including, without limitation, architects', engineers', attorneys' and other consultants' fees) incurred in consideration of, or in response to, a request by Tenant for any Landlord consent, including but not limited to, consents to an assignment, a subletting or the presence or use of Hazardous Materials, shall be paid by Tenant upon receipt of an invoice therefor.

(t) Business Licenses. Tenant agrees to obtain and/or maintain a City of Everett business license, if required by applicable law. Tenant also agrees that its performance of this Lease shall be conclusively deemed to have been performed in Everett and shall pay all applicable local, state, and federal taxes thereon. Tenant agrees to register, obtain, and maintain any State of Washington business licenses, Department of Revenue account and/or unified business identifier as required by RCW 50.04.140 and 51.08.195.

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

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

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

- Any public records submitted to or generated by Landlord in connection with this Lease are potentially subject public to inspection and copying upon request. Tenant expressly waives any claim or cause of action against Landlord arising out of such disclosure.
- Tenant shall fully cooperate with and assist Landlord with respect to any request for public records received by Landlord and related to any public records generated, produced, created and/or possessed by Landlord and related to this Lease. Upon written demand by Landlord, Tenant shall furnish Landlord with full and complete copies of any such records within ten business days. Tenant’s failure to timely provide such records upon demand shall be deemed a breach of this Lease. To the extent that Landlord incurs any monetary penalties, attorneys’ fees, and/or any other expenses as a result of such breach, Tenant shall fully indemnify and hold harmless Landlord therefor.

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

(x) Counterparts; Signatures. This Lease may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic signatures, facsimile signatures or signatures transmitted by electronic mail in “pdf” format shall be legal and binding and shall have the same full force and effect as if an original of this Lease had been delivered. Landlord and Tenant (i) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature.

[signatures on following pages(s)]

IN WITNESS WHEREOF THE PARTIES hereto have executed this lease.

LANDLORD:

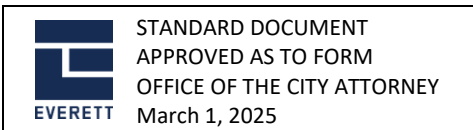
**CITY OF EVERETT
WASHINGTON**

Cassie Franklin, Mayor

ATTEST

Date

Office of the City Clerk



STATE OF WASHINGTON

COUNTY OF SNOHOMISH

} ss.

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

[Stamp Below]

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires _____

TENANT:

EHT, Inc., a Delaware corporation, d.b.a. Everett Silvertips

Signature: _____

Name of Signer: ZORAN RAJCIC

Title of Signer: Chief Operating Officer

STATE OF WASHINGTON

} ss.

COUNTY OF _____

This record was acknowledged before me on _____, 2025 by Zoran Rajcic as the Chief Operating Officer of EHT, Inc., a Delaware corporation, d.b.a. Everett Silvertips.

[Stamp Below]

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires

EXHIBIT A

Legal Description of Property

Office suite number 120 located on the first floor consisting of approximately 780 square feet located within the building at the following described property:

A portion of Block 687, Plat of Everett, according to the plat thereof recorded in Volume 3 of Plats, page 32, records of the Auditor of the County of Snohomish, State of Washington.
Parcel No. 00439168701902.

Commonly known as: 2000 Hewitt Avenue, Everett, WA 98201

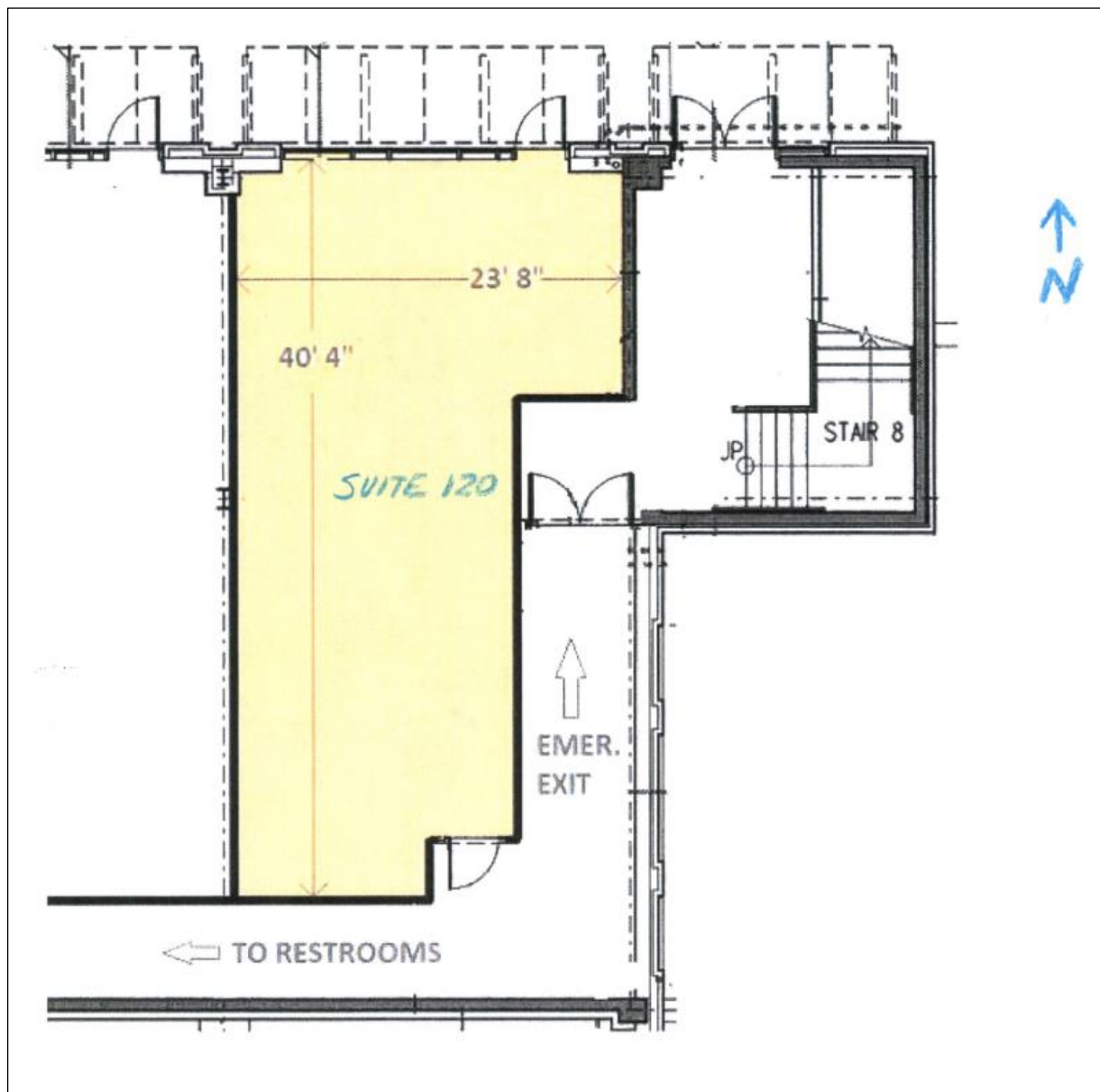


EXHIBIT B

Terms and Conditions of Extension Term

N/A

EXHIBIT C

Landlord Work
N/A

EXHIBIT D

Lease Guaranty
N/A

EXHIBIT E

Parking Provisions
N/A

Project title: Authorize Amendment No. 1 to Professional Services Agreement with MacLeod Reckord, PLLC. to Provide Construction Support Services for the Forest Park Pickleball Court Installation Project

Council Bill #

Project: Forest Park Pickleball Court Installation Project

Partner/Supplier: Macleod Reckord, PLLC.

Location: 802 E. Mukilteo Blvd.

Preceding action: Funding Ordinance [4107-25](#)

Fund: Fund 354, Program 093 (CIP-3)

Agenda dates requested:

Briefing
Proposed action
Consent 9/24/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

PSA Amendment No. 1

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

Fiscal summary statement:

Amendment No. 1 will amend the total compensation of the Professional Service Agreement (PSA) to provide additional architectural and engineering services with MacLeod Reckord, PLLC.

The source of funds for the added services is 354 Program 093. The original amount of the PSA was \$176,388.81. Amendment No. 1 to the PSA increases total compensation by \$59,123.44 for construction administrative services for the development of improvements and expansion of the existing hard and soft surface sport game courts at Forest Park. The revised total compensation of the agreement is not to exceed \$235,512.25.

Project summary statement:

The City of Everett project scope includes the replacement of approximately thirty underutilized covered horseshoe pits and related structures and storage outbuildings. The two existing multi-use sport courts will be renovated to complement the new pickleball facility and expand opportunities for basketball and hockey. The proposed new facility will add seven paved dedicated pickleball courts. Additional enhancements include related sport fencing, energy-efficient site lighting, drinking fountain, benches, new horseshoe pits, added cornhole, landscape and stormwater treatment.

The PSA amendment will provide additional construction administrative support services for the Forest Park pickleball court installation project. Added services include preconstruction meeting, regular weekly construction meetings, review of document submission reviews, preliminary punch and final punch lists, and final as-built plans set.

Recommendation (exact action requested of Council):

Authorize Amendment No. 1 to Professional Services Agreement with MacLeod Reckord, PLLC. to provide construction support services for the Forest Park Pickleball Court Installation Project.



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") is effective as of the date of last signature below, and is between the City of Everett, a Washington municipal corporation (the "***City***"), and the Service Provider identified below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may have been previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

Service Provider	MacLeod Reckord PLLC
City Project Manager	Lisa Page
	lpage@everettwa.gov
Original Agreement Date	4/4/2024

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 8/31/2026 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	\$176,388.81
	Compensation Added (or Subtracted) by this Amendment	\$59,123.44
	Maximum Compensation Amount After this Amendment	\$235,512.25

Changes to Scope of Work	Scope of Work is changed by ADDING the work in the attachment to this Amendment Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.
Other Provisions	Enter other changes to the Agreement, if any.
Standard Amendment Provisions	Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.
	This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature.
	All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment.

SIGNATURES ON FOLLOWING PAGE

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

Amendment 1
SCOPE OF WORK
Forest Park Pickleball Court Improvements

PROJECT DESCRIPTION

The Scope of Work includes provision of construction administrative services for the development of improvements and expansion of existing hard and soft surface sport and game courts at Forest Park. Services include preconstruction meeting, regular weekly construction meetings, document review as noted, preliminary and final punch list, and as built plans.

GENERAL PROJECT ASSUMPTIONS

1. Conditions and assumptions as noted in the general contract.
2. Contract time for Contractor is 180 calendar days. Notice to Proceed is estimated to be end of September 2025 making Substantial Completion estimated to be end of July 2026.

SCHEDULE

The scope of work is premised on construction administrative support commencing in August 2025 and ending December 31, 2026.

CONSTRUCTION ADMINISTRATIVE SUPPORT SERVICES

TASK 1. PRECONSTRUCTION MEETING

1.1 Prepare for and attend (1) preconstruction meeting in person. Provide agenda and meeting notes. Attendees include (1) representative each from MR and PACE.

TASK 2. REGULAR WEEKLY CONSTRUCTION MEETINGS

2.1. Prepare for and attend up to (20) weekly construction meetings, 100% virtual. Attend up to (4) in-person site visits as part of the weekly construction meeting schedule, at a time as requested, or approved by the City PM. Scope assumes a 6-month period of construction from NTP to Substantial Completion. Provide agenda and meeting notes. See anticipated number of visits for each team member:

- MR (4 in person, 20 virtual); PACE (4 in person, 4 virtual); HWA (2 in person, 2 virtual); Stantec (1 in person, 1 virtual).

TASK 3. SUBMITTALS, RFI'S, ASI'S, CHANGE ORDERS, PAY REQUEST REVIEW

3.1 Address submittals, RFI's, and ASI's. Review Contractor-provided data and prepare selected content for Change Orders. Provide input to City on Pay Requests as requested. City is responsible for receipt of all documents from the Contractor and distribution to MR as needed. MR will further distribute documents to team members and will re-submit completed documents to City for distribution to Contractor.

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

TASK 4. PRELIMINARY AND FINAL PUNCH LIST

4.1 Prepare for and attend in person (1) Preliminary and (1) Final Punch List Inspection. Provide final punch list notes and photographs.

TASK 5. AS BUILT PLANS

5.1 Provide (1) set of As Built plans from Contractor-provided redline drawings.

Assumptions:

- Construction support limited to the estimated hours as shown in the fee proposal. City has the option to reallocate funds between tasks and between consultants.
- Scope does not include archaeological monitoring during construction.
- As-Built documents are not field verified by consultant team.
- All documents in electronic (PDF) format.
- As Builts in both PDF and CAD format.

Deliverables:

- Preconstruction Agenda and Meeting Notes
- Weekly (or as on site) Construction Agenda and Meeting Notes
- RFI, ASI, Change Order, Pay Request responses
- Preliminary and Final Punchlist
- As-Built Plans

Forest Park Pickleball Court Improvements

Amendment 1 Construction Administration- Fee Summary
August 2025

Task/Team	MacLeod Reckord	PACE	HWA	Stantec	Subtotal
1.0 Preconstruction Meeting	872.53	734.41	-	-	1,606.95
2.0 Regular Weekly Construction Meetings	6,349.36	2,203.24	-	635.81	9,188.41
3.0 Submittals, RFIs, ASIs, Change Orders, Pay Request Review	4,845.92	5,037.63	5,517.56	1,575.78	16,976.88
4.0 Preliminary and Final Punch List	1,429.61	1,285.22	-	847.74	3,562.58
5.0 As Built Plans	1,610.83	1,496.30	-	555.57	3,662.70
Materials Testing and Construction Inspection			19,840.00		
Subtotal	15,108.26	10,756.81	25,357.56	3,614.89	54,837.52
Administrative Markup (10%)					3,972.93
Reimbursables	150.00	-	63.00	100.00	313.00
Total	15,258.26	10,756.81	25,420.56	3,714.89	59,123.44

Compensation:

Maximum hourly additional compensation not to exceed \$59,123.44

IN WITNESS WHEREOF, the City and Service Provider have executed this Amendment.

**CITY OF EVERETT
WASHINGTON**

MACLEOD RECKORD PLLC

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Connie Reckord

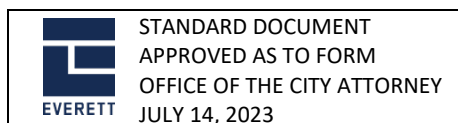
Signer's Email Address: connier@MacleodReckord.com

Title of Signer: Principal

Date

ATTEST

Office of the City Clerk



Project title: Request for Final Acceptance & Certificate of Completion for Port Gardner Storage Facility - Demolition Project

Council Bill #

Project: Port Gardner Storage Facility – Demolition Project

Partner/Supplier: Lincoln Construction, Inc.

Agenda dates requested:

Location: West Marine View Drive

Preceding action: Contract Award [1/31/2024](#)

Fund: Fund 336 – Water and Sewer System Improvements Fund

Briefing

Proposed action

Consent 9/24/25

Action

Ordinance

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Certificate of Completion,
Final Closeout Package

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

Fiscal summary statement:

Original Contract Amount: \$2,767,827.00

Change Order #1 \$326,286.00

+WSST \$274,014.87

Total \$3400,430.18

Final Contract Voucher Amount \$3,363,669.69

Project summary statement:

The former Kimberley-Clark Wastewater Treatment Plant is being repurposed to serve as the City's future Port Gardner Storage Facility (PGSF). The PGSF project is being implemented in two projects, demolition and storage facility construction. The demolition project generally consisted of bulk removal of existing infrastructure that will not be repurposed as part of the ultimate PGSF site.

Recommendation (exact action requested of Council):

Accept the Port Gardner Storage Facility – Demolition Project as complete and authorize the Mayor to sign the Certificate of Completion.

CERTIFICATE OF COMPLETION

Project:	Port Gardner Storage Facility - Demolition Package
Contractor:	Lincoln Construction, Inc
Work Order Number:	UP 3525

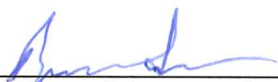
The above-mentioned Project was constructed per the plans and specifications and to the satisfaction of the Public Works Department.

The Contractor physically completed the Project within the time allowed in the Contract.

It is recommended that the City accept this Project as complete.

This certificate waives no rights that the City may have under the Contract, including without limitation rights to enforce the Contract against the Contractor for defective work.

Recommended:



Ryan Sass, Director of Public Works

Date: 9.5-2025

Approved:

Cassie Franklin, Mayor

Date: _____

ATTEST:

Office of the City Clerk

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
FEBRUARY 8, 2023



Final Contract Voucher Certificate

Contractor Lincoln Construction, Inc			
Street Address 11803 101st Ave E, Suite 201			
City Puyallup	State WA	Zip 98373	Date 08/25/2025
Work Order No. UP 3525			
Project Title Port Gardner Storage Facility -Demolition Package			
Date Work Physically Completed 11/14/2024		Final Amount \$3,363,669.69	

Contractor's Certification

I, the undersigned, certify and declare, under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct: I am authorized to sign for the claimant; that in connection with the work performed and, to the best of my knowledge, no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Everett, nor have I rented or purchased any equipment or materials from any employee of the City of Everett; that the attached final estimate is a true and correct statement showing all the monies due the claimant from the City of Everett for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same and; that I, on behalf of the claimant, hereby release and forever discharge the City of Everett from any and all claims of whatsoever nature which I or the claimant may have, arising out of the performance of said Contract, which are not set forth in said final estimate.

DATED at Puyallup, WA this 29th day of August, 2025
(City, State)


Contractor Authorized Signature

President
Title

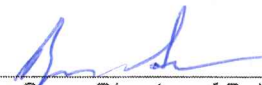
JEFFREY T. TIEGS
Printed Name

Public Works Department Certification

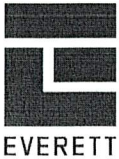
I certify to the best of my knowledge the attached final estimate to be based upon actual measurements, and to be true and correct.

Approved Date 9-05-2025

Keith Alewine
Keith Alewine, Construction Manager


Ryan Sass, Director of Public Works

The Affidavit of Wages Paid must be prepared by the prime contractor, all subcontractors, and all subcontractor's agents and forwarded with the Final Contract Voucher Certification. Contractor's Claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached. Scanned and/or e-signatures have same effect as ink signatures.



City of Everett
Construction Management

Affidavit of Amounts Paid DBE Participants

Contractor: Lincoln Construction, Inc			Date: 08/25/2025	
Address: 11803 101 st Ave E, Suite 201		City: Puyallup	State: WA	Zip Code: 98373
Project Title: Port Gardner Storage Facility – Demolition Package			Project Work Order #: UP 3525	
Federal Aid Project Number (if Federally Funded) N/A				
Contract Bid Price: \$3,041,841.87		DBE Condition of Award: \$ N/A		
DBE Participant Name and Address	Ethnic Code	Contract Type	Bid Item No.(s)	Amount Paid Participants (Including retainage held)
Ethnic Code: B = Black H = Hispanic A = Asian American		Contract Type: S = Subcontractor M = Material Supplier JV = Joint Venture	Total DBE Participation Achieved \$	

Affidavit

I, the undersigned, do hereby certify that in connection with all work on the project for which this statement is submitted, each DBE participant contracted by me has been paid the amounts shown for bid items, or portions thereof, listed.

	Signature <u><i>[Signature]</i></u>	Title <u>President</u>
	Subscribed and sworn before me this: <u>29th</u> day of <u>August</u> , <u>2025</u>	
	<u><i>Lisa M. Richard</i></u> Notary Public in and for the State of Washington residing at <u>Stukacom, WA</u>	

**THIS FORM IS REQUIRED WITH THE FINAL ESTIMATE
FROM THE PRIME CONTRACTOR ON ALL PROJECTS**



3200 Cedar Street,
Everett WA 98201
(425) 257-8800

FINAL

CONTRACT ESTIMATE VOUCHER
Schedule: A

41163

Retainage not withheld
per Retainage Bond
55227358

Date: 12-13-2024 CM Check: Michael Kangas

Date: 12/13/2024

Recommended By: Keith Alewine

Date: 12/16/24 PM Review: Zach Brown

Date: 12-16-2024

PW Director: [Signature]

Contractor: Lincoln Construction, Inc.
Project: 2023 Port Gardner Storage Facility - Demolition Package
Estimate: 9
W.O.# UP3525
Cutoff: 11/29/2024

SCHEDULE	ORG. CONTRACT	UPDATED ORG + CO	TO DATE	VARIANCE
A	\$ 3,041,841.87	\$ 3,400,430.19	\$ 3,363,669.69	\$ (36,760.49)
Total	\$ 3,041,841.87	\$ 3,400,430.19	\$ 3,363,669.69	\$ (36,760.49)

PERCENT PAID ON CONTRACT (ORG + CO) 98.92%

TOTAL
LESS RETENTION 0.0%
SALES TAX 9.9%
AMOUNTS PAID
DUE THIS ESTIMATE

TO DATE	PREVIOUS	PRESENT
\$ 3,060,663.96	\$ 2,855,392.59	\$ 205,271.37
\$ -	\$ -	\$ -
\$ 303,005.73	\$ 282,683.87	\$ 20,321.87
\$ 3,363,669.69	\$ 3,138,076.46	\$ 225,593.24
		\$ 225,593.24

ITEM #	ITEM DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	CONTRACT TOTAL	UPDATED WITH CO & MOH QUANTITY	UPDATED WITH CO & MOH TOTAL	TO DATE QUANTITY	TO DATE TOTAL	PREVIOUS QUANTITY	PREVIOUS TOTAL	PRESENT QUANTITY	PRESENT TOTAL
1	MOBILIZATION AND DEMOBILIZATION	LS	\$ 100,000.00	1.00	\$ 100,000.00	1.00	\$ 100,000.00	1.00	\$ 100,000.00	0.95	\$ 95,000.00	0.05	\$ 5,000.00
2	DEMOLITION WORK AND MISCELLANEOUS IMPROVEMENTS	LS	\$ 1,553,037.00	1.00	\$ 1,553,037.00	1.00	\$ 1,553,037.00	1.00	\$ 1,553,037.00	0.99	\$ 1,537,506.63	0.01	\$ 15,530.37
3	AREASS 35/55 DISBONDED TOPPING SLAB REPAIR AND REPLACEMENT	SF	\$ 24.25	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
4	PIPELINE CLEANING AND INSPECTIONS	LS	\$ 70,000.00	1.00	\$ 70,000.00	1.00	\$ 70,000.00	1.00	\$ 70,000.00	1.00	\$ 70,000.00	0.00	\$ -
5	TEMPORARY SITE POWER AND LIGHTING	LS	\$ 300,000.00	1.00	\$ 300,000.00	1.00	\$ 300,000.00	1.00	\$ 300,000.00	1.00	\$ 300,000.00	0.00	\$ -
6	CONTAMINATED SOIL REMOVAL, DISPOSAL AND REPLACEMENT	TN	\$ 200.00	100.00	\$ 20,000.00	100.00	\$ 20,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
7	HAZARDOUS WASTE MATERIALS REMOVAL AND DISPOSAL	LS	\$ 15,000.00	1.00	\$ 15,000.00	1.00	\$ 15,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
8	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	\$ 25,000.00	1.00	\$ 25,000.00	1.00	\$ 25,000.00	1.00	\$ 25,000.00	1.00	\$ 25,000.00	0.00	\$ -
9	TRENCH SAFETY SYSTEM	LS	\$ 3,000.00	1.00	\$ 3,000.00	1.00	\$ 3,000.00	1.00	\$ 3,000.00	1.00	\$ 3,000.00	0.00	\$ -
10	TEMPORARY FENCING	LF	\$ 45.00	537.00	\$ 24,165.00	537.00	\$ 24,165.00	600.00	\$ 27,000.00	600.00	\$ 27,000.00	0.00	\$ -
11	FORCE ACCOUNT (SECTION 00 72 00)	FA	\$ 1.00	300,000.00	\$ 300,000.00	300,000.00	\$ 300,000.00	298,715.96	\$ 298,715.96	113,974.96	\$ 113,974.96	184,741.00	\$ 184,741.00
101	Total Sludge Removal	LS	\$ 565,851.00			1.00	\$ 565,851.00	1.00	\$ 565,851.00	1.00	\$ 565,851.00	0.00	\$ -
102	Wier Plate Modification	LS	\$ 8,518.00			1.00	\$ 8,518.00	1.00	\$ 8,518.00	1.00	\$ 8,518.00	0.00	\$ -
103	Concrete Base Removal	LS	\$ 67,930.00			1.00	\$ 67,930.00	1.00	\$ 67,930.00	1.00	\$ 67,930.00	0.00	\$ -
104	Temp Power	LS	\$ 34,986.00			1.00	\$ 34,986.00	1.00	\$ 34,986.00	1.00	\$ 34,986.00	0.00	\$ -
105	Blower Bldg Added Slab Thickness	LS	\$ 20,439.00			1.00	\$ 20,439.00	1.00	\$ 20,439.00	1.00	\$ 20,439.00	0.00	\$ -
106	Ltwt Concrete Fill /Topping Slab (Areas 35/50/55)	LS	\$ (13,813.00)			1.00	\$ (13,813.00)	1.00	\$ (13,813.00)	1.00	\$ (13,813.00)	0.00	\$ -

Notice to Proceed	3/25/2024
75% Completion	8/22/2024
Substantial Completion	10/11/2024
Substantial Completion of work achieved within	140

Substantial Completion					10/11/2024	Reviewed By	Keith Alewine	Mike Kangas	Mike Kangas	Keith Alewine	MKangas	Mkangas	Mkangas	Mike Kangas	Mike Kangas
Substantial Completion of work achieved within					140	Date	5/3/2024	5/24/2024	6/24/2024	7/16/2024	8/16/2024	9/17/2024	10/15/2024	11/13/2024	12/12/2024
Schedule	ITEM #	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	TOTAL QUANTITY	Est 1	Est 2	Est 3	Est 4	Est 5	Est 6	Est 7	Est 8	Est 9	
						4/26/2024	4/24/2024	6/14/2024	7/12/2024	8/16/2024	9/13/2024	10/4/2024	11/8/2024	12/6/2024	
A	1	MOBILIZATION AND DEMOBILIZATION	LS	1.00	1.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.45	0.05	
A	2	DEMOLITION WORK AND MISCELLANEOUS IMPROVEMENTS	LS	1.00	1.00	0.20	0.23	0.25	0.07	0.10	0.10	0.03	0.01	0.01	
A	3	AREASS 35/55 DISBONDED TOPPING SLAB REPAIR AND REPLACEMENT	SF	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
A	4	PIPELINE CLEANING AND INSPECTIONS	LS	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.85	0.15	0.00	0.00	
A	5	TEMPORARY SITE POWER AND LIGHTING	LS	1.00	1.00	0.12	0.00	0.12	0.00	0.00	0.31	0.25	0.20	0.00	
A	6	CONTAMINATED SOIL REMOVAL, DISPOSAL AND REPLACEMENT	TN	100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
A	7	HAZARDOUS WASTE MATERIALS REMOVAL AND DISPOSAL	LS	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
A	8	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1.00	1.00	0.48	0.08	0.00	0.19	0.00	0.15	0.05	0.05	0.00	
A	9	TRENCH SAFETY SYSTEM	LS	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.50	0.00	
A	10	TEMPORARY FENCING	LF	537	600.00	0.00	0.00	0.00	0.00	0.00	492.00	108.00	0.00	0.00	
A	11	FORCE ACCOUNT (SECTION 00 72 00)	FA	300,000.00	298,715.96	0.00	0.00	22,461.00	110,180.00	251,840.00	181,010.00	(488,851.00)	37,334.96	184,741.00	
A	101	TOTAL SLUDGE REMOVAL	LS	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	
A	102	WIER PLATE MODIFICATION	LS	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	
A	103	CONCRETE BASE REMOVAL	LS	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	
A	104	TEMP POWER	LS	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	
A	105	BLOWER BLDG ADDED SLAB THICKNESS	LS	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	
A	106	LTWT CONCRETE FILL/TOPPING SLAB (AREAS 35/50/55)	LS	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.98	0.02	0.00	



City Council Agenda Item Cover Sheet

Project title: Amendment No. 1 to Lease Agreement with Northwest Innovation Resource Center (NWIRC) at 2000 Hewitt.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 9/24/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Lease Agreement

Department(s) involved:

Facilities
Real Property
Economic Development

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Lease Agreement

Partner/Supplier: Northwest Innovation Resource Center (NWIRC)

Location: 2000 Hewitt Avenue

Preceding action: June 2, 2021

Fund:

Fiscal summary statement:

Northwest Innovation Resource Center (NWIRC) currently leases office space on the second floor and Suite 120 at 2000 Hewitt at the monthly rate of \$2,500. The current lease term ends June 30, 2027.

Project summary statement:

NWIRC is a local non-profit organization that leases 2,000 square feet of office space on the second floor and 780 square feet in Suite 120 at 2000 Hewitt to house its incubator program for local entrepreneurs and inventors. NWIRC desire to amend the existing lease agreement to decrease the amount of leased area to the second floor only. The proposed amendment also adds an option for one additional 2-year term following the current lease term. The new monthly rate for the second floor office space is \$1,750/month.

Recommendation (exact action requested of Council):

Authorize Mayor to execute Amendment No. 1 to Lease Agreement with Northwest Innovation Resource Center at 2000 Hewitt.



LEASE AMENDMENT NO. 1

This Amendment to Lease ("***Amendment***") is effective as of the effective date stated below, and is between the City of Everett, a Washington municipal corporation (*the "**Landlord**" or "**City**"*), and the person identified as the Tenant below ("***Tenant***"). The Landlord and Tenant are parties to the Lease described below, as may be previously amended ("***Lease***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant agree to amend the Lease as set forth below:

Tenant	NW Innovation Resource Center, a Washington non-profit corporation
	2200 Rimland Dr, Suite 210
	Bellingham, WA 98226
	dkamionka@nwirc.com
Original Lease Date	6/8/2021
Effective Date of this Amendment	10/1/2025

LEASE AMENDMENTS	
Lease Term Extension	If this Amendment extends the Lease Term, enter the new end date of the Lease Term: June 30, 2027.
New Base Rent	\$1,750.00 + leasehold tax
Additional Amendments	1. BASIC LEASE PROVISIONS The Basic Lease Provisions below are hereby replaced in their entirety as follows: Leased Premises - Office space on the second floor consisting of approximately 2,000 square feet of office space, as shown on Exhibit A, attached hereto. Extension Term – Tenant shall have the option to extend the Lease for one additional term of two (2) years, provided Tenant is not in

	default of any provision of the Lease at the time of exercising the option. To extend the Lease, Tenant must deliver written notice to Landlord not less than ninety (90) days prior to the expiration of the current Lease term. Landlord reserves the right to negotiate the Base Rent for the Extension Term.
Standard Amendment Provisions	Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any License completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Lease is deemed unexpired and continuously in effect since the Original Lease Date.
	This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.
	All provisions in the Lease shall remain in effect except as expressly modified by this Amendment.

[signatures on following pages(s)]

IN WITNESS WHEREOF THE PARTIES hereto have executed this Amendment.

LANDLORD:

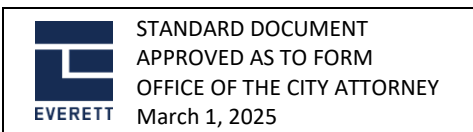
**CITY OF EVERETT
WASHINGTON**

Cassie Franklin, Mayor

ATTEST

Date

Office of the City Clerk



STATE OF WASHINGTON

} ss.

COUNTY OF SNOHOMISH

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

[Stamp Below]

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires _____

TENANT:

NW INNOVATION RESOURCE CENTER

Signature: _____

Name of Signer: DIANE KAMIONKA

Title of Signer: EXECUTIVE DIRECTOR

STATE OF WASHINGTON

COUNTY OF _____ } ss.

This record was acknowledged before me on _____, 2025 by
_____ as the _____ of _____, a
_____.

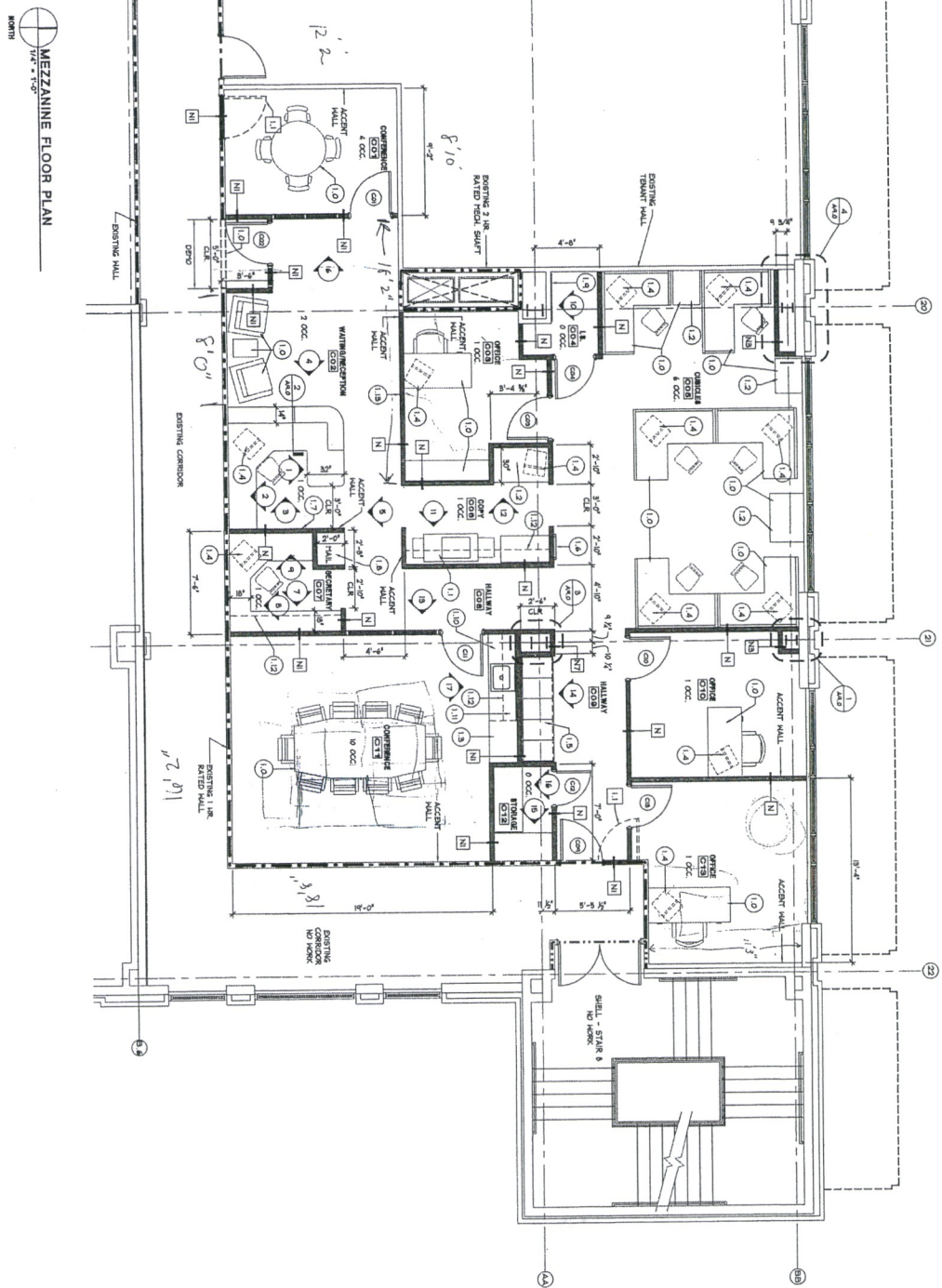
[Stamp Below]

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires _____

 $\rightarrow$

#	KEYNOTE
1.0	THE EXISTING WALL IS TO BE REMOVED UP TO DECK ABOVE.
1.1	THE EXISTING DOOR IS TO BE REMOVED.

Lunn Botesch, Nash & Hall
Architects, P.S.
2915 Hewitt Avenue • Everett, Washington 98201
Telephone 425-259-0868 • Fax 425-252-4334

EVERETT CHAMBER OF COMMERCE T.I.
2020 HEWITT AVE.
EVERETT, WASHINGTON 98201

A1.0

MEZZANINE
FLOOR
PLAN



City Council Agenda Item Cover Sheet

Project title: Ordinance relating to Indigent Defense Standards, amending EMC 2.108.390

Council Bill # *interoffice use*

CB 2509-49

Agenda dates requested:

Briefing

Proposed Action 9/24/25

Proposed Action 10/1/25

Consent

Action 10/8/25

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Ordinance

Department(s) involved:

Legal

Contact person:

David Hall

Phone number:

425-257-8624

Email:

dhall@everettwa.gov

Initialed by:

DH

Department head

Administration

Council President

Project: Ordinance relating to Indigent Defense Standards, amending EMC 2.108.390

Partner/Supplier: Indigent Defense in Municipal Court

Location: NA

Preceding action: Ordinance [3429-15](#), 2015

Fund: NA

Fiscal summary statement: NA

Project summary statement:

The City is required by state and federal law to provide legal defense services to indigent persons charged with crimes in the Everett Municipal Court. The City has provided these services through contracted defense attorneys for decades. RCW 10.101.030 requires that the City Council adopt standards for the delivery of public defense services.

The City Council last adopted standards in 2015. Since then, the Washington Supreme Court and the Washington State Bar Association have adopted orders and standards for indigent defense. Some of these standards and order have differing requirements and/or may be inconsistent with each other.

The purpose of the proposed ordinance is to clarify that the City requires compliance to the orders of the Washington Supreme Court. The proposed ordinance also requires compliance with standards of the Washington State Bar Association to the extent those standards are called out in public defense services contract(s).

The proposed ordinance states that public defense services contracts will be approved by City Council, which has been the practice for many years. The ordinance clarifies that indigent defense conflict attorney contracts, which are much smaller contracts, need not be separately approved by City Council.

Recommendation (exact action requested of Council):

Adopt an Ordinance relating to Indigent Defense Standards, amending EMC 2.108.390

ORDINANCE NO. _____

An ORDINANCE relating to Indigent Defense Standards, amending EMC 2.108.390.

WHEREAS,

- A. The City is required by state and federal law to provide legal defense services to indigent persons charged with crimes in the Everett Municipal Court.
- B. The City has provided these services through contracted defense attorneys for decades. This is at great expense to City taxpayers.
- C. RCW 10.101.030 states the following regarding public indigent defense services, requiring the adoption of standards for the delivery of public defense services:

Each county or city under this chapter shall adopt standards for the delivery of public defense services The standards endorsed by the Washington state bar association for the provision of public defense services should serve as guidelines to local legislative authorities in adopting standards.

- D. The City Council last adopted standards in 2015. Since then, the Washington Supreme Court and the Washington State Bar Association have adopted orders and standards for indigent defense. Some of these standards and order have differing requirements and/or may be inconsistent with each other.
- E. The purpose of this ordinance is to clarify that the City requires compliance to the orders of the Washington Supreme Court. This City will also require compliance with standards of the Washington State Bar Association to the extent those standards are called out in public defense services contract(s).
- F. This ordinance does not limit the City's ability to request that the Washington Supreme Court or Washington state bar association to reconsider/amend orders and standards or to take other legal action to achieve uniform and reasonable indigent defense standards.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. EMC 2.108.390 is hereby amended as follows, with underlined text added and strikethrough text deleted:

2.108.390 Standards.

Indigent defense services shall be in accordance with the following standards:

A. Indigent defense services shall be provided by attorneys under contract with the City.

1. An indigent defense contract shall contain provisions and standards for compensation of counsel, duties and responsibilities of counsel, case load limits and types of cases, responsibility for expert witness fees and other costs associated with representation, administrative expenses, support services, reports of attorney activity and vouchers, training, supervision, monitoring and evaluation of attorneys, substitution of attorneys or assignment of contracts, limitations on private practice of contract

attorneys, qualifications of attorneys, disposition of client complaints, cause for termination of contract or removal of attorney, and nondiscrimination.

2. An indigent defense contract shall be approved by the City Council. Approval of such a contract will be approval and adoption of the standards contained therein. An indigent defense conflict attorney contract need not be approved by City Council if such a contract contains provisions and standards substantially similar to public defense contract(s) previously approved by the City Council.

B. Indigent defense services shall be provided to all clients in a professional, skilled manner consistent with the orders of Washington Supreme Court, as such orders may be hereafter amended. standards set forth by the Washington State Bar Association and Standards for Indigent Defense Services (June 3, 2011), as such standards may be hereafter amended.

C. Indigent defense services shall be provided in accordance with the Washington State Rules of Professional Conduct, as such rules may be hereafter amended.

D. Indigent defense services shall be provided in accordance with the standards established by the Washington State Bar Association, as such standards may be hereafter amended, but only to the extent that such standards are stated specifically in the indigent defense services contract between the City and the person providing the indigent defense services. The decision of the honorable Robert S. Lasnik, Western District of Washington, in Wilbur et al. v. Mt. Vernon et al., Case No. 2:11-cv-01100.

E. All providers of indigent defense services shall comply with all federal, state and local nondiscrimination laws or ordinances in the provision of services to indigent defendants as well as with respect to the hiring and employment practices of their employees.

F. City staff shall propose revisions to the above standards as needed to city council.

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

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

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

Section 5. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance creating a special improvement project entitled “North Broadway Pedestrian Bridge” Fund 303, Program 133, to accumulate all costs for the improvement.

Council Bill #

CB 2508-48

Agenda dates requested:

Briefing

Proposed action 9/10/25

2nd Reading 9/17/25

Consent

Action 9/24/25

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: North Broadway Pedestrian Bridge

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

Location: North Broadway north of 10th Street

Preceding action: N/A

Fund: Fund 303 – Public Works Improvement Projects

Fiscal summary statement:

The City was awarded a Move Ahead Washington (MAWA) grant, supported through the Washington’s Climate Commitment Act, totaling \$12,900,000. Proceeds from the grant become available at each biennium, with the first proceeds available in 2025.

The programmed available funding for design of the project is \$2,500,050. The funding sources for this project will be as follows:

MAWA Grant	\$2,500,050
Total Funds	\$2,500,050

This ordinance will provide funding authorization for the design phase of the project. The department will bring a subsequent ordinance that will include construction funding for Council consideration when the remainder of the grant becomes available at the next biennium.

Project summary statement:

The City is partnering with Everett Community College (EvCC), and serving as the Certification Acceptance (CA) agency for the project

This project will build a pedestrian bridge over North Broadway that would connect EvCC and Washington State University Everett (WSU Everett). This bridge will enhance pedestrian safety by decreasing the number of pedestrians crossing North Broadway and allow for crossings to occur without interacting with traffic, and accessibility while serving as a critical link between campus facilities.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “North Broadway Pedestrian Bridge” Fund 303, Program 133, to accumulate all costs for the improvement.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “North Broadway Pedestrian Bridge” Fund 303, Program 133, to accumulate all costs for the improvement.

WHEREAS,

- A.** The City of Everett is committed to a comprehensive bridge construction, maintenance, and safety program.
- B.** The City of Everett has identified the need and obtained funds to construct a bridge at North Broadway, connecting Everett Community College and Washington State University – Everett.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 303, Program 133, entitled “North Broadway Pedestrian Bridge” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

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

Section 4. The sum of \$2,500,050 is hereby appropriated to Fund 303, Program 133, “North Broadway Pedestrian Bridge” as follows:

A.	Estimated Design Costs	\$2,500,050
B.	Source of Funds	
	Move Ahead Washington Grant	<u>\$2,500,050</u>
	Total Funds	\$2,500,050

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

Section 6. The City Council hereby declares that should any section, paragraph, sentence, clause, or

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title:

A Resolution setting October 22, 2025, at 12:30 p.m. as the Date and Time to Hear and Determine the Petition for the Proposed Vacation of the Remaining Alleys in the Block Bounded by Rockefeller Avenue on the West, Oakes Avenue on the East, Pacific Avenue on the North, and 32nd Street on the South

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent
Action 9/24/2025
Ordinance
Public hearing 10/22/2025
X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Resolution
Petition
Map Exhibit

Department(s) involved:

Parks and Facilities
Real Property
Public Works
Legal

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

BLeonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Alley Right-of-Way Vacation

Partner/Supplier: Petitioners abutting the alleys proposed for vacation

Location: 3100 Block between Rockefeller and Oakes Avenues

Preceding action: N/A

Fund: 145/Real Property Acquisition

Fiscal summary statement:

Compensation equal to the full appraised value of the vacated right-of-way is required. The appraised value is \$850,000.

Project summary statement:

A petition has been received from the owners of the abutting properties for the proposed vacation of the remaining alleys in the block bounded by Rockefeller Avenue on the west, Oakes Avenue on the east, Pacific Avenue on the north, and 32nd Street on the south.

The petitioners own more than two-thirds of the property abutting the alley rights-of-way proposed to be vacated, thus fulfilling the statutory requirements of RCW 35.79.010 that the petition must be signed by "the owners of more than two-thirds of the property abutting upon the part of the street or alley sought to be vacated."

The requested vacation is being sought to combine the parcels located on each side of the alleys into a larger, consolidated site for future development purposes.

RCW 35.79.010 further requires that City Council set a date and time for the matter to be heard.

Recommendation (exact action requested of Council):

Adopt a Resolution setting October 22, 2025, at 12:30 p.m. as the date and time to hear and determine the petition for the proposed vacation of the remaining alleys in the block bounded by Rockefeller Avenue on the west, Oakes Avenue on the east, Pacific Avenue on the north, and 32nd Street on the south.



RESOLUTION NO. _____

A RESOLUTION setting October 22, 2025, at 12:30 p.m. as the date and time to hear and determine the petition for the proposed vacation of the remaining alleys in the block bounded by Rockefeller Avenue on the west, Oakes Avenue on the east, Pacific Avenue on the north, and 32nd Street on the south.

WHEREAS,

- A. The owners of more than two-thirds of the property abutting the following alleys have signed a petition for vacation:**

The remaining alleys in the block bounded by Rockefeller Avenue on the west, Oakes Avenue on the east, Pacific Avenue on the north, and 32nd Street on the south.

The alleys are legally described as:

All that portion of the east/west alley lying northerly of Lot 20 and southerly of Lots 21 through 26 inclusive, in Block 739 of Everett Land Company's First Addition to Everett, according to the plat thereof recorded in Volume 3 of Plats, pages 20 through 20A, records of Snohomish County, Washington, more particularly described as follows;

Together with all that portion of the north/south alley lying easterly of Lots 1 through 10 and lying westerly of Lots 11 through 20, inclusive, in said Block 739 of Everett Land Company's First Addition to Everett. All situate in the City of Everett, County of Snohomish, State of Washington.

- B. The petition has been filed with the City Clerk. RCW 35.79.010 provides that the City Council shall, by resolution, fix a time for public hearing on the petition.**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF EVERETT that a public hearing be set for **October 22, 2025, at 12:30 p.m.**, in the City Council Chambers at 3002 Wetmore Avenue, to hear and determine the petition for the vacation of the alleys described above.

Councilmember introducing resolution

PASSED AND APPROVED this _____ day of _____, 2025.

Council President

**TO THE MEMBERS OF THE CITY OF COUNCIL
OF THE CITY OF EVERETT, WASHINGTON**



Councilmembers: The undersigned respectfully petition and show:

I.

That they are the owners of more than two-thirds of the private property abutting upon that portion of the right-of-way hereinafter described.

II.

That the petitioners desire to have vacated the following described property:

All that portion of the east/west alley lying northerly of Lot 20 and southerly of Lots 21 through 26 inclusive, in Block 739 of Everett Land Company's First Addition to Everett, according to the plat thereof recorded in Volume 3 of Plats, pages 20 through 20A, records of Snohomish County, Washington, more particularly described as follows;

Together with all that portion of the north/south alley lying easterly of Lots 1 through 10 and lying westerly of Lots 11 through 20, inclusive, in said Block 739 of Everett Land Company's First Addition to Everett.

III.

That portion of the said right-of-way hereby petitioned to be vacated will not interfere with the public or private utilities. Any existing utilities will be relocated at petitioner's expense or an easement shall be provided in the ordinance.

WHEREOF your petitioners pray that you will pass a resolution fixing a time not more than sixty (60) days and not less than twenty (20) days after the date of the passage of such resolution for the hearing upon this petition, and that after a full hearing upon said petition you will pass an ordinance vacating that portion of the right-of-way herein described and that the ordinance vacating said portion of the street shall provide that the strip so vacated shall vest to the abutting property owners in accordance with the laws of the State of Washington.

Respectfully submitted,

3113 Investments, LLC
Rockefeller Investments, LLC
Rockefeller Manager, LLC
Pacific Avenue Investments, LLC
Housing Authority of Snohomish County

(Petitioner signatures provided below on Exhibit A, Authorized Signatures)

TO THE MEMBERS OF THE CITY OF COUNCIL
OF THE CITY OF EVERETT, WASHINGTON



Exhibit A
Authorized Signatures

3119 Investments, LLC

Michael Finch

6F7EFB9CDB034B7...

Member

Housing Authority of Snohomish County

Rockefeller Investments, LLC

Michael Finch

6F7EFB9CDB034B7...

Member

Pacific Avenue Investments, LLC

Michael Finch

6F7EFB9CDB034B7...

Member

Rockefeller Manager, LLC

TO THE MEMBERS OF THE CITY OF COUNCIL
OF THE CITY OF EVERETT, WASHINGTON



Exhibit A
Authorized Signatures

3113 Investments, LLC

Housing Authority of Snohomish County
Laurie Olson

Laurie Olson

Laurie Olson (Feb 27, 2025 12:50 PST)

Rockefeller Investments, LLC

Pacific Avenue Investments, LLC

Rockefeller Manager, LLC

TO THE MEMBERS OF THE CITY OF COUNCIL
OF THE CITY OF EVERETT, WASHINGTON



Exhibit A
Authorized Signatures

3113 Investments, LLC

Housing Authority of Snohomish County

Rockefeller Investments, LLC

Pacific Avenue Investments, LLC

Rockefeller Manager, LLC



Evan J. Hunden, Managing Member

Pacific Ave

NORTH

Jackson House
Senior Community

Previously Vacated
Alley

Consolidated
Development Site
Approx. 1.95 Acres

Proposed Alley
Vacation
Approx. 9445 SF

Rockefeller Ave

Oakes Ave



City Council Agenda Item Cover Sheet

Project title: 2026-2030 Everett Housing Strategy

Council Bill # *interoffice use*

Agenda dates requested:

Briefing 9/24/25

Proposed action

Consent

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Strategic Housing Initiatives
Summary Table

Department(s) involved:

CPED

Contact person:

Frank Hong

Phone number:

425-257-7164

Email:

fhong@everettwa.gov

Initialed by:

JW

Department head

Administration

Council President

Project: 2026-2030 Everett Housing Strategy

Partner/Supplier: N/A

Location: N/A

Preceding action: Parks & Built Environment Committee [8/13/25](#)

Fund: N/A

Fiscal summary statement:

No fiscal impact anticipated at this time.

Project summary statement:

The City of Everett Community Planning Economic Development Department has prepared a 2026–2030 Housing Strategy to guide near-term housing actions while aligning with the City’s new Strategic Housing Framework for long-term progress. This roadmap builds on years of planning and engagement, including the [2021 Rethink Housing Action Plan](#), the [Everett Comprehensive Plan](#), and other recent housing studies. Together, these efforts identified Everett’s most pressing housing needs, confirmed shortfalls in affordable housing and supportive services, and laid the foundation for coordinated solutions.

The strategy positions Everett to address immediate housing pressures while building durable systems for accountability, innovation, and collaboration to support sustained growth and community stability.

Recommendation (exact action requested of Council):

Presentation briefing only. No council action requested at this time.

Draft 2026-2030 Housing Strategy: Strategic Housing Initiatives

5-Year Strategic Housing Initiatives	SHF
Internal Governance and Coordination	SHF
• Realignment of housing functions among city divisions	1,2,5,7,8,9
• Elevate housing leadership with restructuring of internal staff/ positions	All
• Coordinating external technical assistance for developers and community stakeholders	2,5,7,9
• Create centralized virtual housing portal	2,3,4,5,6,7,9
• Develop proactive engagement strategy with state housing policy	All
Land Use and Zoning	SHF
• Draft Casino Road subarea neighborhood plan	2,4,9,10
• Draft community hub subarea plans focusing on major centers and update of the Metro Everett Plan	2,4,9,10
• Prepare inclusionary zoning status report	2,10
• Prepare land division and small lot subdivision	2,10
• Update Multifamily Tax Exemption Program	2,4,8,9,10
• Streamline permitting: explore an expedited review track for affordable housing, develop a pre-approved design catalog, improve the application submittal process, and pilot an AI chatbot for customer support	1,2,3,9,10
Innovation	SHF
• Develop the Center for Advanced Housing Manufacturing (CAHM)	All
• Support an innovative housing demonstration project	1,2,3,4,5,6,9
• Establish the Coalition for Advanced Housing Production (CAHP)	1,2,3,4,5,7,9,10
• Explore development of a social housing framework	All
Funding	SHF
• Prepare Comprehensive Housing Finance Strategy capturing priorities, funding and incentives, applicant procedures, scoring matrix, etc.	1,2,5,7,9,10
• Explore employer-supported housing initiatives	1,5,9
• Explore local or countywide housing levy	1,5,9
• Expand regional housing compact and grant coordination	1,5,9
Accountability	SHF
• Develop an external integrated housing performance and accountability system	1,5,8,9,10
• Improve internal program guidelines & compliance systems	1,5,8,9,10
Housing for All - Supply	SHF
• Identify spectrum of shelter needs and develop a targeted growth plan	4,8,9
• Leverage management plan to support nonprofit and developer success	1,9,10
• Expand housing coordination with faith communities	1,2,7,9
• Identify and pursue opportunities for covenant extension	2,8
• Prepare manufactured housing overlay/zone	1,2,8,10
• Develop a displacement risk platform	2,7
• Create land banking program for affordable housing	2,3,4,9,10



Everett Strategic Housing Framework and Initiatives 2026-2030

Frank Hong

Special Projects Manager for Housing

Community Planning & Economic Development Department

September 24, 2025

Everett Strategic Housing Framework and Initiatives 2026-2030



Long-Term Strategic Housing Framework

Parks & Built Environment

August 13, 2025

5-Year Strategic Housing Initiatives		SWP
Internal Governance and Coordination		SWP
• Realignment of housing functions among city divisions		1,2,3,7,8,9
• Elevate housing leadership with restructuring of internal staff positions		All
• Coordinating external technical assistance for developers and community stakeholders		2,5,7,9
• Create centralized virtual housing portal		2,3,4,5,6,7,9
• Develop proactive engagement strategy with state housing policy		All
Land Use and Zoning		SWP
• Draft Casino Road subarea neighborhood plan		2,4,9,10
• Draft community hub subarea plan focusing on major centers and update of the Metro Everett Plan		2,4,9,10
• Prepare inclusionary zoning status report		2,10
• Prepare land division and small lot subdivision		2,10
• Update Multifamily Tax Exemption Program		2,4,8,9,10
• Streamline Permitting: explore an expedited review track for affordable housing, develop a pre-approved design catalog, improve the application submittal process, and pilot an AI chatbot for customer support		1,2,3,5,10
Innovation		SWP
• Develop the Center for Advanced Housing Manufacturing (CAHM)		All
• Support an innovative housing demonstration project		1,2,3,4,5,6,8
• Establish the Coalition for Advanced Housing Production (CAHP)		1,2,3,4,5,7,9,10
• Explore development of a social housing framework		All
Funding		SWP
• Prepare Comprehensive Housing Finance Strategy capturing priorities, funding and incentives, applicant procedures, scoring matrix, etc.		1,2,5,7,9,10
• Explore employer-supported housing initiatives		1,5,9
• Explore local or countywide housing levy		1,5,9
• Expand regional housing compact and grant coordination		1,5,9
Accountability		SWP
• Develop an internal integrated housing performance and accountability system		1,5,8,9,10
• Improve internal program guidelines & compliance systems		1,5,8,9,10
Housing for All - Supply		SWP
• Identify spectrum of shelter needs and develop a targeted growth plan		4,8,9
• Leverage management plan to support nonprofit and developer success		1,9,10
• Expand housing coordination with faith communities		1,2,7,9
• Identify and pursue opportunities for movement extension		1,8
• Prepare manufactured housing overlay		1,2,8,10
• Develop a displacement risk platform		2,7
• Create land banking program for affordable housing		2,3,4,9,10

5-Year Strategic Housing Initiatives

City Council

September 24, 2025





Video Recording
[Parks & Built Environment Committee](#)
[August 13, 2025](#)



Internal Governance and Coordination

Highlights

- Housing is a top priority
- Elevating City as a housing leader
- Improving collaboration, communication, & information sharing

Internal Governance and Coordination	SHF
• Realignment of housing functions among city divisions	1,2,5,7,8,9
• Elevate housing leadership with restructuring of internal staff/ positions	All
• Coordinating external technical assistance for developers and community stakeholders	2,5,7,9
• Create centralized virtual housing portal	2,3,4,5,6,7,9
• Develop proactive engagement strategy with state housing policy	All



Land Use and Zoning

Highlights

- Commitment to continuous improvement and community needs

Land Use and Zoning	SHF
• Draft Casino Road subarea neighborhood plan	2,4,9,10
• Draft community hub subarea plans focusing on major centers and update of the Metro Everett Plan	2,4,9,10
• Prepare inclusionary zoning status report	2,10
• Prepare land division and small lot subdivision	2,10
• Update Multifamily Tax Exemption Program	2,4,8,9,10
• Streamline Permitting: explore an expedited review track for affordable housing, develop a pre-approved design catalog, improve the application submittal process, and pilot an AI chatbot for customer support	1,2,3,9,10



Innovation

Highlights

- Forging ahead: positioning Everett as a leader in manufactured and affordable housing

Innovation	SHF
• Develop the Center for Advanced Housing Manufacturing (CAHM)	All
• Support an innovative housing demonstration project	1,2,3,4,5,6,9
• Establish the Coalition for Advanced Housing Production (CAHP)	1,2,3,4,5,7,9,10
• Explore development of a social housing framework	All



Housing Finance

Highlights

- Stepping into opportunities
- Improving funding equity, transparency, and efficiency

Funding	SHF
• Prepare Comprehensive Housing Finance Strategy capturing priorities, funding and incentives, applicant procedures, scoring matrix, etc.	1,2,5,7,9,10
• Explore employer-supported housing initiatives	1,5,9
• Explore local or countywide housing levy	1,5,9
• Expand regional housing compact and grant coordination	1,5,9



Accountability

Highlights

- Ensuring that resources are utilized appropriately
- Pursuing continuous improvement and internal alignment

Accountability	SHF
• Develop an external integrated housing performance and accountability system	1,5,8,9,10
• Improve internal program guidelines & compliance systems	1,5,8,9,10



Housing for All - Supply

Highlights

- Diverse housing choices
- Partnerships for delivery
- Programs supporting long-term housing growth and affordability

Housing for All - Supply	SHF
• Identify spectrum of shelter needs and develop a targeted growth plan	4,8,9
• Leverage management plan to support nonprofit and developer success	1,9,10
• Expand housing coordination with faith communities	1,2,7,9
• Identify and pursue opportunities for covenant extension	2,8
• Prepare manufactured housing overlay	1,2,8,10
• Develop a displacement risk platform	2,7
• Create land banking program for affordable housing	2,3,4,9,10



Questions?

Frank Hong

Special Projects Manager for Housing

(425) 257-7164

fhong@everettwa.gov





PROCLAMATION

WHEREAS, the City of Everett is home to a rich tapestry of cultures and traditions that have shaped our identity as an inclusive and resilient community;

And, the preservation and sharing of our heritages strengthens civic pride, fosters understanding and enriches the lives of all residents;

And, National Hispanic Heritage Month serves as a time for collective reflection and celebration of the multitude of cultural heritages that enrich our community, reminding us that our strength lies in unity and inclusion;

And, cultural heritage includes not only historical traditions, but also expressions of identity through food, music, language and civic engagement, all of which help define the spirit of Everett;

And, the Bureau of the Census estimates the Hispanic population living in Everett is 17%;

And, celebrating National Hispanic Heritage Month allows residents to learn from one another, deepen their understanding of different cultures and strengthen the bonds of community through recognition;

And, this month we reaffirm our commitment to inclusion and mutual respect by uplifting the stories and experiences that have shaped Everett's past and continue to shape its future.

NOW, THEREFORE, BE IT RESOLVED, I, Cassie Franklin, Mayor of the City of Everett, do hereby proclaim September as

"National Hispanic Heritage Month"

and urge all residents to learn about the many cultures represented in our community and to continue building a future where everyone's cultural identity is celebrated.

Signed this 16th day of September 2025.

A handwritten signature in blue ink, appearing to read "Cassie Franklin", written over a horizontal line.

Mayor Cassie Franklin
City of Everett

From: [Angela Ely](#)
To: [Marisa Nishimura](#)
Cc: [DL-Council](#); [Jennifer Gregerson](#); [David Hall](#)
Subject: FW: [EXTERNAL] City Council is betraying Community Trust
Date: Wednesday, September 24, 2025 11:04:30 AM

Category 2: Sensitive information

Hello,

Please submit the email below as written comment for the record at today's Council meeting.

Thank you,
Angie

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

From: Deborah Riehl <deborahgriehl@outlook.com>
Sent: Sunday, September 21, 2025 9:56 AM
To: DL-Council <Council@everettwa.gov>
Subject: [EXTERNAL] City Council is betraying Community Trust

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.

Paula Rhyne,
Why is the city Council de-funding access to K-12 schools' fields athletic facilities, and local parks?
Why is the city council funding the billionaire owners of Major/Minor league baseball teams?
Why is it that the city council is giving money to those who need it LESS instead of giving money to the ones that need it MOST?
How does this make sense to ANYONE!!! Do what is right and not what is wrong!!!
Please draft a resolution that corrects this injustice. Keep the funds in the Youth Athletic Facility account.
Regards,
Deborah Riehl
Everett, WA. Voter



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. 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: 9/24/23

NAME (required): MASON RUTLEDGE

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

EMAIL (optional): 6 PHONE (optional): _____

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 CITY COUNCIL Public Comment Form

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

DATE: 8-24-2025

NAME (required): LAWRENCE BALOGH

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

EMAIL (optional): LAWRENCE.BALOGH@GMAIL.COM PHONE (optional): 206-579-2112

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 Strategic Housing Framework and Initiatives 2026-2030

Frank Hong

Special Projects Manager for Housing

Community Planning & Economic Development Department

September 24, 2025

Everett Strategic Housing Framework and Initiatives 2026-2030



Long-Term Strategic Housing Framework

Parks & Built Environment

August 13, 2025

5-Year Strategic Housing Initiatives	
Internal Governance and Coordination	SWP
• Realignment of housing functions among city divisions	1,2,3,7,8,9
• Elevate housing leadership with restructuring of internal staff positions	All
• Coordinating external technical assistance for developers and community stakeholders	2,5,7,9
• Create centralized virtual housing portal	2,3,4,5,6,7,9
• Develop proactive engagement strategy with state housing policy	All
Land Use and Zoning	SWP
• Draft Casino Road subarea neighborhood plan	2,4,9,10
• Draft community hub subarea plan focusing on major centers and update of the Metro Everett Plan	2,4,9,10
• Prepare inclusionary zoning status report	2,10
• Prepare land division and small lot subdivision	2,10
• Update Multifamily Tax Exemption Program	2,4,8,9,10
• Streamline Permitting: explore an expedited review track for affordable housing, develop a pre-approved design catalog, improve the application submittal process, and pilot an AI chatbot for customer support	1,2,3,5,10
Innovation	SWP
• Develop the Center for Advanced Housing Manufacturing (CAHM)	All
• Support an innovative housing demonstration project	1,2,3,4,5,6,8,9
• Establish the Coalition for Advanced Housing Production (CAHP)	1,2,3,4,5,7,9,10
• Explore development of a social housing framework	All
Funding	SWP
• Prepare Comprehensive Housing Finance Strategy capturing priorities, funding and incentives, applicant procedures, scoring matrix, etc.	1,2,5,7,9,10
• Explore employer-supported housing initiatives	1,5,9
• Explore local or countywide housing levy	1,5,9
• Expand regional housing compact and grant coordination	1,5,9
Accountability	SWP
• Develop an internal integrated housing performance and accountability system	1,5,8,9,10
• Improve internal program guidelines & compliance systems	1,5,8,9,10
Housing for All - Supply	SWP
• Identify spectrum of shelter needs and develop a targeted growth plan	4,8,9
• Leverage management plan to support nonprofit and developer success	1,9,10
• Expand housing coordination with faith communities	1,2,7,9
• Identify and pursue opportunities for movement extension	1,8
• Prepare manufactured housing overlay	1,2,8,10
• Develop a displacement risk platform	2,7
• Create land banking program for affordable housing	2,3,4,9,10

5-Year Strategic Housing Initiatives

City Council

September 24, 2025





Video Recording
[Parks & Built Environment Committee](#)
[August 13, 2025](#)



Internal Governance and Coordination

Highlights

- Housing is a top priority
- Elevating City as a housing leader
- Improving collaboration, communication, & information sharing

Internal Governance and Coordination	SHF
• Realignment of housing functions among city divisions	1,2,5,7,8,9
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• Create centralized virtual housing portal	2,3,4,5,6,7,9
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Land Use and Zoning

Highlights

- Commitment to continuous improvement and community needs

Land Use and Zoning	SHF
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Innovation

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Housing Finance

Highlights

- Stepping into opportunities
- Improving funding equity, transparency, and efficiency

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Accountability

Highlights

- Ensuring that resources are utilized appropriately
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Highlights

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Questions?

Frank Hong

Special Projects Manager for Housing

(425) 257-7164

fhong@everettwa.gov



Draft 2026-2030 Housing Strategy: Strategic Housing Initiatives

5-Year Strategic Housing Initiatives	SHF
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• Identify and pursue opportunities for covenant extension	2,8
• Prepare manufactured housing overlay/zone	1,2,8,10
• Develop a displacement risk platform	2,7
• Create land banking program for affordable housing	2,3,4,9,10

