



EVERETT

WASHINGTON

Everett City Council Preliminary Agenda 12:30 p.m., Wednesday, October 29, 2025 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: October 22, 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 \$2,790,468.63 For The Period Ending October 11, 2025, Through October 17, 2025.

Documents:

[RES_CLAIMS PAYABLE 10.17.25.PDF](#)

(2) Adopt A Resolution Declaring A Kohler Generator Surplus And Authorizing Its Sale At Public Auction.

Documents:

[RES_KOHLER GENERATOR.PDF](#)

(3) Approve The Mayor's Acceptance Of A Grant From The ASPCA Totaling \$20,000, Into The Fund For The Animals.

Documents:

[ASPCA QUALITY OF LIFE - HOUSING GRANT.PDF](#)

(4) Authorize The Mayor To Execute The EarthScope License To Use City Property At Lake Chaplain.

Documents:

[EARTHSCOPE LICENSE AT LAKE CHAPLAIN 2025.PDF](#)

(5) Adopt A Resolution Declaring A 2012 International Navistar 7400 Dump Truck, J0115, Surplus And Authorizing Its Sale At Public Auction.

Documents:

[RES_2012 INTERNATIONAL DUMP TRUCK.PDF](#)

(6) Authorize The Mayor To Execute Agreements In Substantial Form For The VOAWW South Everett Women And Children's Pallet Community.

Documents:

[VOAWW PALLET COMMUNITY AGREEMENTS.PDF](#)

PROPOSED ACTION ITEMS:

(7) CB 2510-56 – 2nd Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled City Of Everett Police Boathouse Project, Fund 342, Program 054 To Accumulate All Design Costs. (3rd & Final Reading 11/5/25)

Documents:

[CB 2510-56.PDF](#)

(8) CB 2510-57 – 2nd Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Cedar Hall & Recreation Building Demolition", Fund 342, Program 055 To Accumulate All Costs For The Project. (3rd & Final Reading 11/5/25)

Documents:

[CB 2510-57.PDF](#)

BRIEFING & PROPOSED ACTION:

(9) CB 2510-58 – 1st Reading - Adopt An Ordinance Amending Chapter 10.16 Of The Everett Municipal Code To Add Exposing A Minor Child To Domestic Violence. (3rd & Final Reading 11/12/25)

Documents:

[CB 2510-58.PDF](#)

BRIEFING & ACTION:

ACTION ITEMS:

(11) CB 2510-54 – 3rd & Final Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled "41st Street To Rucker Avenue Corridor Phase 2" Fund 303, Program 123, And Repealing Ordinance No. 3869-22.

Documents:

[CB 2510-54.PDF](#)

(12) CB 2510-55 – 3rd & Final Reading – Adopt An Ordinance Closing A Special Improvement Project Entitled "41st Street To West Marine View Drive Corridor

Improvements" Fund 303, Program 091, As Established By Ordinance No. 3468-15.

Documents:

[CB 2510-55.PDF](#)

(13) Authorize The Purchase Of The Property Located At 3310 Paine Avenue In Everett, Approve The Purchase And Sale Agreement, And Authorize The Mayor And The Real Property Manager To Sign Documents (Including Purchase And Sale Agreement Amendments That Do Not Increase The Purchase Price) And Take Actions As Necessary To Close The Purchase Transaction.

Documents:

[3310 PAINE AVE PURCHASE AND SALE AGREEMENT.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 checks against the City of Everett for the period October 11, 2025 through October 17, 2025, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

Fund	Department	Amount
001	City Council	491.53
002	General Funds	(6,469.54)
003	Legal	6,678.56
004	Administration	339.65
005	Municipal Court	6,358.39
007	Human Resources	424.95
009	Misc Financial Funds	358,177.66
010	Finance	858.36
015	Information Technology	244.20
021	Planning & Community Dev	862.14
024	Public Works-Engineering	19,141.43
026	Animal Shelter	1,698.50
030	Emergency Management	1,528.54
031	Police	5,257.36
032	Fire	4,559.51
038	Facilities Maintenance	256.60
TOTAL GENERAL FUND		\$ 400,407.84

Fund	Department	Amount
101	Parks & Recreation	20,375.76
110	Library	7,201.45
112	Municipal Arts	15,772.39
114	Conference Center	1,200.00
120	Public Works - Streets	29,932.56
138	Hotel/Motel Tax Fund	24,649.00
146	Property Management	88,101.32
148	Cum Res/Parks	62.38
149	Senior Center Reserve	20,833.33
152	Cum Res/Library	1,376.92
153	Emergency Med Svc	93,754.92
155	Capital Reserve Fund	56,735.64
156	Criminal Justice	16,840.64
197	CHIP Loan Program	10,166.04
198	Comm Dev Block Grants	12,597.94
308	Riverfront Development	391,801.50
342	City Facilities Const.	36,996.74
354	Parks Capital Const.	60,295.94
401	Public Works-Utilities	817,801.39
402	Solid Waste Utility	2,130.35
425	Public Works-Transit	224,458.48
430	Everpark Garage	131.20
440	Golf	80,490.83
501	MVD - Trans Services	154,275.44
503	Self-Insurance	16,192.27
505	Computer Reserve	73,323.72
637	Police Pension	1,168.76
638	Fire Pension	38,575.62
663	Investment Earnings	1,875.00
665	Other Special Agency Funds	88,375.26
670	Custodial Funds	2,568.00

Councilperson introducing Resolution

Passed and approved this day of , 2025

TOTAL CLAIMS	2,790,468.63
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Council President

Project title: Adopt a Resolution Declaring a Kohler Generator Surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 10/29/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Resolution

Department(s) involved:

Procurement & Public Works

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Resolution declaring a Kohler Generator Surplus and Authorizing Sale at Public Auction

Partner/Supplier: N/A

Location: N/A

Preceding action: N/A

Fund: 401 Utilities

Fiscal summary statement

Funds received from this surplus sale will be returned to Fund 401 Utilities.

Project summary statement:

The Public Works Department Water Pollution Control facility owns a Kohler 300 KW 480V diesel generator model #300REOZJ-CP1, ATS model #KCP-AMTC-0600S. The generator is being surplussed because the city has had difficulty getting parts to repair it. The generator is a critical asset for permit compliance, and the city cannot risk being out of permit compliance by not being able to repair it.

The generator has approximately 13.58 hours and has an estimated surplus value of \$30,000.

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a Kohler generator surplus and authorizing its sale at public auction.



RESOLUTION NO. _____

A RESOLUTION declaring a Kohler Generator surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a Kohler Generator and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND EVERETT CITY COUNCIL THAT:

1. The City has a Kohler Generator;
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this _____ day of _____, 2025.

Council President



City Council Agenda Item Cover Sheet

Project title: Grant from the ASPCA Totaling \$20,000, into the Fund for the Animals

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 10/29/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

X Yes No

PowerPoint presentation:

Yes X No

Attachments:

ASPCA Quality of Life –
Housing Grant

Department(s) involved:

Parks & Facilities
Animal Services
Legal

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: ASPCA Quality of Life - Housing Grant

Partner/Supplier: American Society for the Prevention of Cruelty to Animals (ASPCA)

Location: N/A

Preceding action: N/A

Fund: 151/Fund for the Animals

Fiscal summary statement:

Donation into the Fund for the Animals, Fund 151, in the amount of \$20,000. A subsequent budget amendment will be required to authorize grant spending in 2026.

Project summary statement:

The Everett Animal Shelter (EAS) is honored to have been offered a Quality of Life - Housing Grant from the American Society for the Prevention of Cruelty to Animals (ASPCA), a 501(c)(3) nonprofit corporation based in New York.

This grant will provide funding to install doors between dog kennels at the Everett Animal Shelter. This will increase housing space for dogs and bring EAS into compliance for shelter housing best practices.

The Fund for the Animals (Fund 151) is a cumulative reserve fund that benefits the animals. All gifts to the city in excess of \$10,000 must be approved by City Council. Pursuant to EMC 2.105.020(B), the Mayor is authorized to conditionally accept this gift, and Council shall, by motion, approve or reject the mayor's acceptance.

Recommendation (exact action requested of Council):

Approve the Mayor's acceptance of a grant from the ASPCA totaling \$20,000, into the Fund for the Animals.



Grant Agreement Reference:

NAME: **City of Everett Animal Shelter**

PROJECT: **Quality of Life- Housing**

AMOUNT: **\$ 20,000**

GRANT NUMBER: **202508-33877**

GRANT EFFECTIVE DATE: **08/28/2025**

GRANT EXPIRATION DATE: **08/31/2026**

ASPCA GRANT OFFICER: **Tricia Sebes**

ASPCA GRANT MANAGER: **Dina Trefethen**

October 16, 2025

Glynis Frederiksen
333 Smith Island Rd
Everett, WA 98201

Dear Glynis Frederiksen,

The American Society for the Prevention of Cruelty to Animals (the “ASPCA”) is deeply honored to be able to grant to City of Everett Animal Shelter (the “Grantee,” and together with the ASPCA, the “Parties” and each a “Party”) the amount of \$ 20,000 (the “Grant”). These funds are designated for Quality of Life- Housing, as described in the Grant request, the Grant Request Documents, and, if applicable, its amendments (the “Project”) and subject to the terms of this agreement (the “Agreement”).

The ASPCA shall issue the Grant to the Grantee approximately two to six weeks following receipt of the signed original contract, including all pages. By signing this Agreement, you represent and warrant that Grantee will meet the obligations specified in this Agreement.

Intending to be legally bound and in consideration of the Grant provided to the Grantee and the desire of the Grantee to conduct the Project, the parties hereby agree to the following terms and conditions as of the first date listed above (the “Effective Date”):

1. Grant Requirements. Payment is contingent upon ASPCA’s receipt of the signed Agreement from Grantee. The ASPCA will not advance Grant payment until all required documents have been received and reviewed.

The Grantee acknowledges and agrees that the Grant shall be used exclusively for costs incurred directly in connection with the Project and as set forth in this Agreement, and that failure to do so will result in the Grantee having to return the Grant to the ASPCA within ten (10) days of the ASPCA's request to do so.

The Grantee acknowledges and agrees that any proposed changes to the Project, including, but not limited to, the Project goals and objectives, the use or purpose of funds, the distribution of funds across approved budget items, or any other substantive changes to the Project shall be fully approved by the Grant Officer and memorialized with an amendment to the Agreement prior to initiating any such changes.

Unless Grantee is expressly exempt from this requirement (e.g. as an agency or instrumentality of government), it shall meet the ASPCA Grantee Organizational Standards (the "Standards"), attached hereto as **Schedule 1**. If Grantee does not meet the standards by the Effective Date, the ASPCA may, in its sole discretion, grant additional time for the Grantee to come into compliance with the Standards. If additional time is granted, Grantee shall have 12-months or until the Expiration Date, whichever is sooner, to comply with the requirements and provide proof of compliance as a part of its required reporting.

The Grantee agrees that at no time will any funds it receives from the ASPCA be used to attempt to influence the outcome of any selection, nomination, election, or appointment of any individual to any public office or office of a political organization within the meaning of Internal Revenue Code Section 527(e)(2), and shall furthermore not use any of the funds it receives from the ASPCA to participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

For projects that include grant funds used to purchase food for a gathering of individuals, the Grantee will limit the use of ASPCA funds to purchase vegetarian, vegan, fish or welfare-certified meat products only. "Welfare-certified meat products" shall mean products that are from farms, obtained either directly or through another supplier (restaurant, retailer, etc.), that are certified by at least one of the following certification programs: (a) Animal Welfare Approved; (b) Certified Humane; and/or (c) Global Animal Partnership, Steps 2 and above. For more information about welfare-certified products or where to locate welfare-certified products, please visit <http://www.asPCA.org/take-action/help-farm-animals/finding-higher-welfare-products>.

Employees, volunteers or other associates of the Grantee whose food expenses are reimbursed or otherwise paid from ASPCA grant funds, including, but not limited to beneficiaries of travel stipends and scholarships, are strongly encouraged to choose higher-welfare meat products, fish, vegan or vegetarian food.

Grant Reporting:

The Grantee must submit reports (the “Grant Reports”) to provide the ASPCA with information about the Project and to ensure the Grant is being used as described in this Agreement. Grant Reports shall be due per the following schedule:

Report Type	Due Date
NTSI Final Report	09/14/2026

The Grantee acknowledges it may be subject to additional reporting requirements as assigned by its ASPCA Grant Officer and set forth in the Grant record in Fluxx (the “Additional Reporting”). Additional Reporting shall be submitted as a part of the regular Grant Reports.

Grantees that fail to submit required documentation by the Final Report Due Date may jeopardize future grants and/or grant payments.

Grant Extensions:

Extension requests will not be considered for the Final Report Due Date. However, should the Grantee need a Grant extension due to unforeseen delays in the Project timeline, Grantee may request an extension by emailing grants@aspc.org before the Grant Expiration Date. The ASPCA shall review the Grantee’s request and may grant an extension to the Grant term. If the ASPCA declines the request for an extension, or if the Project is completed but carries a balance of unspent funds, the Grantee shall promptly refund and pay back to the ASPCA the unexpended balance.

Ad Hoc Requirements:

The ASPCA may request additional information regarding the Project. Upon such a request, the Grantee must provide the requested information in a timely manner. Such additional information may include but is not limited to receipts, photographs, and press information.

The ASPCA may choose to conduct site visits of the Grantee’s location(s). The Grantee must provide the ASPCA with access to such locations at a date and time mutually agreed upon by the Parties.

2. Compliance with the Law and Maintenance of Tax-Exempt Status. In carrying out the Project, the Grantee shall comply with all applicable federal, state and local laws and regulations including but not limited to all applicable federal, state, and local employment laws, regulations, and rules.

The Grantee agrees that it is the sole employer of all individuals who are compensated in whole or in part with Grant funds, or whose employment, fellowship or internship position arises in any way as a direct or indirect result of the Grant (each a “Funded Position”). The Grantee further agrees that it is exclusively responsible for the classification and engagement of any contractors whose fees and/or expenses are paid in whole or in part with Grant funds (“Funded Contractor”). Accordingly, the Grantee agrees that with respect to any Funded Position and/or any Funded Contractor, the Grantee is exclusively responsible for compliance with, and will comply with, any and all applicable federal, state and local employment laws, regulations and rules, including, but not limited to, any employer obligations to: (a) timely pay all wages or other compensation due; (b) withhold and remit employment

taxes; (c) administer any required discipline; (d) provide insurance coverages; (e) prohibit discrimination or harassment based on any protected characteristic; and (f) provide any required leave or accommodation. The Grantee acknowledges and agrees that the parties to this Agreement are in the relationship of Grantor and Grantee, and the use of Grant funds for Funded Positions and/or Funded Contractors does not constitute a joint venture, affiliation, or joint employment relationship of any kind.

Grantee will not use and will require any subgrantee or contractor not to use Grant funds in violation of U.S. Export Controls, directly or indirectly (i) to pay for or provide to governments or Persons located in Embargoed Countries or any Person on the Denied Persons List goods, technology or services; (ii) to finance, approve, support or facilitate the provision of goods, technology or services to governments of or Persons located in Embargoed countries or Persons on the Denied Persons List; or (iii) to conduct any transaction of any kind with a Person on the SDN List.

If the Grantee is a 501(c)(3) organization, the Grantee certifies that it is in good standing with the Internal Revenue Service and shall notify the ASPCA immediately of any change in, or challenge by the Internal Revenue Service to, its status as a 501(c)(3) tax-exempt organization.

3. License. Each Party hereby grants to the other party a license to use the Party's name and trademarks on materials directly related to the activities of the Project and/or the Grant.

All use of the ASPCA name and trademarks must comply with the ASPCA's style guide. "ASPCA Trademarks" are: "ASPCA®", which must always appear in PMS 422 and 021, unless used in materials that are completely black and white in nature, in which case it may appear in black; and "The American Society for the Prevention of Cruelty to Animals®".

4. Acknowledgement of ASPCA Support. In consideration of the Grant, the Grantee may publicly acknowledge that the Project was made possible through a generous grant from the ASPCA. If the Grantee chooses to make an acknowledgment, Grantee shall submit any Project acknowledgements that include the ASPCA's name or trademarks to press@aspca.org for review and approval prior to its inclusion in any materials prepared and intended to be distributed regarding the activities of the Project. No changes on the approved version of any Project acknowledgements shall be instituted by the Grantee without the prior written approval of the ASPCA. The ASPCA has the right in its sole discretion to require the Grantee to remove all references to the ASPCA's involvement if the ASPCA determines that the Grantee is not fulfilling its obligations under this Agreement or if for any other reason the ASPCA determines that it is no longer in the ASPCA's best interest to be referenced in such manner.

For further assistance regarding recognition of the Grant, including press releases, advisories, or general media outreach, please contact the ASPCA's Media Department at press@aspca.org or visit <https://www.aspcapro.org/media-and-promotional-materials-aspcar-grant-recipients> for press release templates, logos, and other media materials.

5. Records. The Grantee will keep accurate books and records with respect to the grant in accordance with Generally Accepted Accounting Principles (GAAP) and business practices. The Grantee will keep records of receipts and expenditures made of Grant funds as well as copies of the reports submitted to the ASPCA and supporting documentation for at least three (3) years after

completion of the use of the Grant funds, and will furnish or make available such books, records, and supporting documentation to the ASPCA for inspection at reasonable times from the time of the Grantee's acceptance of the Grant through such period.

6. Termination. The ASPCA may, in its sole discretion (i) withhold payment of funds until in its opinion the situation has been corrected or (ii) declare the Grant terminated in any of the following circumstances:

- a. If, as the result of the consideration of reports and information submitted to it by the Grantee or from other sources, the ASPCA, in its sole discretion, determines that continuation of the Project is not reasonably in furtherance of the ASPCA's mission to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission") or that the Project is not being executed in substantial compliance with the grant request (or work plan as revised) or that the Grantee is incapable of satisfactorily completing the work of the Project;
- b. In the case of any violation by the Grantee of the terms and conditions of this Agreement;
- c. In the event of any change in, or challenge by the Internal Revenue Service to, the Grantee's status as a 501(c)(3) tax-exempt organization if applicable; or
- d. If it is revealed that, during the Project, the Grantee is or was involved in any activity or makes any statement disparaging of, or reflecting unfavorably upon the ASPCA, tarnishes the reputation of the ASPCA or is not in alignment with the ASPCA Mission.

If the ASPCA terminates the Grant, it shall so notify the Grantee, whereupon it, if so requested by the ASPCA, shall promptly refund and pay back to the ASPCA any unexpended balance of the Grant funds in the Grantee's hands or under its control or any expended Grant funds deemed to have been misappropriated per the terms of this Agreement.

Upon completion of the Project or termination of this Agreement for any reason, the ASPCA will withhold any further payments of Grant funds. All such determinations by the ASPCA under this **Section 6** will be final, binding and conclusive upon the Grantee.

7. Future Funding. The Grantee acknowledges that the ASPCA and its representatives have made no actual or implied promise of funding except for the amounts specified in this Agreement. If any of the Grant funds are returned or if the Grant is rescinded, the Grantee acknowledges that the ASPCA will have no further obligation to the Grantee in connection with this Grant as a result of such return or rescission.

8. Miscellaneous. This Agreement is intended to be binding upon the Grantee and the ASPCA. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. This Agreement is not intended to, nor shall it be deemed to create, any partnership or joint venture between the Grantee and the ASPCA. This Agreement shall be interpreted, governed by and construed in accordance with the internal laws of the State of New York, without regard to the conflict of laws principles thereof. The parties hereto acknowledge and consent to personal jurisdiction and venue exclusively in New York, New York with respect to any action or proceeding brought in connection with this Agreement. This Agreement may be executed by the

parties hereto in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together the same document.

If the terms and conditions of this Agreement are acceptable, please sign this Agreement and return it to us. By signing this Agreement, you represent and warrant that you are capable of binding the Grantee to the terms set forth in this Agreement.

Sincerely,

THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

Lauren Martin
Vice President, Deputy General Counsel

ACCEPTED AND AGREED:

City of Everett Animal Shelter

Name/Title: Cassie Franklin, Mayor

Approved as to Form:

Name/Title: Tim Benedict, Deputy City Attorney

Attest:

Name/Title: Marista Jorve, City Clerk

Schedule 1

ASPCA Grantee Organizational Standards

- Must have at least 4 board members
- Majority of the board must be independent¹
- Chairperson and Treasurer shall not be compensated
- Business registration must be current/active in the Grantee's state of incorporation
- Charitable registration must be current/active in the state of the Grantee's primary location **(for grants =>\$25,000)**
- No overdue reports for any ASPCA grants, if applicable
- No overdue balances on prior grants, if applicable

¹ This means that fewer than half of Grantee's Board members may be paid employees and/or family members or close relatives.



City Council Agenda Item Cover Sheet

Project title: EarthScope License to Use City Property at Lake Chaplain

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 10/29/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

License to use City Property

Department(s) involved:

Parks & Facilities
Real Property
Legal

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: License to use City property at Lake Chaplain

Partner/Supplier: EarthScope Consortium, Inc.

Location: 6133 Lake Chaplain Road

Preceding action: None

Fund: 401

Fiscal summary statement:

EarthScope Consortium, Inc., formerly UNAVCO ("EarthScope"), seeks a license to use a 10 x 20 foot area of City property located at Lake Chaplain. EarthScope will pay a license fee of \$1,000 per year, for a term of 10 years.

Project summary statement:

EarthScope operates and maintains a Global Positioning System (GPS) monument at Lake Chaplain. The GPS monument is part of a global system used for measurement of ground shifts caused by earthquakes, measurement of slow fault slip between earthquakes, and other seismic or geological study purposes.

Recommendation (exact action requested of Council):

Authorize the Mayor to execute the EarthScope License to use City property at Lake Chaplain.



STANDARD LICENSE TO USE CITY PROPERTY

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

A. SPECIFIC LICENSE PROVISIONS

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

Licensee	EarthScope Consortium, Inc.
	1200 New York Ave NW, Suite 454
	Washington, D.C. 20005
	permitting@earthscope.org
Effective Date	October 1, 2025
Term	from October 1, 2025 to September 30, 2035
Licensed Property	A portion of the property located 6133 Lake Chaplain Rd. Sultan, WA 98294; Snohomish County Parcel No. 28080600100100, as depicted on Diagram A-1 attached hereto.
Rent	\$ 1000/annually, plus any applicable leasehold tax per RCW 82.29A
Approved Use	To operate, maintain and service a Global Positioning System (GPS) monument used for measurement of ground shifts caused by earthquakes, measurement of slow fault slip between earthquakes, and other seismic or geological study purposes.
City Notice Address	Real Property Manager City of Everett 802 E Mukilteo Blvd, Bldg 100 Everett, WA 98203
Licensee Insurance Contact Information	Megan Reinbold
	303-889-2540
	Megan_Reinbold@ajg.com

Additional Provisions	Licensee shall provide advance notice prior to entry for equipment maintenance or monitoring.
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B. GENERAL LICENSE CONDITIONS

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

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

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

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

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

Treasurer
City of Everett
2930 Wetmore Avenue
Everett, WA 98201

or such other place as the City may from time to time designate in writing. This amount includes Leasehold Excise Tax, if applicable. If there is no Rent, then this License is for mutual benefits, which the parties hereto agree with the other promises and covenants herein is sufficient and adequate consideration for this License.

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

6. COMPLIANCE WITH LAW. Licensee shall not do anything or permit anything to be done in or about the Licensed Property which will in any way violate or conflict with any applicable federal, state or local law. Unless otherwise agreed in writing by the City, Licensee must at Licensee’s sole cost acquire all permits required by law or regulation necessary for the Approved Use.

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

8. MAINTENANCE OF LICENSED PROPERTY. Licensee shall at all times throughout the Term keep the Licensed Property in good order, condition and repair. Licensee shall maintain the Licensed Property in a clean, orderly and neat appearance, and shall not permit any offensive odors to emit from the Licensed Property and shall not commit waste nor permit any waste to be committed in the Licensed Property. Except to the extent this License specifically states otherwise, Licensee is responsible for maintenance of the Licensed Property. Licensee shall use care to avoid damaging or destroying the City property by reason of its operations pursuant to this License. Any damage caused by Licensee to the City or other property shall be promptly repaired or replaced by Licensee.

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

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

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

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

13. INDEMNIFICATION.

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

of any such claim in any action or proceeding brought thereon. Licensee, as a material part of the consideration to the City, hereby assumes all risk of damage to property or injury to persons in, upon or about the Licensed Property from any cause other than and to the extent of the City's gross negligence or willful misconduct. Licensee shall give prompt notice to the City in case of casualty or accident in the Licensed Property. This Section shall survive the expiration or termination of this License. For the purposes of this License, the claims, actions, damages, liability and expenses for which Licensee must indemnify, defend and hold harmless the City are referred to as "**Covered Claims**".

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

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

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

14. INSURANCE/WAIVER OF SUBROGATION.

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

A policy of commercial general liability insurance insuring against claims of bodily injury and death or property damage or loss with a combined single limit at the

Effective Date of this License of not less than Two Million Dollars (\$2,000,000.00) per occurrence. Licensee shall include the City as an additional insured.

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

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

15. HAZARDOUS MATERIALS.

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

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

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

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

16. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

(m) Regulatory Authority Reserved. Licensee expressly acknowledges that the City is a municipal corporation organized under the laws of the state of Washington and has executed this License in its capacity as owner of the Licensed Property. Nothing in this License shall be construed as waiving, abridging or otherwise limiting the City of Everett's regulatory

authority, police power and/or legislative discretion, which are hereby expressly reserved in full. Without prejudice to the foregoing, nothing in this License shall be construed as entitling Licensee to receive any permit, license or other regulatory approval, or as waiving or excusing Licensee's compliance with any applicable regulatory process.

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

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

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

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

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

[signatures on following pages(s)]

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

**CITY OF EVERETT
WASHINGTON**

EARTHSOPE CONSORTIUM, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: James Downing, Esq.

Signer's Email Address:

james.downing@earthscope.org

Date

Title of Signer: Senior Contracts and Permitting
Manager

ATTEST

Office of the City Clerk

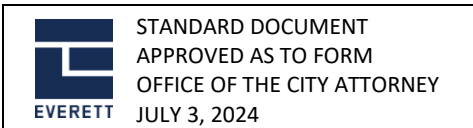


Diagram A-1



Project title: Adopt a Resolution Declaring a 2012 International Navistar 7400 Dump Truck Surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 10/29/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Resolution

Department(s) involved:

Procurement & Motor
Vehicles

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Resolution declaring a 2012 International Navistar 7400 Dump Truck (J0115) Surplus and Authorizing Sale at Public Auction

Partner/Supplier: N/A

Location: N/A

Preceding action: N/A

Fund: 401 Utilities

Fiscal summary statement

Funds received from this surplus sale will be returned to Fund 401 Utilities.

Project summary statement:

The Public Works Department, Utilities Division, owns a 2012 International Navistar 7400 Dump Truck (J0115). Based on its age, maintenance cost, and maintenance cost scoring.

J0115 has approximately 73,175 miles and has an estimated surplus value of \$40,000. It was replaced by a 2025 Peterbilt 548 dump truck (J0211) and is no longer needed.

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2012 International Navistar 7400 Dump Truck, J0115, surplus and authorizing its sale at public auction.



RESOLUTION NO. _____

A RESOLUTION declaring a 2012 International Navistar 7400 Dump Truck (J0115) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 2012 International Navistar 7400 Dump Truck (J0115), and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND EVERETT CITY COUNCIL THAT:

1. The City has a 2012 International Navistar 7400 Dump Truck (J0115);
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this _____ day of _____, 2025.

Council President



City Council Agenda Item Cover Sheet

Project title: VOAWW South Everett Women and Children's Pallet Community Agreements

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 10/29/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Management Agreement_SD
Grant Agreement_SD

Department(s) involved:

Community Development

Contact person:

Julie Willie

Phone number:

425-257-7120

Email:

jwillie@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Volunteers of America Western Washington (VOAWW) South Everett Women and Children's Pallet Community

Partner/Supplier: VOAWW

Location: Sievers Duecy Blvd. and Glenwood Ave.

Preceding action: [Resolution No. 7775](#)

Fund: 155/COVID Relief Program Funds

Fiscal summary statement:

Council approved Resolution [7775](#) (May 2022) for ARPA funded projects and initiatives, which committed \$2,700,000 to the "Expand Pallet Shelter" project, and Council passed Ordinance [3970-23](#) (September 2023) completing the transfer of ARPA funds to City COVID Relief Program funds.

This project will commit funds under the \$2,700,000 allocation of City COVID Relief Program funds, managed under Fund 155.

Additional AHTF 2060 Funds, managed under Fund 197 and awarded under Resolution [8172](#) (May 2025), will support the project with \$75,000.

Project summary statement:

In partnership with the City of Everett's Community Development division, the Volunteers of America Western Washington (VOAWW) has been identified as a community partner for the provision of shelter for women and children experiencing homelessness. VOAWW has presented a program model for single women and their children (18 years and younger) to be housed in pallet shelters for stable housing while receiving wrap around services, education and case management support. The goal for participants will be to move families into more permanent housing solutions within 12 months.

The pallet program will include 20 pallets, two community buildings, and restroom/hygiene facilities on site. Residents will be provided with a secure and safe site, with program and security staff available 24/7. The program is managed under a Management Use Agreement per the Hearing Examiner decision (REVIII 24-002) and a Management Plan, in addition to use of funds under the Grant Agreement.

The anticipated period of performance will be for two years, with an anticipated start date in December 2025. The end date for the program will be two years from full occupancy, in compliance with REVIII24-002.

This will be the City's third pallet program and the second pallet program launched on City land.

Recommendation (exact action requested of Council):

Authorize the Mayor to execute agreements in substantial form for the VOAWW South Everett Women and Children's Pallet Community.



COMMUNITY DEVELOPMENT SPECIAL PROJECT GRANT CONTRACT

This CONTRACT is made and effective as of the date of the Mayor's signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the Grantee identified in the Basic Provisions below ("*Grantee*"). This Contract includes the Basic Provisions and the attached General Provisions. The City Council has authorized the City to expend monies for the project specified in this Contract in accordance with the provisions of this Contract.

BASIC PROVISIONS	
Award Year	2025
Grantee	Volunteers of America Western Washington
	2802 Broadway
	Everett, WA 98201
	Contact Name: Kristi Myers
	kmyers@voaww.org
Project	Two-year operational grant for the South Everett Women and Children's Pallet Community ("Village"), per agreement and use terms as set forth in the Management Use Agreement and as described in the Management Plan approved under REV124-002.
Contract Number	CRF-2025-VOA
Project Period	Beginning Date: Select date
	Completion Date: Select date
Maximum Reimbursement Amount	\$1,602,709
Request for Reimbursement Deadline Date	January 31, 2028

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Grantee have executed this Agreement.

**CITY OF EVERETT
WASHINGTON**

VOLUNTEERS OF AMERICA WESTERN WASHINGTON

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Kristi Myers

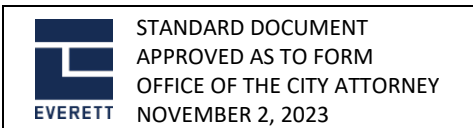
Signer's Email Address: kmyers@voaww.org

Title of Signer: Chief Operating Officer

Date

ATTEST

Office of the City Clerk



**ATTACHMENT
SPECIAL PROJECT CONTRACT
(GENERAL PROVISIONS)**

I. Project Scope of Services

A. The Grantee shall perform or cause to be performed the project generally described in the Basic Provisions. This project is more specifically described in AmpliFund under the Contract Number referred to in the Basic Provisions. The project as described in AmpliFund is referred to in this Contract as the "Project." AmpliFund is the City's online Grant Management Software program for grant management, payment submission, accomplishment tracking, and additional responsibilities from the Grantee as needed for City monitoring.

B. The City agrees to reimburse the Grantee an amount not to exceed that amount described in Section III of this Contract. Such funds shall be expended during the Project Period as described herein in accordance with the provisions of this Contract and the rules, regulations and laws applicable to the expenditure of general fund monies by the City.

C. Residents of the City of Everett, Washington must benefit from the Work funded in accordance with this Contract. For the purposes of this Contract, a resident of the City of Everett is a person who resides within the city limits established by the City's Planning and Zoning maps.

II. Time of Performance

A. The term "Project Period" as used in this Contract means the period of time between the beginning date stated in the Basic Provisions and the completion date stated in the Basic Provisions.

B. Grantee shall commence work on the Project within thirty (30) days of the date of execution of this Contract. Grantee shall work expeditiously, diligently and continuously to complete the Project to the reasonable satisfaction of the City on or before the end of the Project Period.

III. Compensation

A. Subject to the terms and conditions of this Contract, the City shall reimburse the Grantee a sum not to exceed the Maximum Reimbursement Amount (stated in the Basic Provisions) for undertaking the Project. Any funds not paid to the Grantee within the Project Period shall remain the property of the City and the Grantee loses all legal entitlement to such funds. **Requests for Reimbursement must be received by the City no later than Request for Reimbursement Deadline Date (stated in the Basic Provisions) to qualify for payment under this Contract.**

B. The Grantee will be paid in accordance with the terms and conditions of this Contract and in accordance with the projected budget set forth for the Project in Amplifund and incorporated herein by reference.

IV. Personnel

A. The parties intend that an independent Grantee relationship will be created by this Contract. The City is interested only in the results to be achieved. The implementation of the Projects will lie solely with the Grantee. No agent, employee, or representative of the Grantee shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of the Grantee are not entitled to any of the benefits the City provides for City employees. The Grantee will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, during the performance of this Contract.

B. The Grantee shall provide all personnel required to perform the Project under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City. All personnel engaged in the work pursuant to this Contract shall be fully qualified and shall be authorized or permitted under state and local law to perform such service.

C. The Grantee shall be responsible for total supervision of the Project.

D. **The "Grant Manager" for the Project will be assigned by the Grantee in AmpliFund at the beginning of the Project Period.** The Grant Manager may be changed by the Grantee, but only upon written notice to the City's Community Development Manager. **The Grant Manager shall be responsible for executing request for fund reimbursements, known as "Pay Requests," in AmpliFund.**

E. No member of Grantee's governing body or its personnel shall have any direct or indirect personal financial interest in this Contract which affects his/her personal interest or the interest of any private corporation, partnership or association in which he/she is directly or indirectly interested. For the purposes of this section, partial ownership of publicly traded businesses is not a "direct or indirect interest" unless such partial ownership is sufficiently large as to be able to control the business in whole or in part.

V. Subcontracting and Assignability

None of the Project work or services covered by the Contract shall be subcontracted without the prior written consent of the City of Everett Community Development Manager. Grantee shall not assign any interest in this Contract and no interest herein may be otherwise transferred without the prior written consent of the City of Everett Community Development Manager.

VI. Grant Management Software

A. The City has contracted with a third party, AmpliFund, for online grant management. AmpliFund is the formal portal for primary submission of grant materials to the City. The City agrees to maintain appropriate licensing and software during the Project Period for ongoing use of grant management with AmpliFund.

B. Grantee agrees to maintain an active user registration for the subrecipient award portal and take all other actions necessary for Grantee to implement this Contract and the Project with AmpliFund. If Grantee does not comply with this for any reason, the City may refuse to pay Pay Requests until the Grantee is in full compliance. All items for reimbursement,

including but not limited to Expense Reporting and Pay Requests with supporting backup documentation, must be submitted through AmpliFund. The Grantee is responsible for identifying a Grant Manager, responsible for submitting Pay Requests on behalf of the organization, and responsible to add additional users as needed.

C. The City cannot access Grantee accounts in AmpliFund and is not responsible for Grantee user portal roles and/or registration. If Grantee encounters problems using AmpliFund, Grantee must refer all questions to AmpliFund. The City will not provide service support for Grantee's AmpliFund use; that is the sole responsibility of Grantee.

VII. Public Records Act

Grantee acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Grantee. Records subject to the Act may include without limitation all information or other records submitted into AmpliFund by Grantee. Grantee shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Grantee shall deliver to the City copies of (or access to) all records relating to this Contract or relating to the Project that the City determines qualify as the City's public records under the Act.

VIII. Reports, Payment and Disbursements

A. Grantee shall fill out and submit to the City, in AmpliFund, requests for reimbursement for the period in which expenses are incurred.

B. Disbursements by the City from this Contract shall be on a reimbursement basis covering actual expenditures by the Grantee or obligations of the Grantee currently due and owing, but not paid. Disbursements shall be limited to allowable costs and shall be made only upon the occurrence of all the following, in addition to compliance with all other conditions contained in this Contract:

(1) Receipt by the City of a reimbursement request in AmpliFund through Pay Requests and supplemental Expense Reports that are supported by copies of vouchers, invoices, salary and wage summaries, or other acceptable documentation; and

(2) A determination by the City that the Grantee is in compliance with all Contract provisions.

C. The City will not process claims for reimbursement until all supporting documentation is provided in the correct and proper format. The City reserves the right to deny or withhold payments pending timely delivery of documents as may be required under this Contract.

IX. Documents and Records

A. All plans, reports, maps and any other document published or otherwise completed as a part of this Contract shall be made available to the City for inspection upon request by the City.

B. All documents and records maintained by the Grantee in connection with the Project shall be made available for inspection upon request by the City.

X. Ownership of Project Materials

A. Except as otherwise provided in this Contract, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates and reports prepared by the Grantee under this Contract shall be the property of the Grantee.

B. No report, device, thing or document of whatever kind or nature produced in whole or in part under this Contract shall be the subject of an application for copyright or patent by or on behalf of either party without the prior written approval of the other.

C. When capital assets or equipment acquired with Contract funds are sold or cease to be used for lawful purposes defined in this Contract, the undepreciated or resale value thereof (whichever is higher) shall be paid to the City in the same proportion as Contract funds were utilized to acquire such property.

XI. Termination

A. The City may terminate this Contract at any time with or without cause by giving written notice to the Grantee and specifying the effective date. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates and reports prepared by the Grantee under this Contract shall then be delivered to the City and become the property of the City. If the Contract is terminated in this manner for other than material breach, the City shall pay the Grantee for obligations incurred in accordance with the terms of this Contract through the effective date of termination.

B. The City may terminate this Contract in the event that, for any reason, funds are not available to the City for the purpose of meeting the City's obligation hereunder.

C. Notwithstanding any other provision of this Contract, the Grantee shall not be relieved of liability to the City for costs, if any, assessed against the City as a result of Grantee's actions or failure to act under this Contract. The City may withhold payment to the Grantee for the purpose of setoff until the exact amount of any such costs is determined.

XII. Hold Harmless Provision

A. Except as otherwise provided in this section, the Grantee hereby agrees to defend and indemnify and hold harmless the City from any and all Claims arising out of, in connection with, or incident to (1) any breach of this Contract or (2) any negligent or intentional acts, errors, omissions, or conduct by Grantee (or its employees, agents, representatives subcontractors/subconsultants) relating to this Contract. The Grantee is obligated to defend and indemnify and hold harmless the City pursuant to this section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Grantee's duty to defend and indemnify and hold harmless pursuant to this section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Grantee. The Grantee shall not indemnify the City for Claims caused solely by the negligence of the City. As used in this section: (1) "City" includes the City's officers, employees, agents, and representatives

and (2) "Claims" include, but is not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Grantee employs or engages subconsultants or subcontractors, then Grantee shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Grantee pursuant to this section.

B. The Grantee agrees to release, indemnify and promises to defend and save harmless the City and its officers, agents and employees from any and all liability of any nature or kind, including all costs and legal expenses, for or on account of any patented or unpatented invention, process, article or appliance manufactured for use in the performance of the Contract, including its use by the City unless otherwise specifically stipulated in this Contract.

C. Grantee shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other employer taxes and contributions, including but not limited to industrial insurance (Workmen's Compensation), and the Grantee agrees to hold the City harmless and indemnify the City from claims, valid or otherwise, made to the City because of these obligations.

D. The Grantee shall maintain during the term of this Contract commercial general liability insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to premises/operations (including off-site operations), blanket contractual liability and broad form property damage. Grantee shall provide the City with a certificate of insurance in a form acceptable to the City and an endorsement naming the City, its officers, employees and agents as additional insureds prior to commencing any work under this Contract. If deemed appropriate by the City, Grantee shall also maintain professional liability insurance in a form acceptable to the City, in an amount not less than \$1,000,000 per occurrence.

XIII. Complete Agreement

A. This Contract contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

B. The City or Grantee may from time to time request changes in the scope of the services to be performed or the Project undertaken hereunder. Such changes which are mutually agreed upon by and between the City and the Grantee shall be incorporated in written amendment to this Contract. The City may unilaterally adjust budget items within Amplifund, and such adjustments are deemed to amend this Contract without need for a separate amendment.

C. This Contract may only be changed by a written agreement explicitly stating it is intended to change this Contract and signed by authorized representatives of the parties hereto; provided, however, that changes in budget items which do not result in an increase in

the Contract amount, time extensions granted for the completion of performance, and changes in the scope of Grantee's services or projects which do not alter the basic Project purpose may be authorized by the Mayor or designee without the need for City Council approval.

XIV. **Venue**

Venue for any lawsuit arising out of this Contract shall be in Snohomish County, Washington. The laws of the State of Washington shall govern this Contract.

XV. **Non-Waiver**

The City's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

XVI. **Signature**

This Contract and any amendment thereto 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 Contract or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

END OF GENERAL PROVISIONS



**MANAGEMENT AGREEMENT FOR CITY PROPERTY
(FOR PROJECT FUNDED BY GRANT AGREEMENT WITH THE CITY)**

This Management Agreement for City Property ("**Agreement**") is made as of date of last signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the Manager identified in the Basic Provisions ("**Manager**"). This Agreement includes the Basic and General Provisions, and the attached Project-Specific Provisions.

A. BASIC PROVISIONS

Grant Agreement	VOAWW Pallet Community Grant Agreement
Project	Pallet Shelter Community Project, in accordance with the Grant Agreement and with the Management Responsibility Plan approved by the City of Everett pursuant to Everett Municipal Code 19.08.200, as such Management Responsibility Plan may be amended from time to time
Manager	Enter Manager name
	Enter Manager street address
	Enter Manager city, state, zip
	Contact Name: Enter Manager contact name
	Contact Email: Enter Manager contact email address
Term	The term of this Agreement is from _____ to _____.
Property	Undeveloped City owned land located at 200 Sievers-Duecy Boulevard in Everett. Parcel ID# 28040100300101. A depiction of the Property is attached as part of the Project-Specific Provisions.
City Notice Address	Community Development City of Everett 2930 Wetmore Ave Everett, WA 98201
Manager Insurance Contact Information	Enter insurance contact name
	Enter insurance contact phone number
	Enter insurance contract email address

B. GENERAL PROVISIONS

1. PROPERTY MANAGEMENT. During the Agreement Term, Manager will manage the Property using funds from the Grant Agreement for Project purposes in accordance with this Agreement. Manager has examined the Property and is familiar with the Property and the improvements in the Property.

2. TERM. The Term of this Agreement is as set forth in the Basic Provisions, unless terminated earlier as set forth in this Agreement.

3. TERMINATION. Either party may terminate this Agreement at any time and for any reason effective upon 60-days prior written notice to the other party. Either party may also terminate this Agreement effective upon written notice to the other party in the event of material breach of this Agreement. These rights are in addition to any other rights at law or in equity.

4. PROJECT. Manager shall manage the Property for Project purposes. Manager shall not use or permit the use of the Property for any other purpose without the prior written consent of the City, which may be withheld at the City's sole discretion.

5. COMPLIANCE WITH LAW. Manager shall manage the Property in accordance with all applicable federal, state or local law.

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

7. MAINTENANCE OF PROPERTY. As part of its management of the Property, Manager shall at all times throughout the Term use good faith efforts to keep the Property in good order, condition and repair, free of debris, odors and garbage, subject to the terms and conditions of the attached Project Specific Provisions. Any damage caused by Manager to the Property shall be promptly repaired or replaced by Manager, excepting damage covered by insurance of either party, which the parties waive subrogation rights regarding.

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

9. ALTERATIONS. Manager shall not make or permit to be made any alterations, additions, improvements or installations in or to the Property, or place signs or other displays visible from outside of the Property, without first obtaining the written consent of the City, which may be withheld in the City's sole discretion. Prior to any alteration of the Property, the Manager will supply the City with a drawing and any necessary specifications relating to its proposed alteration of the Property.

10. ASSIGNMENT. This Agreement may not be assigned without the City's consent, which may be withheld at the City's sole discretion.

11. INDEMNIFICATION.

(a) Indemnity. To extent of Manager's negligence, violation of law, breach of this Agreement, or willful misconduct, Manager shall indemnify, defend and hold harmless the City against and from any and all claims, actions, damages, liability, costs and expenses, including attorney's fees, arising out of or relating to (a) Manager's use of the Property or from the conduct of Manager's business or from any activity, work, or other things done or permitted by Manager in or about the Property, (b) the Project , and (c) from all costs, damages, attorneys' fees and liabilities incurred in defense of any such claim in any action or proceeding brought thereon. This Section shall survive the expiration or termination of this Agreement. For the purposes of this Agreement, the claims, actions, damages, liability and expenses for which Manager must indemnify, defend and hold harmless the City are referred to as "**Covered Claims**".

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

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

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

12. INSURANCE.

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

I. A policy of commercial general liability insurance, including a contractual liability endorsement covering Manager's obligations under Section 11 above, insuring against claims of bodily injury and death or property damage or loss with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence and location.

Manager shall include City, and its officers, employees and agents as additional insureds. The limit may be reasonably increased at City's request.

II. 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).

III. In the event Manager uses automobiles for the Project, 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.

The insurance policy required under this Section shall be with companies having a rating according to Best's Insurance Key Rating Guide for Property – Casualties of no less than A-Class VIII. The policy shall provide that it is not subject to cancellation, lapse or reduction in coverage except after thirty (30) days' written notice to the City. Manager shall deliver to the City, prior to the commencement of its occupation of the Property and from time to time thereafter, at the City's request, certificates evidencing the existence and amounts of such policy and copies of such insurance policy. If Manager fails to acquire or maintain any insurance or provide evidence of insurance required by this Section, City 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 Manager to City on demand together with a fee for overhead and administrative expenses equal to 10% of such costs.

13. HAZARDOUS MATERIALS.

Manager shall not cause or permit any storage, use, sale, release, generation or disposal of any hazardous materials (as defined under state or federal environmental laws) in, on or about the Property; provided, however, Manager shall be permitted without notice or the City's written consent to handle, store, use or dispose of products containing small quantities of such hazardous materials, such as ordinary cleaning and ordinary maintenance products used by Manager for cleaning and maintenance in the reasonable and prudent conduct of the Project on the Property. Manager further covenants and agrees that, at all times during the Term of this Agreement, Manager shall comply with all applicable environmental laws (as defined below), now or hereafter in effect, regulating Manager's occupation and/or operation and/or use of the Property.

14. MISCELLANEOUS

(a) Notices. All notices to be given by the parties shall be in writing and may either be served personally, delivered by overnight courier (such as UPS or Fed Ex) or deposited in the United States mail, postage prepaid, to the notice addresses provided in Part A of this Agreement. A party may change its notice address effective on written notice to the other party. In lieu of the foregoing, the City may deliver any notice to the Manager's email address in Part A, in which case the notice shall be deemed delivered and effective upon sending.

(b) No Waiver of Covenants. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the

default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers of any breach of any covenant, term, or condition of this Agreement shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

(c) Nature of Agreement/No Third Party Rights. The City does not warrant its title or ownership of the Property. The City is not prohibited from granting permission to others to occupy or use portions of the Property where such uses are not inconsistent with this Agreement. The City reserves all rights not expressly granted by this Agreement. This Agreement does not create any rights in any third party.

(d) Risk of Loss to Manager's Property. Manager bears all risk of any and all damage and loss to Manager's property being on the Property.

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

(f) Severability. If any provision of this Agreement 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 Agreement and any other application of such provision shall not be affected thereby.

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

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

(i) Signatures. This Agreement will be signed with AdobeSign, and AdobeSign signatures are fully binding.

[signatures on following pages(s)]

IN WITNESS WHEREOF, the City and Manager have executed this Agreement.

**CITY OF EVERETT
WASHINGTON**

Enter Manager's name – must match name in Specific Provisions

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Enter signer's name

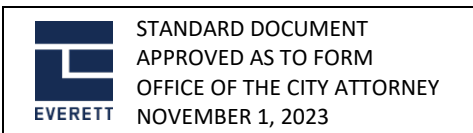
Signer's Email Address: Enter email address

Date

Title of Signer: Enter title

ATTEST

Office of the City Clerk



ATTACHMENT TO MANAGEMENT AGREEMENT

PROJECT-SPECIFIC PROVISIONS

1. MANAGEMENT OF PROPERTY

Manager shall manage the Property for Pallet Shelter Community Project. This management shall be in accordance with the Grant Agreement and with Management Responsibility Plan approved by the City of Everett pursuant to Everett Municipal Code 19.08.200, as such Management Responsibility Plan may be amended from time to time

2. PALLET SHELTERS

a. The City has purchased pallet shelters made by Pallet SPC, which Pallet SPC has assembled on the Property.

b. As long as this Agreement is in effect, Manager shall use the pallet shelters on the Property for the Project. The pallet shelters will remain the property of the City and shall not leave the Property.

c. The City fire code official reserves the right to inspect the pallet shelters. Prior to any such inspection, Manager shall remove all personal items and/or storage from the pallet shelters to be inspected.

d. To the extent of funds available from the Grant Agreement, Manager shall maintain and repair the pallet shelters, including without limitation maintenance and repair of damage caused by users of the pallet shelters. However, if Manager discovers a manufacturer's defect in a pallet shelter, Manager will immediately notify the City, so the City can make arrangements with the Pallet SBC for repair. To the extent of damage or need for repairs or maintenance for which funds from the Grant Agreement are not available or not sufficient, the repairs or maintenance shall be carried out by the City. Repair or major maintenance activities may include, but are not limited to, the expenses related to labor for pallet structures. Should labor beyond minor maintenance be needed, it shall follow state prevailing wage requirements and/or be carried out by the City.

e. The City will be responsible for landscaping maintenance, including, but not limited to, mowing, edging and weeding. Manager will be responsible for snow removal and de-icing.

f. Manager will not make permanent alterations to any pallet shelter without the written approval of the City.

g. Manager shall at the termination of this Lease leave the pallet shelters on the Property in as good condition as when received by Manager from the City, reasonable use and wear excepted, with such reasonable use and wear taking into account the purposes of the

Project, but subject to the limitation on the Manager's repair and maintenance obligations to use of funds available under the Grant Agreement, as provided above, and excepting casualty damage.

h. Manager will provide live on-site security from 8:00 PM to 6:00 AM, seven days per week.

3. FENCING

The City will maintain and repair the Property fencing including without limitation maintenance and repair of damage caused by users of the pallet shelters.

4. UTILITIES AND SERVICES

a. The City will provide and maintain water and sewer connections to the Property at the City's cost. Manager will pay for all Project water and sewer usage from funds from the Grant Agreement. If users of the Project damage the water or sewer connections, Manager will repair such damage at Manager's cost from funds from the Grant Agreement. If Manager causes damage to the water or sewer connections, Manager will repair such damage at Manager's cost.

b. The City will provide and maintain electricity connections to the Property and electricity connections to the exterior of each of the pallet shelters at the City's cost. Manager will pay for all Project electricity usage using funds from the Grant Agreement. If users of the Project damage the electricity connections, Manager will repair such damage at Manager's cost from funds from the Grant Agreement. If Manager causes damage to the electricity connections, Manager will repair such damage at Manager's cost.

c. If gas service is determined necessary by mutual agreement of the City and Manager, the City will provide and maintain gas connections at the City's cost. Manager will pay for all Project gas usage using funds from the Grant Agreement. If users of the Project damage the gas connections, Manager will repair such damage at Manager's cost from funds from the Grant Agreement. If Manager causes damage to the gas connections, Manager will repair such damage at Manager's cost.

d. Manager will pay for any other utilities or services (including without limitation garbage service and internet) as necessary for the Project using funds from the Grant Agreement.

5. OWNERSHIP AND DISPOSITION OF PROPERTY, EQUIPMENT AND SUPPLIES

Unless otherwise directed by the City in writing, any property purchased with City funds must be returned to the City at the end of the Term of this Agreement.

6. CHILDRENS PLAYGROUND EQUIPMENT

Manager is solely responsible for installation, maintenance, repair and operation of any children's playground equipment on the Property. In addition to indemnity and defense and hold harmless obligations that Manager may have elsewhere in this Agreement, Manager shall indemnify, defend and hold harmless the City against and from any and all claims, actions, damages, liability, costs and expenses, including attorney's fees, arising out of or relating to any personal injuries or death arising from or relating to the playground equipment.

7. PARTICIPANT TERMINATION FROM PROGRAM

Manager will inform every Project participant of the Project's rules and policies for continued program participation. This includes informing each participant of behaviors or activities that may result in termination of the participant's participation in the Project. Manager will require each participant to sign a plain language agreement that states these rules and policies and states the consequences of termination from the program, which may include loss of access to the Property and loss of access to on-site services. If a participant is terminated from the program pursuant to the rules and policies and court proceedings are necessary to remove the participant from the Property, then Manager and City will confer and Manager will provide the City a copy of the participant's signed rules and policies agreement, after which the City will take the necessary steps at the City's cost to accomplish the removal. While the parties agree that no court proceedings should be necessary in any case of participant termination from the program, the parties nevertheless agree to fully cooperate with each other in such proceedings if they become necessary.

8. PROPERTY DEPICTION

A depiction of the Property is included as the next page.



City Council Agenda Item Cover Sheet

Project title: An Ordinance Creating a Special Improvements Project Entitled City of Everett Police Department Boathouse Project, Fund 342, Program 054, to Accumulate all Design Costs

Council Bill #

CB 2510-56

Agenda dates requested:

Briefing

Proposed action 10/22/25

Proposed action 10/29/25

Consent

Action 11/05/25

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Plan & Systems Ordinance

Department(s) involved:

Parks & Facilities

Police

Administration

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: City of Everett Police Department Boathouse Project

Partner/Supplier: TBD

Location: Port of Everett Marina, 1205 Craftsman Way, Everett, WA 98201

Preceding action: None

Fund: Criminal Justice Fund 156

Fiscal summary statement:

The proposed Funding Ordinance will provide funding for the design and project administration costs for the Police boathouse project.

The source of funds for this project is Criminal Justice Fund 156. All related design costs are estimated at \$263,000.

Project summary statement:

In 2018, the City of Everett purchased the current police boathouse, located within the Port of Everett Marina. This boathouse was built in the mid 1990's and is well past its useful life and is rapidly deteriorating.

This project entails the design for the boathouse that will provide secure storage for the police boat and dive equipment allowing for quicker response to emergencies in an area that is critical to our City, port, and defense community. A dedicated police boathouse allows for the joint efforts during emergency scenarios in a controlled, waterfront environment. This will also enhance coordinating efforts between sea-based and land-based emergency response units, ensuring seamless preparedness and response during actual incidents.

Naval Station Everett supports this project, and the City was awarded a DCIP defense grant award of \$300,000 that can only be utilized for the construction costs of the project.

Staff will return to Council to amend the funding Ordinance once an engineer's estimate for construction costs are provided.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled City of Everett Police Boathouse Project, Fund 342, Program 054 to accumulate all design costs.

ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled City of Everett Police Department Boathouse Project, Fund 342 Program 054 to accumulate all design costs for the project.

WHEREAS,

- A.** The City Council recognizes that the current City of Everett Police Department boathouse is beyond its useful life.
- B.** The City Council recognizes the importance of a quick police response to emergencies from the port area and its critical importance to the City.
- C.** The City Council recognizes the importance of the Police Marine Operations Unit coordination between national defense organizations and land-based emergency response units.
- D.** The City of Everett understands the importance of both law enforcement and defense organizations in providing specialized underwater capabilities for critical search-and-rescue and/or recovery operations.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled City of Everett Police Department Boathouse Project, Fund 342, Program 054.

Section 2. Authorization is hereby granted to the Parks and Facilities Department Director under the administration of the Mayor, to assume full responsibility for conducting all tasks and performing all necessary steps to accomplish the actions authorized by this Ordinance.

Section 3. The estimated cost of design and permitting is \$263,000.

Section 4. The sum of \$263,000 is hereby appropriated to Fund 342, Program 054 Police Department Boathouse Project.

A. Use of Funds		
A&E Design Costs		<u>\$263,000</u>
Total		\$263,000
B. Source of Funds		
Criminal Justice Fund 156		<u>\$263,000</u>
Total		\$263,000

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____





City Council Agenda Item Cover Sheet

Project title: An Ordinance Creating a Special Improvement Project Entitled "Cedar Hall & Recreation Building Demo", Fund 342, Program 055, to Accumulate all Costs for the Project

Council Bill #

CB 2510-57

Agenda dates requested:

Briefing

1st Reading 10/22/25

2nd Reading 10/29/25

Consent

Action 11/05/25

Ordinance

Public hearing:

Yes ☒ No ☐

Budget amendment:

Yes ☐ No ☒

PowerPoint presentation:

Yes ☐ No ☒

Attachments:

Funding Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Cedar Hall & Recreation Building Demo

Partner/Supplier: None

Location: 802 E Mukilteo BLVD, Everett, WA

Preceding action: None

Fund: 342, Program 055 (CIP 1)

Fiscal summary statement:

The proposed Funding Ordinance will provide funding for costs for the demolition and restoration of the Cedar Hall & the Recreation Building sites within Forest Park.

The source of funds for this project is Fund 342, Program 055 (CIP 1). All related costs are estimated at \$360,000.

Project summary statement:

This project will provide demolition and site restoration to the Cedar Hall and Recreation Building locations within Forest Park.

The Cedar Hall structure was badly damaged by fire on May 17th, 2025. The structure was unoccupied at the time of the fire. This building is a safety hazard and needs to be safely demolished.

The Recreation Building has not been in use for years. This building has reached the end of its useful life and needs to be safely demolished.

The project will fund the demolition and restoration of both building sites to level lawn and native landscaping.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "Cedar Hall & Recreation Building Demolition", Fund 342, Program 055 to accumulate all costs for the project.



ORDINANCE NO. _____

An Ordinance creating a special improvement project entitled “Cedar Hall & Recreation Building Demo”, Fund 342, Program 055, to accumulate all costs for the project.

WHEREAS,

- A.** The City Council recognizes the need to maintain and improve City Park amenities.
- B.** The City Council recognizes the value and need to provide Everett residents and visitors with open recreation spaces.
- C.** The City recognizes that Cedar Hall & the Recreation Building within Forest Park have both reached the end of their useful life and should be safely demolished.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled “Cedar Hall & Recreation Building Demo”, Fund 342, Program 055.

Section 2. Authorization is hereby granted to the Parks and Facilities Department Director under the administration of the Mayor, to assume full responsibility for conducting all tasks and performing all necessary steps to accomplish the actions authorized by this Ordinance.

Section 3. The estimated cost for demolition and restoration of the site is \$360,000.

Section 4. The sum of \$360,000 is hereby appropriated to Fund 342, Program 055, “Cedar Hall & Recreation Building Demo” project.

A. Use of Funds	
Demolition	<u>\$360,000</u>
Total	\$360,000
B. Source of Funds	
CIP 1	<u>\$360,000</u>
Total	\$360,000

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____





City Council Agenda Item Cover Sheet

Project title: An Ordinance amending Chapter 10.16 of the EMC to add Exposing a Minor Child to Domestic Violence

Council Bill # *interoffice use*

CB 2510-58

Agenda dates requested:

Briefing	10/29/25
2 nd Reading	11/05/25
Consent	
Action	11/12/25
Ordinance	
Public hearing	
Yes	X No

Budget amendment:

Yes	X No
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PowerPoint presentation:

Yes	X No
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Attachments:

Proposed Ordinance

Department(s) involved:

Legal (Prosecutor)

Contact person:

Grace Sinclair

Phone number:

425-257-8656

Email:

gsinclair@everettwa.gov

Initialed by:

DH

Department head

Administration

Council President

Project: Everett Municipal Code amendment for legal consequences for exposing a minor child to domestic violence

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: NA

Fiscal summary statement:

None.

Project summary statement:

This proposed Ordinance will amend the Everett Municipal Code to align with other municipalities in the state and address the serious consequences that domestic violence has for the safety and wellbeing of Everett residents, specifically minor children in Everett.

This proposed amendment seeks to reduce the instances that domestic violence crimes are perpetrated in front of minor children, or at least provide legal consequences for such acts occurring.

Multiple cities in Washington including Marysville, Snoqualmie, Lake City, and Auburn have adopted this into their municipal codes and the City of Everett should also adopt this in an effort to protect minor children from witnessing domestic violence.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending Chapter 10.16 of the Everett Municipal Code to add Exposing a Minor Child to Domestic Violence.

ORDINANCE NO. _____

An ORDINANCE amending chapter 10.16 of the Everett Municipal Code to add Exposing a Minor Child to Domestic Violence.

WHEREAS,

- A.** The City of Everett has the power to provide for the punishment of all practices dangerous to public health or safety, and to make necessary for the preservation of public health, peace, and good order, and to provide for the punishment of all persons charged with violating any city ordinance.
- B.** Washington law recognizes that the State has a compelling interest in protecting children from witnessing domestic violence.¹
- C.** Domestic violence has serious consequences for the safety and wellbeing of residents in Everett.
- D.** According to the Centers for Disease Control and Prevention (CDC), children witness 68% to 80% of domestic assaults.²
- E.** Studies show that witnessing domestic violence alone is sufficiently intense to precipitate posttraumatic stress in children.²
- F.** Children who witness domestic violence or are victims of abuse themselves are at serious risk for long-term physical and mental health problems. Children who witness violence between parents may also be at greater risk of being violent in their future relationships.
- G.** Holding perpetrators of domestic violence accountable enhances public health and safety.

¹ *In re Rainey*, 168 Wash. 2d 367, 378, 229 P.3d 686, 690 (2010)

² *Alarming Effects of Children's Exposure to Domestic Violence*, Matt Huston. Psychology Today. (2019)

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Findings adopted

The findings set forth in the above recitals are hereby adopted and incorporated by reference. Further, the City Council specifically finds that the regulation of the conduct addressed in this Ordinance is a valid exercise of police power.

Section 2. Chapter 10.16.XX EMC

One section is added to chapter 10.16 of the Everett Municipal Code as follows:

Chapter 10.16.XX

Exposing a Minor Child to Domestic Violence

- A. A person commits the crime of exposing a minor child to domestic violence when they:
 - (1) Commit a crime of domestic violence, as defined in RCW 20.99.020; and
 - (2) The crime is committed in the immediate presence of, or is witnessed by, the suspect's or victim's minor child, minor stepchild, or a minor child residing within the household of the suspect or victim.
- B. "Minor child" or "minor stepchild" as used in this section means a person who is, on the date of the violation, under the age of 18 years.
- C. "Witnessed" as used in this section means that the crime is seen or directly perceived in any other manner by the minor child.
- D. Commission of a crime of domestic violence under subsection A of this section is a necessary element of the crime of exposing a minor child to domestic violence.
- E. Exposing a minor child to domestic violence is a gross misdemeanor. A person convicted of violating this section shall serve not less than 15 days in confinement unless:
 - (1) The city prosecutor recommends a sentence of less than 15 days after considering factors relevant to the case including prior domestic violence offenses committed by the defendant, the

level of violence witnessed by the child, age of the child, whether or not the child resides full time in home with the perpetrator, and any history of violence in the home or between the defendant and victim; or

- (2) The municipal court enters written findings that a sentence of 15 days or more would not serve the interests of justice. Factors to be considered by the court include prior domestic violence offenses committed by the defendant, the level of violence witnessed by the child, age of the child, whether or not the child resides full time in home with the perpetrator, and any history of violence in the home or between the defendant and victim.

F. A mandatory minimum jail sentence under this section will be consecutive to any other sentence arising from this same incident.

CASSIE FRANKLIN, MAYOR

ATTEST:

CITY CLERK

Passed: _____

Valid: _____

Published: _____

Effective: _____

Project title: An Ordinance creating a special improvement project entitled “41st Street to Rucker Avenue Corridor Phase 2” Fund 303, Program 123, and repealing Ordinance No. 3869-22.

Council Bill #

CB 2510-54

Agenda dates requested:

Briefing

Proposed action 10/15/25

Proposed action 10/22/25

Consent

Action 10/29/25

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: 41st Street to Rucker Avenue Corridor Phase 2

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

Location: 41st Street to West Marine View Drive

Preceding action: [Ordinance 3836-21, approved on 11/24/21](#)
[Ordinance 3869-22, approved on 4/6/22](#)

Fund: Fund 303 – Public Works Improvement Projects

Fiscal summary statement:

Ordinance 3869-22 authorized an appropriation of \$2,665,200 for the design phase of the project, including \$2,500,000 in state grant funds and \$165,200 in local funds.

The City completed the 41st Street to West Marine View Drive Corridor Improvements project (Fund 303 Program 091), in which the Port of Everett (Port) contributed \$430,000 in funds to the project. Of this contribution, the City spent \$311,386 on the project. The Port mutually agreed to transfer the unspent proceeds totaling \$118,614 to this project.

This Ordinance will repeal Ordinance No. 3869-22, and authorizes the following appropriations to be programmed:

Design Phase (previously programmed)	\$2,665,200
Design Phase – Port of Everett (newly programmed)	118,614
Design Phase – Fund 119 (newly programmed)	<u>216,186</u>
Total Design Costs	\$3,000,000

The programmed available funding for design of the project increased by \$334,800 and is now \$3,000,000. The funding sources for this project will be as follows:

Washington State LEAP Transportation Funds	\$2,500,000
Port of Everett	118,614
Fund 119 – Street Improvements	<u>381,386</u>
Total Funds	\$3,000,000

When the design phase has been completed, the department will bring a subsequent ordinance that will include construction funding for Council consideration.

Project summary statement:

This project is the second phase of a multi-phased project that began with improvements to three intersections that included signal improvements, expanded turn lanes and increased radii to better accommodate freight traffic.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “41st Street to Rucker Avenue Corridor Phase 2” Fund 303, Program 123, and repealing Ordinance No. 3869-22.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “41st Street to Rucker Avenue Corridor Phase 2” Fund 303, Program 123, to accumulate all costs for the improvement and repealing Ordinance No. 3869-22.

WHEREAS,

- A.** The City of Everett is maintaining and expanding roadway infrastructure to facilitate access to the Port of Everett.
- B.** The City of Everett has identified the need and obtained funds for the design and construction of improvements to the corridor from 41st Street to West Marine View Drive.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 303, Program 123, entitled “41st Street to Rucker Avenue Corridor Phase 2” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

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

Section 3. The sum of \$3,000,000 is hereby appropriated to Fund 303, Program 123, “41st Street to Rucker Avenue Corridor Phase 2” as follows:

A.	Estimated Design Costs	\$3,000,000
B.	Source of Funds	
	Washington State LEAP Transportation Funds	\$2,500,000
	Port of Everett	118,614
	Fund 119 – Street Improvements	<u>381,386</u>
	Total Funds	\$3,000,000

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a special improvement project entitled "41st Street to West Marine View Drive Corridor Improvements" Fund 303, Program 091, as established by Ordinance No. 3468-15.

Council Bill # *interoffice use*

CB 2510-55

Agenda dates requested:

Briefing

Proposed action 10/15/25

Proposed action 10/22/25

Consent

Action 10/29/25

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: 41st Street to West Marine View Drive Corridor Improvements

Partner/Supplier: Multiple

Location: 41st Street to West Marine View Drive

Preceding action: [Ordinance 3241-11, approved on 11/2/11](#)
[Ordinance 3468-15, approved on 11/18/15](#)

Fund: 303 – Public Works Improvement Projects

Fiscal summary statement:

Ordinance No. 3468-15 appropriated \$4,485,264 to Fund 303, Program 091 for the project, which the source of funds includes the following:

Federal Grant – STPUL	\$1,864,304
State Grant – Connecting Washington	1,500,000
Port of Everett	430,000
Freight Mobility Strategic Investment Board	400,000
Fund 119 – Street Improvements	<u>290,960</u>
Total Funds	\$4,485,264

Only \$1,762,702 in STPUL funds were received, resulting in total revenues of \$4,383,662.

The project was completed at a cost of \$3,974,088 and a balance transfer to Fund 119 – Street Improvements Fund in the amount of \$290,960. The Port of Everett mutually agreed to transfer the unspent contribution proceeds totaling \$118,614 to the 41st Street to Rucker Avenue Corridor Phase 2 project (Fund 303 Program 123). Total expenses for the project inclusive of the transfer outs are \$4,383,662.

Project summary statement:

This project designed and constructed improvements to three major intersections: West Marine View Drive & Pacific Avenue, Pacific Avenue & Rucker Avenue, and Rucker Avenue & 41st Street. The project reduced commercial traffic through the Central Business District (CBD), improved the connection between Rucker Avenue and West Marine View Drive, and provide for better accommodation for freight to and from the Port of Everett.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "41st Street to West Marine View Drive Corridor Improvements" Fund 303, Program 091, as established by Ordinance No. 3468-15.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “41st Street to West Marine View Drive Corridor Improvements” Fund 303, Program 091, as established by Ordinance No. 3468-15.

WHEREAS,

- A.** The special improvement project entitled “41st Street to West Marine View Drive Corridor Improvements” Fund 303, Program 091, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “41st Street to West Marine View Drive Corridor Improvements” Fund 303, Program 091, as established by Ordinance No. 3468-15 be closed.

Section 2. The final expenses and revenues for the “41st Street to West Marine View Drive Corridor Improvements” Fund 303, Program 091 are as follows:

A. Expense

Design and Construction	\$3,974,088
Remaining Balance Transfer to Fund 119	290,960
Remaining Balance Transfer to Fund 303 Program 123	<u>118,614</u>
Total Expenses	\$4,383,662

B. Source of Funds

Federal Grant – STPUL	\$1,762,702
State Grant – Connecting Washington	1,500,000
Port of Everett	430,000
Freight Mobility Strategic Investment Board	400,000
Fund 119 – Street Improvements	<u>290,960</u>
Total Funds	\$4,383,662

Section 3. There are no financial transactions remaining.

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: Purchase of the Property Located at 3310 Paine Avenue.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent
Action 10/29/25
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Purchase and Sale Agreement

Department(s) involved:

Parks & Facilities
Real Property
Police
Legal

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Purchase of Property Located at 3310 Paine Avenue

Partner/Supplier: Charlotte E. Walker

Location: 3310 Paine Avenue., Everett, WA 98201

Preceding action: N/A

Fund: CIP 1

Fiscal summary statement:

As stated in the proposed Purchase and Sale Agreement, the purchase price of the property at 3310 Plaine Avenue is \$2,550,000. The proposed purchase price is based on a fair market appraisal obtained by the City. CIP 1 will fund the purchase.

Project summary statement:

The property located at 3310 Paine Avenue will be the new location for the Everett Police Department Property Room. The "Property Room" is where the Police Department securely stores property for evidence at trials, lost and found property, and other property. (It is not a single room, but instead is a facility that requires about 12,500 sq ft.) The "Property Room" currently is located at a building leased by the City that is becoming inadequate for the City's needs.

Recommendation (exact action requested of Council):

Authorize the purchase of the property located at 3310 Paine Avenue in Everett, approve the Purchase and Sale Agreement, and authorize the Mayor and the Real Property Manager to sign documents (including Purchase and Sale Agreement amendments that do not increase the purchase price) and take actions as necessary to close the purchase transaction.



REAL ESTATE PURCHASE AND SALE AGREEMENT

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

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

Seller	Charlotte E. Walker	
Seller Address	505 S Green Island Way	
	Camano Island, WA 98292	
	cwgrnisle@gmail.com	
	Additional Notice addresses for Seller:	
	Dave Speers Executive Vice President Kidder Matthews 601 Union Street, Suite 2700, Seattle, WA 98101 dave.speers@kidder.com	Jeffrey Capeloto Anderson Hunter 2707 Colby Avenue, Suite 1001 Everett, WA 98206 jcapeloto@andersonhunterlaw.com
Purchase Price	\$2,550,000.00	
Deposit	\$50,000 (if “0” or left blank, then there is no deposit)	
Real Property	The Seller is the owner of the real property located at 3310 Paine Avenue, Everett, WA. The legal description of real property is attached as <u>Exhibit A</u> and incorporated herein by this reference. If the parties determine that a drawing of the real property is necessary, it will also be included as part of <u>Exhibit A</u> .	
Title Company and Closing Agent	Rainier Title, 2722 Colby Ave., Suite 125, Everett, WA 98201	
Feasibility Study Period	Feasibility Study Period expires 90 calendar days after the Effective Date.	

Buyer Address	Real Property Manager City of Everett 802 E. Mukilteo Blvd., Everett, WA 98203
Buyer Email Address	realproperty@everettwa.gov
City Council Approval (must select one)	☐ The Everett City Council has already approved this Agreement and authorized the purchase of the Property. ☒ Everett City Council action has not yet occurred. This Agreement terminates if the Everett City Council has not by the expiration of the Feasibility Study Period approved this Agreement and authorized the purchase of the Property. If such approval and authorization for any reason does not occur by the expiration of the Feasibility Study Period, then this Agreement shall terminate, the Deposit shall be returned to Buyer upon demand, and Seller and Buyer shall have no further rights or obligations hereunder except for those rights or obligations that expressly survive termination.
Seller's Broker	Seller's Broker is David Speers, Kidder Matthews Seller is solely responsible for payment of Seller's Broker's fees and commissions, which will be in accordance with separate agreement between Seller and Seller's Broker.
Buyer's Broker	Buyer's Broker is <u>None</u>. If there is a Buyer's Broker, select and fill-in one option below: ☐ Buyer is solely responsible for payment of Buyer's Broker's fees and commissions, which will be in accordance with separate agreement between Buyer and Buyer's Broker. ☐ If the transaction hereunder closes, Seller at Closing will pay Buyer's Broker a commission equal to <u>Enter number</u>% of the Purchase Price.
Additional Provisions	Preliminary title commitment shows that title is vested in Thomas D. Walker and Charlotte E. Walker, husband and wife. Seller will provide to Title Company all necessary documentation of Seller's authority to convey the Property so that Title Company will issue the Title Policy. The Parties agree to make revisions to the form of Deed attached hereto as reasonably requested by the Title Company.

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

(a) Real Property. The real property located in Snohomish County, Washington, legally described as set forth on Exhibit A attached hereto, together with all Seller's

right, title and interest in and to any rights, licenses, privileges, reversions and easements pertinent to the real property, including, without limitation all development rights, air rights, and water rights relating to the real property, and all rights to utilities serving the property, as well as any other easements, rights of way or appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the “**Real Property**”).

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

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

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

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

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

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

6. **TITLE INSURANCE.**

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

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

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

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

(c) Seller Non-Removal of Disapproved Exceptions. If Seller elects not to remove any nonmonetary Disapproved Exceptions, Buyer may elect to either proceed with the purchase of the Property subject to those exceptions or to terminate this Agreement. If Seller gives notice that it will cause one or more nonmonetary Disapproved Exceptions to be removed but fails to remove them from title on or before the Closing Date, or fails to remove from title any monetary encumbrance on or before the Closing Date, Buyer will have the right to either elect to (i) terminate this Agreement or (ii) proceed with the purchase, with a credit against the Purchase Price equal to the actual cost of removing those exceptions from title and to take the

Property subject to those exceptions with such exceptions deemed Permitted Exceptions. If Buyer elects to terminate this Agreement under this subsection, the escrow will be terminated, the Deposit shall be returned immediately to Buyer, all documents and other funds will be returned to the Party who deposited them, and (if this Agreement or a memorandum hereof was recorded) a notice of termination shall be recorded, after which all rights and obligations of Seller and Buyer under this Agreement shall terminate and be of no further force or effect.

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

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

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

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

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

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

- vii. all building permits or other government permits or approvals obtained or held by Seller and relating to the construction or remodeling of the Property.

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

(b) Feasibility Study Period. On or before the expiration of the Feasibility Study Period as set forth in the Basic Provisions (the “**Feasibility Study Period**”), Buyer shall conduct a review with respect to the Property to review the condition of the Property and all other matters related to the Property that the Buyer may consider in its sole discretion relevant, including without limitation its suitability for Buyer’s intended use (the “**Feasibility Study**”). Seller and Buyer’s Real Property Manager or designee may agree in writing to extend the Feasibility Study Period. The Feasibility Study may include all inspections and studies Buyer deems necessary or desirable in its sole discretion; provided, that access to the Real Property and any testing or other activity thereon is subject to the rights of the tenant under the Lease (“**Tenant**”) and must be scheduled with Seller in advance. Buyer and Buyer’s agents, representatives, consultants, and inspectors have the right, from time to time after the Effective Date, to enter upon the Real Property and conduct inspections and tests to ascertain the condition and suitability of the Property. Such inspections and tests shall be non-destructive unless otherwise agreed by the Seller and Buyer’s Real Property Manager or designee in writing. **If Buyer delivers to Seller written notice effective on or before the expiration of the Feasibility Study Period that Buyer disapproves the Property, then the Deposit will be returned to Buyer, Buyer shall return to Seller all Feasibility Materials to Seller, this Agreement terminates, and Seller and Buyer will be released from all further obligation or liability under the Agreement.** Buyer’s determination to so disapprove is at Buyer’s sole and absolute discretion.

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

- i. Buyer not delivering notice of disapproval of the Property prior to expiration of the Feasibility Study Period;
- ii. The Everett City Council has approved this Agreement, authorizing the purchase of the Property;
- iii. Buyer’s receipt of Title Company’s firm commitment to issue, upon closing, the Title Policy;
- iv. All Seller’s representations and warranties contained in or made pursuant to this Agreement being true and correct as of the Closing Date;

- v. Seller shall have delivered all of Seller's escrow deposits to Closing Agent on or before the Closing Date;
- vi. Seller's timely performance of all Seller's obligations under this Agreement;
- vii. No material change in the condition of the Property between the Effective Date and the Closing Date;
- viii. No litigation or other court action shall have been commenced seeking to obtain an injunction or other relief from such court to enjoin the consummation of the transaction described in this Agreement, and no preliminary or permanent injunction or other order, decree, or ruling shall have been issued by a court of competent jurisdiction or by any governmental authority, that would make illegal or invalid or otherwise prevent the consummation of the transaction described in this Agreement;
- ix. Seller has delivered a tenant estoppel certificate to Buyer duly executed by Tenant in the form attached hereto as **Exhibit D** or in another form acceptable to Buyer in Buyer's sole discretion; and
- x. No law, statute, rule, or regulation shall have been enacted that would make illegal or invalid or otherwise prevent the consummation of the transaction described in this Agreement.

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

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

8. CLOSING.

(a) Time for Closing. The sale shall be closed in the office of the Closing Agent set forth in the Basic Provisions ("**Closing Agent**") on or before the date that is 30 calendar days after the expiration of the Feasibility Study Period. The 30-calendar day period may be extended in writing by the Seller and Buyer's Real Property Manager or designee. At least one (1) business day prior to closing, Buyer and Seller shall deposit in escrow with Closing Agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. As used herein, "**closing**" or "**date of closing**" or "**Closing Date**" means the date on which all

appropriate documents are recorded, proceeds of sale are available for disbursement to Seller, and all actions have been completed as necessary for the Title Company to deliver the Title Policy to the Buyer in the normal course of the Title Company's business. If closing does not occur on or before 30 calendar days after the expiration of Feasibility Study Period or on or before any later date mutually agreed to in writing by the Seller and Buyer's Real Property Manager or designee, Closing Agent shall immediately terminate the escrow, forward the Deposit to the party entitled to receive it as provided in this Agreement and return all documents to the party that deposited them.

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

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

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

- i. cash or immediately available funds in an amount sufficient to pay the Purchase Price, plus Buyer's share of closing costs, with credit for the Deposit and any other items of credit agreed to in writing by Seller or as provided in this Agreement;
- ii. a duly executed and completed Real Estate Excise Tax affidavit in the form required by law;
- iii. the Assignment and Assumption of the Lease
- iv. a nonforeign affidavit pursuant to Section 1445 of the Internal Revenue Code; and
- v. any other documents, instruments, records, correspondence and agreements consistent with the terms of this Agreement as may

be required by Closing Agent or the Title Company to close this transaction.

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

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

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

(g) Possession. Buyer shall be entitled to possession on closing, subject to the rights of Tenant pursuant to the Lease.

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

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

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

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

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

(c) No Tenants. Seller shall not permit any tenants to occupy the Real Property, other than the Tenant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Matters warranted to Seller's knowledge, the best of Seller's knowledge, or the like, refer to matters actually known by Charlotte E. Walker or matters she has received written notice of in the last three years.

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

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

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

12. DEFAULT AND REMEDIES.

(a) Default by Seller. If Seller breaches or otherwise fails to perform any of its obligations under this Agreement, then Buyer will be entitled (i) to receive specific performance, provided that any such action must be commenced within ninety (90) days after the Closing Date

that was required per this Agreement; or (ii) to terminate this Agreement by written notice and to receive refund of the entire Deposit.

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

CEW

Seller's Signature or Initials

= F

Buyer's Signature or Initials

13. NOTICES/TIME.

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

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

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

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

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

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

17. REAL ESTATE BROKER OR AGENT COMMISSIONS.

(a) Except for commissions or fees to Seller's Broker and/or Buyer's Broker identified in the Basic Provisions, Buyer and Seller represent and warrant to each other that no real estate commissions, finders' fees, or brokers' fees have been or will be incurred in connection with the sale of the Property by Seller to Buyer. Seller represents to the other that, except for Seller's Broker (if any) identified in the Basic Provisions, it has not authorized any broker or finder to act on its behalf in connection with the sale and purchase under this Agreement and that it has not dealt with any broker or finder purporting to act on behalf of any other party. Buyer represents to Seller that, except for Buyer's Broker (if any) identified in the Basic Provisions, it has not authorized any broker or finder to act on its behalf in connection with the sale and purchase under this Agreement and that it has not dealt with any broker or finder purporting to act on behalf of any other party.

(b) Unless otherwise provided in the Basic Provisions, Buyer is solely responsible for paying Buyer's Broker and Seller is solely responsible for paying Seller's Broker. Except as to any commission or fee that a Party expressly agrees to pay in the Basic Provisions, Buyer and Seller each hereby agree to indemnify, defend, and hold the other harmless from any claim, liability, obligation, cost, or expense (including attorneys' fees and expenses) for fees or commissions relating to Buyer's acquisition of the Property asserted against either Party by any broker or other person claiming by, through, or under the indemnifying Party or whose claim is based on the indemnifying Party's acts. The provisions of this Section shall survive the Closing or any termination of this Agreement.

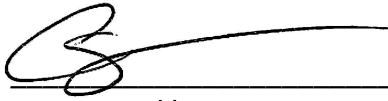
18. COUNTERPARTS/SIGNATURES. The Parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. A facsimile or electronic mail transmission shall be binding on the Party or parties whose signatures appear thereon.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

[signatures on following pages(s)]

IN WITNESS WHEREOF THE PARTIES hereto have executed this Agreement.

BUYER:

**CITY OF EVERETT
WASHINGTON**



Cassie Franklin, Mayor

ATTEST

09/16/2025

Date



Office of the City Clerk



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

SELLER:

CHARLOTTE E. WALKER

Charlotte E Walker

Signature: _____

Name of Signer: CHARLOTTE E. WALKER

Title of Signer: OWNER

EXHIBIT A
LEGAL DESCRIPTION

Lots 27, 28 and 29 and Lot 26, EXCEPT the South 4 feet thereof, all in Block 797, Plat of Everett Land Company's First Addition to Everett, as per plat recorded in Volume 3 of Plats, on page 20, records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

**EXHIBIT B
FORM OF STATUTORY WARRANTY DEED**

Recording requested by and
when recorded mail to:

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

Grantor:	Charlotte E. Walker
Grantee:	City of Everett, a Washington municipal corporation
Legal Description:	Lots 27, 28 and 29 and Lot 26, EXCEPT the South 4 feet thereof, all in Block 797, Plat of Everett Land Company's First Addition to Everett
Assessor's Tax Parcel ID#	00439079702600
Reference Nos. of Documents	N/A
Released or Assigned:	

STATUTORY WARRANTY DEED

CHARLOTTE E. WALKER, as GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, conveys and warrants to the CITY OF EVERETT, a Washington municipal corporation, as GRANTEE, the real property situated in the County of Snohomish, State of Washington legally described as follows:

Lots 27, 28 and 29 and Lot 26, EXCEPT the South 4 feet thereof, all in Block 797, Plat of Everett Land Company's First Addition to Everett, as per plat recorded in Volume 3 of Plats, on page 20, records of Snohomish County, Washington.

This conveyance is subject to the exceptions identified on Exhibit A attached hereto and incorporated herein by this reference.

DATED: _____,

Signature: _____
CHARLOTTE E. WALKER

[APPROPRIATE ACKNOWLEDGEMENT AND APPROPRIATE EXHIBIT A TO BE INSERTED]

EXHIBIT C
FORM OF LEASE ASSIGNMENT AND ASSUMPTION

LEASE ASSIGNMENT AND ASSUMPTION

Landlord: Charlotte Walker
Tenant: Consolidated Electrical Distributors, Inc., a Delaware corporation
Assignee: City of Everett, a Washington municipal corporation
Premises: 3310 Paine Street, Everett, WA 98201
Lease Date: November 8, 2012, First Amendment dated July 24, 2018 and Second Amendment dated June 30, 2022

The parties agree as follows:

1. Lease. The terms stated above have the above definitions. Landlord and Tenant entered into the Lease for the Premises, as amended, true and complete copies of which lease, first amendment and second amendment are attached hereto as **Exhibit A** (collectively, the "**Lease**"). Assignee is herewith purchasing the Property from Landlord, and the parties have agreed to the assignment of Landlord's interest in the Lease to Assignee in conjunction with the purchase.

2. Assignment and Assumption. Landlord assigns all of its right, title and interest in the Lease to Assignee on Effective Date (defined below). Assignee assumes all obligations of Landlord under the Lease accruing on or after the Effective Date.

3. Mutual Indemnification. Assignee hereby indemnifies and holds Landlord harmless from any claims, expenses, lawsuits, fees and costs, including, but not limited to, reasonable attorneys fees, with regard to any obligation or liability accruing under the Lease on or after the Effective Date. Landlord hereby indemnifies and holds Assignee harmless from any claims, expenses, lawsuits, fees and costs, including, but not limited to, reasonable attorneys fees, with regard to any obligation or liability accruing under the Lease prior to the Effective Date.

4. Effective Date. This Lease Assignment and Assumption is subject to closing of the purchase of the Property by the Assignee from the Landlord. When satisfaction of this condition occurs, that will constitute the "**Effective Date**," and the Assignee and Landlord will provide the Tenant with written notice thereof.

5. Lease Status. Landlord represents that the Lease is valid, binding, and remains in full force and effect and there are no defaults or breaches by either party under the Lease at this time.

6. Miscellaneous. The initial draft of this document was prepared by counsel for the Landlord, and all other parties have been advised to have it reviewed by counsel of their choice before executing it; no construction or interpretation will be made based on which party drafted the document. This document constitutes the complete agreement concerning the subject matter hereof. It may be amended only by a subsequent document signed by both parties. It may be signed in multiple counterparts, and the parties agree that signature obtained electronically or by fax transmittal or email is intended to be valid and binding. Defined terms in the Lease have the same meaning herein, unless otherwise expressly defined herein. Notice to either party may be given in writing by certified mail or overnight courier service to the parties' address stated below, or such other address as a party may hereafter give notice of.

ASSIGNEE:

CITY OF EVERETT

Dated: _____

By: _____
Cassie Franklin, Mayor

LANDLORD:

Dated: _____

Charlotte Walker
505 Green Island Way
Camano Island WA 98282

EXHIBIT D
FORM OF TENANT ESTOPPEL CERTIFICATE

_____, 20____

City of Everett
Paul McKee
Real Property Manager
3200 Cedar Street
Everett, WA 98201

Re: Lease between Tom Walker and Charlotte Walker as Landlord ("**Landlord**") and Consolidated Electric Distributors, Inc. ("**Tenant**") dated November 9, 2012 and attached in **Attachment A** hereto, as amended, supplemented and/or modified by the amendments, modifications, side letters, guaranties, letters of credit and other documents also attached hereto in **Attachment A** (as so amended, supplemented and/or modified, the "**Lease**") at the property known as 3310 Paine Avenue, Everett, Washington (the "**Property**")

Dear Mr. McKee:

The City of Everett ("**Purchaser**") is purchasing the Property. Tenant hereby certifies to Landlord and Purchaser that:

- (a) Tenant is the present tenant under the Lease.
- (b) The Lease has commenced pursuant to its terms and is in full force and effect. Tenant has not given Landlord any notice of termination under the Lease. Landlord has not given Tenant any notice of termination under the Lease.
- (c) A true and correct copy of the Lease is attached as **Attachment A** hereto. There are no amendments, supplements or modifications of any kind to the Lease except as contained in **Attachment A** attached hereto. The Lease represents the entire agreement between Tenant and Landlord with respect to the leasing and occupancy of the premises leased under the Lease (the "**Leased Premises**"); there are no other promises, agreements, understandings, or commitments of any kind between Landlord and Tenant with respect thereto.
- (d) There has not been and is now no subletting of the Leased Premises, or any part thereof, or assignment by Tenant of the Lease, or any rights therein, to any party.

- (e) The Lease term commenced on January 1, 2013, and the termination date is December 31, 2026.
- (f) Current monthly rent until December 31, 2025 is \$7,850.66. Monthly rent from January 1, 2026 until December 31, 2026 is \$8,086.18. No rent or other sums due have been paid more than one (1) month in advance.
- (g) Landlord holds a security deposit of \$5000.00.
- (h) The Leased Premises consists of an approximately 13,500 square foot building located on approximately 10,890 square feet of land.
- (i) Tenant has no option to renew or extend the Lease term.
- (j) Tenant is in possession of the Leased Premises, is in occupancy of the Leased Premises, and is paying rent, and all of Landlord's obligations have been satisfied. Except as expressly set forth in the Lease, Tenant has no right to vacate the Leased Premises.
- (k) All of the construction obligations of the Landlord under the Lease (if any) have been duly performed and completed including, without limitation, any obligations of the Landlord to make or to pay the Tenant for any improvements, alterations or work done on the Leased Premises, and the improvements (if any) described in the Lease have been constructed in accordance with the plans and specifications therefor and have been accepted by Tenant.
- (l) Neither Tenant nor, to Tenant's knowledge, Landlord, is in default under the Lease, and Tenant knows of no event that, with the passage of time or giving of notice, will or could constitute a default or breach by Tenant or Landlord under the Lease. Tenant has made no claim against Landlord alleging Landlord's default under the Lease.
- (m) Tenant has no offsets or defenses to the payment of rent or other sums or obligations under the Lease and Tenant is not entitled to any credits, reductions, reimbursements, free rent, rent concessions or abatements of rent under the Lease or otherwise against the payment of rent or other charges under the Lease.
- (n) Tenant has no option or right of first offer to purchase all or any part of the Property or the Leased Premises. Tenant has no option or right of first refusal to purchase all or any part of the Property or the Leased Premises.
- (o) Tenant is not currently in discussions or negotiations (directly or indirectly) with Landlord with respect to any material amendment or modification of the Lease (including, without limitation, any reduction in the rent or the term thereof). Any material amendment or modification of the Lease (including, without limitation, any reduction in the rent or the term thereof) shall be null and void and of no force and/or effect (and, without limiting the generality of the foregoing, Purchaser shall not be bound thereby) unless and until Purchaser has consented to any such amendment or modification in writing.

- (p) Tenant shall deliver to Purchaser a copy of all notices it serves on or receives from the Landlord to:

City of Everett
Real Property Manager
3200 Cedar Street
Everett, WA 98201

- (q) To the best of Tenant's knowledge and belief, there are no rental, lease, or similar commissions payable with respect to the Lease, except as may be expressly set forth therein.
- (r) The information with respect to the Lease set forth hereunder is true, correct, and complete.
- (s) Tenant acknowledges and agrees that Landlord, Purchaser, and their respective successors and assigns shall be entitled to rely on Tenant's certifications set forth herein.

Tenant acknowledges and agrees that as of the date of Purchaser's purchase of the Property, Purchaser shall be assigned the Lease and shall assume the Lease as Landlord thereunder.

Tenant acknowledges and agrees that Purchase is a public agency and therefore the Lease will be subject to the public disclosure.

The undersigned representative of Tenant is duly authorized and fully qualified to execute this instrument on behalf of Tenant thereby binding Tenant.

Very truly yours,

Tenant:

CONSOLIDATED ELECTRIC DISTRIBUTORS, INC.

By: _____
Name: _____
Title: _____

Attachment A to Tenant Estoppel Certificate

[attach complete copies of the original lease and all amendments thereto]

3310 Paine Ave_PSA_Final for Signature_09.10.2025

Final Audit Report

2025-09-16

Created:	2025-09-15
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC86aEclctxsTKaNkhk00NizOkCPfIQUm

"3310 Paine Ave_PSA_Final for Signature_09.10.2025" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2025-09-15 - 10:21:48 PM GMT
-  Document emailed to Paul McKee (pmckee@everettwa.gov) for approval
2025-09-15 - 10:23:26 PM GMT
-  Email viewed by Paul McKee (pmckee@everettwa.gov)
2025-09-15 - 10:24:30 PM GMT
-  Document approved by Paul McKee (pmckee@everettwa.gov)
Approval Date: 2025-09-15 - 10:24:55 PM GMT - Time Source: server
-  Document emailed to cwgrnisle@gmail.com for signature
2025-09-15 - 10:24:57 PM GMT
-  Email viewed by cwgrnisle@gmail.com
2025-09-15 - 11:13:27 PM GMT
-  Signer cwgrnisle@gmail.com entered name at signing as Charlotte E Walker
2025-09-15 - 11:17:43 PM GMT
-  Document e-signed by Charlotte E Walker (cwgrnisle@gmail.com)
Signature Date: 2025-09-15 - 11:17:45 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2025-09-15 - 11:17:47 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2025-09-15 - 11:30:44 PM GMT



Document approved by Tim Benedict (TBenedict@everettwa.gov)

Approval Date: 2025-09-15 - 11:31:10 PM GMT - Time Source: server



Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature

2025-09-15 - 11:31:11 PM GMT



Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2025-09-16 - 6:25:29 PM GMT



Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2025-09-16 - 6:26:20 PM GMT - Time Source: server



Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

2025-09-16 - 6:26:22 PM GMT



Email viewed by Marista Jorve (mjorve@everettwa.gov)

2025-09-16 - 6:28:47 PM GMT



Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2025-09-16 - 6:29:00 PM GMT - Time Source: server



Agreement completed.

2025-09-16 - 6:29:00 PM GMT



PROCLAMATION

WHEREAS, the City of Everett is proud to have exceptional first responders, including law enforcement, firefighters, emergency medical technicians, public works personnel, social workers and other essential responders;

And, our first responders stand ready at all times to protect life, property and the well-being of our community under any and all conditions;

And, first responders frequently face hazardous and unpredictable circumstances in the performance of their duties, putting themselves at risk to save others;

And, the training and preparation first responders undergo enable them to act quickly, skillfully and courageously;

And, the combined efforts of these dedicated individuals ensure that Everett stays resilient, prepared and able to recover from emergencies;

And, first responders embody courage, teamwork and selfless service; their dedication strengthens the foundation of our city and safeguards the well-being of every resident;

And, the City of Everett recognizes and deeply appreciates the courage and sacrifices of our first responders who serve our community every day.

NOW, THEREFORE, BE IT RESOLVED, I, Cassie Franklin, Mayor of the City of Everett, do hereby proclaim October 28, 2025 as

"National First Responders Day"

And I invite all residents to join me in showing gratitude and support for those who selflessly serve to keep our community safe and strong.

Signed this 17th day of October.

Mayor Cassie Franklin
City of Everett

From: Chris Ranous <chris.ranous@yahoo.com>
Sent: Thursday, October 23, 2025 11:31 AM
To: DL-Council
Subject: [EXTERNAL] No sit, no lie law extension

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

Hello,

I'm writing to ask that you vote to extend the no sit, no lie law. This will help make our community safer and cleaner, and I believe it will continue to encourage those experiencing homelessness to seek assistance that they need.

Thank you,

Chris Ranous

From: Michelle Ranous <garrettmerritt@hotmail.com>
Sent: Thursday, October 23, 2025 11:04 AM
To: DL-Council
Subject: [EXTERNAL] Vote YES on no sit no lie

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.

Please vote yes on sit no lie ordinance. Everett is scummy and unsafe and needs to make some efforts to not be this way.

Thank you,
Michelle Ranous
13019 29th Ave se
Everett wa 98208

Get [Outlook for iOS](#)



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: 10/29/25

NAME (required): Rich Ryan

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

EMAIL (optional): Rich@RichRyan.org PHONE (optional): 707-227-9475

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:
No sit no lie law



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DATE: Wed. 10-29-25

NAME (required): JUDITH MCNEIL-BOGGS

CITY (required): EVERETT ZIP (required): 98213

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

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

Is your topic on today's agenda? NO

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:



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

DATE: 10/29/25
NAME (required): KENNETH EARL FERRIER II
CITY (required): ~~Bay Dorn~~ Everett ZIP (required): 98201
EMAIL (optional): _____ 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:



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DATE: 10-29-25
NAME (required): Michelle Pendergrass
CITY (required): Everett ZIP (required): 98201
EMAIL (optional): mpgrass RN@Gmail.com PHONE (optional): 206303 0728
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:
Buffer + Soda



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

DATE: 10/29/25
NAME (required): SCOTT SPARLING
CITY (required): EVERETT ZIP (required): 98201
EMAIL (optional): _____ PHONE (optional): _____
DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

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:
9.54 \$ SODA



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

DATE: 10-29-2025

NAME (required): Reway Qant

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

EMAIL (optional): _____ PHONE (optional): 425-231-9634

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 #: BUFFER

☒ NO – speak during general public comment, topic you would like to speak on:



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

DATE: 10/29/2025

NAME (required): Jimmy Castro

CITY (required): Everett ZIP (required): 98203

EMAIL (optional): _____ 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:

Jimmy Castro submitted 2 page document on "Gassing"
10/22/2025 for Vote on Everett, WA being a Gas
Free City. the JC

Public Comment forms are public records and are subject to disclosure pursuant to the Public Records Act (RCW 42.56) and may be posted online with City archived records.

Downtown Improvement District Renewal

Everett City Council Briefing | October 29, 2025



BUSINESS IMPROVEMENT AREAS

BIAs 101



BIAs 101

They're called different things

- Also known as Business Improvement Areas (BIAs), Business Improvement Districts (BIDs), or Downtown Improvement Districts (DIDs).

They're local funding tools for place management

- Authorized under RCW 35.87A and created by local ordinance.
- Provide stable funding and enhanced services for cleaning, marketing, beautification, and safety in defined districts.
- Everett has two BIAs, Downtown and Everett Station District; Seattle has eleven.

Local control sets the course

- Each community determines assessment rates, formulas, and how funds are used based on local priorities



DOWNTOWN IMPROVEMENT DISTRICT



HISTORY

F.D.C.
For Building
2014
Only



DOWNTOWN BIA HISTORY



Pink – Original 1995 BIA

Green – 2004 expansion

Yellow – 2018 expansion

Red – 2021 expansion

Blue – proposed expansion



DOWNTOWN IMPROVEMENT DISTRICT

SERVICES PROVIDED



D.I.D. ROLES

City of Everett

- Establish ordinance (Council)
- Fiduciary and financial oversight (City staff)
 - Bill and collect ratepayer fees
 - Manage services agreement with Downtown Everett Association

Downtown Everett Association

- Downtown Improvement District services provider



SERVICES PROVIDED



Clean and safe



Public Realm



Economic Development



Marketing and events



Advocate





DOWNTOWN IMPROVEMENT DISTRICT

PERFORMANCE AND IMPACT



DID 2024 IMPACT

7,273

Trash bags collected

2,187

Graffiti tags removed

1,086

Biohazards removed

617

Recycling bags collected



DOWNTOWN IMPROVEMENT DISTRICT

RENEWAL PROPOSAL



PROGRESS TO DATE

Ratepayer Task Force

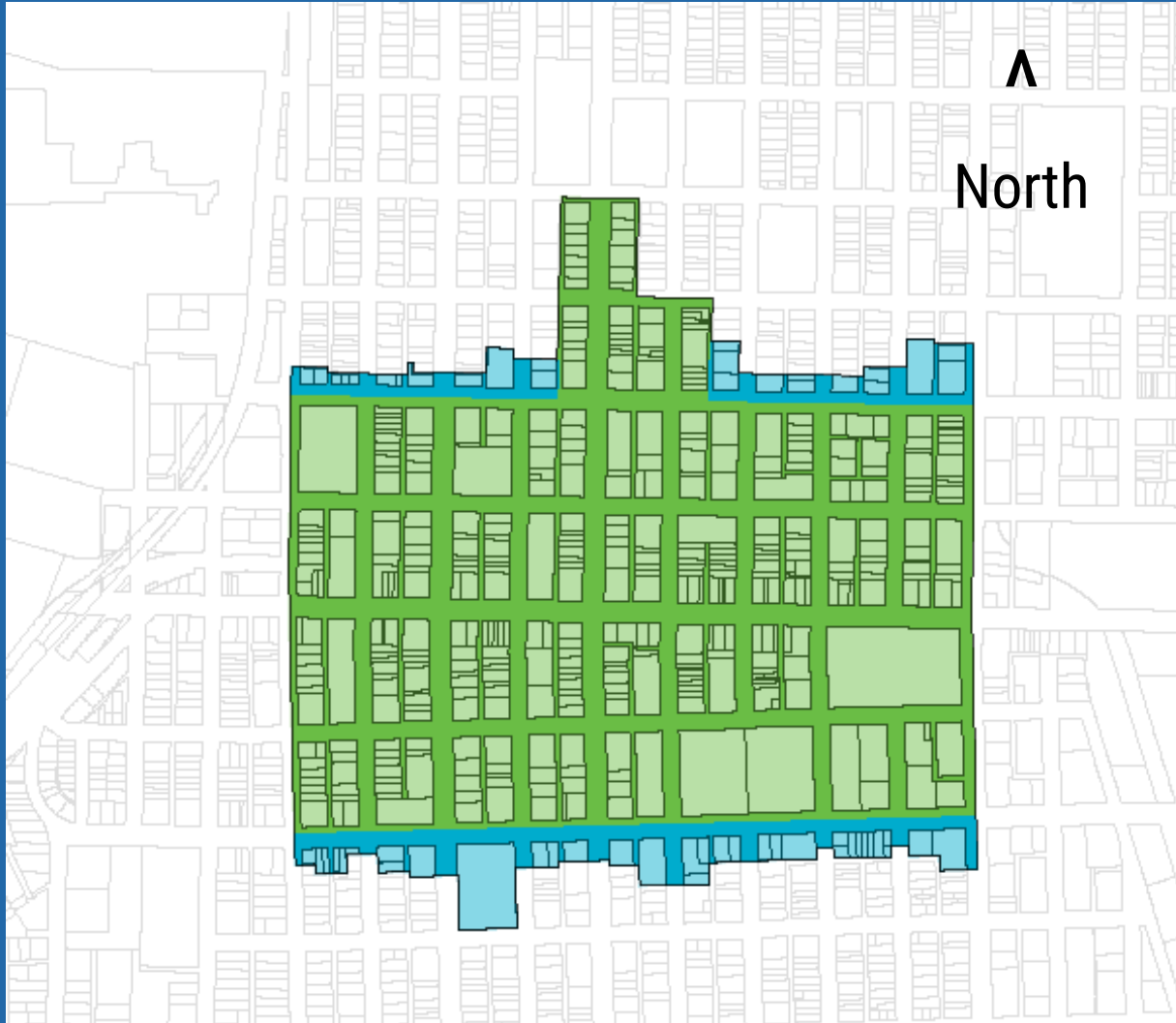
- Downtown Everett Association convened the Ratepayer Task Force, meeting several times in 2025 to plan for renewal. They recommend:
 - A small boundary expansion on Everett and Pacific Avenues
 - Adjusting the base rate to reflect the fully escalated amount reached at the end of the current term. This resets the baseline for the new cycle.
- Outreach and letters of support gathered from current and prospective ratepayers

Snohomish County Interlocal Agreement•

- Snohomish County confirmed continued participation as a voluntary partner through an updated Interlocal Agreement



PROPOSED EXPANSION



Green: Current BIA

Blue: Expansion area



2026-2030 RENEWAL

Small boundary change

- Expand to **south side of Pacific Avenue and north side of Everett Avenue** so both sides of the streets receive service
- Adjust certain parcels for fairness (e.g., 1616 Pacific Avenue).

Assessment formula adjustment

- \$0.16 per \$1,000 of assessed value + \$0.11 per land sq. ft.
 - Previous (2020–2025): \$0.14 + \$0.09
- Annual adjustment remains 3% or CPI (whichever is greater), capped at 5%.

Scope of Services

- Continue all current services
- Added service flowerpot program (transferred from City)



Annual Assessment examples

Formula = \$0.16 per \$1,000 of assessed value + \$0.11 per land sq. ft

Property A	
Square footage	5760
Assessor Value	\$ 893,000.00
SF Assessment	\$ 633.60
Value Assessment	\$ 142.88
Total Assessment	\$ 776.48
Assessment % from SF	82%
Assessment % from Value	18%

Property B	
Square footage	8250
Assessor Value	\$ 1,590,000.00
SF Assessment	\$ 907.50
Value Assessment	\$ 254.40
Total Assessment	\$ 1161.90
Assessment % from SF	78%
Assessment % from Value	22%



2026 DID Revenue Sources

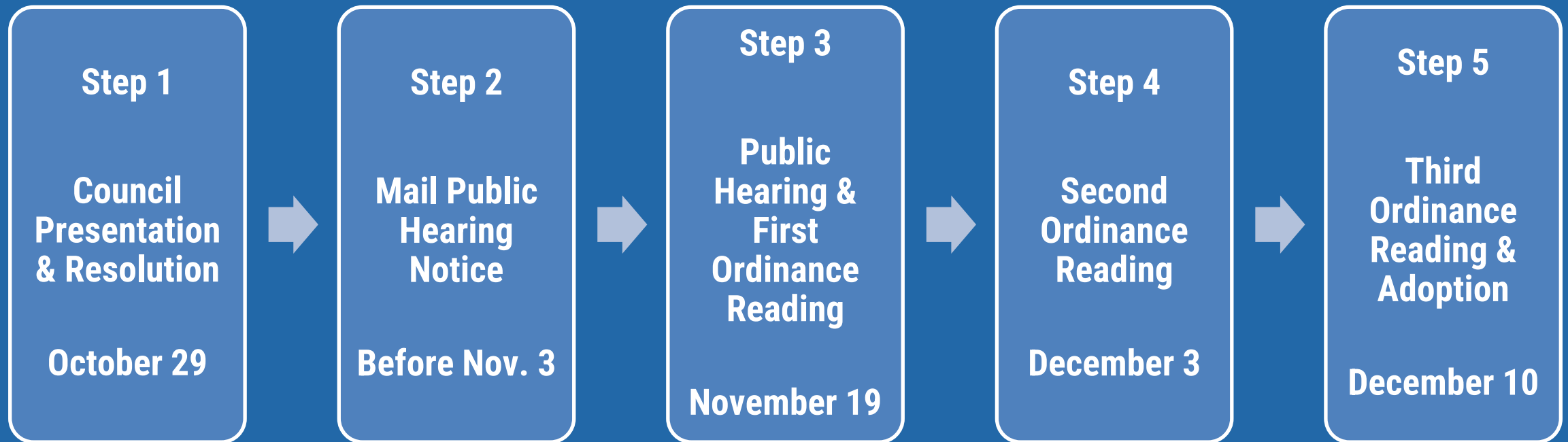
Funding Source	2026 Estimate	Notes
Current area ratepayers	\$458,653	Primary revenue
Expansion area ratepayers	\$51,596	
City of Everett	\$128,375	Annual City Contribution
Snohomish County	\$78,348	Annual County Contribution
Subtotal	\$716,972	
Ratepayer uncollectable	(\$20,409)	Est. 4% delinquent/unpaid
Net Total	\$696,563	

2026 DID Expense Budget

Category	Estimated Cost	% of budget
Clean and safe (7 days/week, 8hr days)	\$536,565	77%
Economic development and public realm	\$61,217	9%
Marketing and communications	\$45,119	6%
Admin and Professional Services	\$53,662	8%
Total	\$696,563	



COUNCIL TIMELINE



TODAY'S REQUESTED ACTION

Adopt the resolution

Setting a public hearing for November 19, 2025, to receive comments on the City's intent to renew and expand the Downtown Everett Business Improvement Area (Downtown Improvement District) for 2026–2030.



QUESTIONS?

