



# EVERETT

WASHINGTON

## **Everett City Council Preliminary Agenda 6:30 p.m., Wednesday, January 14, 2026 City Council Chambers**

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: January 7, 2026

Mayor's Comment: Swear In Of Police Officers: Ashley Blum, Joshua Elecfi, Jonathan Green, Daniel Haggerty, Troy Hirschhorn, Jose Miranda-Chacon, Alaina Perry, Han Xia

Public Comment

Guest Presentation: Everett Public Schools

Council Comments

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$1,798,481.35 For The Period Ending December 27, 2025, Through January 2, 2026.

Documents:

[RES\\_CLAIMS PAYABLE 12.31.25.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$6,892,075.65 For The Period Ending December 13, 2025.

Documents:

[2026 RESOLUTION FOR PAYROLL PAY PERIOD 01.PDF](#)

(3) Award And Authorize The Mayor To Sign The Contract For The Purchase Of Playground Equipment And Installation From Landscape Structures, Inc., Using The King County Directors' Association Contract #22-315/City Of Everett Contract #2022-069 In The Amount Of \$476,169.15, Including Washington State Sales Tax.

Documents:

[WIGGUMS HOLLOW PLAYGROUND REPAIR.PDF](#)

## PUBLIC HEARING & PROPOSED ACTION ITEM:

(4) CB 2512-91 – 2nd Reading - Adopt An Ordinance For Everett 2044 Housekeeping Amendments To Development Regulations Recently Adopted Through The Everett 2044 Periodic Update, Amending EMC Chapters 14.16, 19.03, 19.04, 19.05, 19.06, 19.08, 19.09, 19.13, 19.22, 19.25, 19.34, 19.35, 19.38, 19.39, And 19.40. (Public Hearing 1/14/26, 3rd & Final Reading 1/21/26)

Documents:

[CB 2512-91.PDF](#)

## ACTION ITEMS:

(5) CB 2512-88 – 3rd & Final Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Pedestrian Safety RRFB – Everett Ave & 79th PI SE" Fund 303, Program 136, To Accumulate All Costs For The Improvement.)

Documents:

[CB 2512-88.PDF](#)

(6) CB 2512-89 – 3rd & Final Reading - Adopt An Ordinance Amending Ordinance No. 4010-24 Entitled, "Walter E. Hall Park Community Connections Path", Fund 354, Program 094 To Accumulate All Costs For The Project.

Documents:

[CB 2512-89.PDF](#)

(7) CB 2512-90 – 3rd & Final Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "I-5/US-2 Interim Ramp Improvements" Fund 303, Program 135, To Accumulate All Costs For The Improvement.

Documents:

[CB 2512-90.PDF](#)

## BRIEFING:

(8) Everett Public Library Annual Update

Documents:

[LIBRARY STRATEGIC PLAN.PDF](#)

Executive Session

Adjourn

## PARTICIPATION IN REMOTE COUNCIL MEETINGS

- Participate remotely via Zoom by registering to speak at [everettwa.gov/speakerform](https://everettwa.gov/speakerform). You must register no later than 30 minutes prior to the meeting. You may contact the Council office at 425.257.8703 or [aely@everettwa.gov](mailto:aely@everettwa.gov) and identify the topic you wish to address.
- Provide written public comments by email to [Council@everettwa.gov](mailto:Council@everettwa.gov) or mail to 2930 Wetmore Avenue, Suite 9A, Everett, WA 98201. Emailing comments 24 hours prior to the meeting will ensure your comment is distributed to councilmembers and appropriate staff.

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

## **AGENDAS, BROADCAST AND RECORDINGS**

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

## **CONTACT THE COUNCIL**

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

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



Whereas the claims payable by checks against the City of Everett for the period December 27, 2025 through January 2, 2026, 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                 | 422.28       |
| 002                | General Funds                | 1,522.18     |
| 003                | Legal                        | 33,991.50    |
| 004                | Administration               | 163.02       |
| 005                | Municipal Court              | 1,426.76     |
| 007                | Human Resources              | 242.33       |
| 009                | Misc Financial Funds         | 29,851.19    |
| 010                | Finance                      | 391.69       |
| 015                | Information Technology       | 99.68        |
| 018                | Communications, Mktg & Engag | 6,444.30     |
| 021                | Planning & Community Dev     | 871.71       |
| 024                | Public Works-Engineering     | 3,776.65     |
| 026                | Animal Shelter               | 1,272.57     |
| 030                | Emergency Management         | 59.09        |
| 031                | Police                       | 14,821.89    |
| 032                | Fire                         | 239.40       |
| 038                | Facilities Maintenance       | 121.42       |
| TOTAL GENERAL FUND |                              | \$ 95,717.66 |

| Fund         | Department                  | Amount       |
|--------------|-----------------------------|--------------|
| 101          | Parks & Recreation          | 7,981.73     |
| 110          | Library                     | 19,874.90    |
| 112          | Municipal Arts              | 4,000.00     |
| 120          | Public Works - Streets      | 55.77        |
| 130          | Develop & Const Permit Fees | 340.61       |
| 138          | Hotel/Motel Tax Fund        | 3,000.00     |
| 145          | Cum Res/ Real Prop Acq.     | 4,000.00     |
| 146          | Property Management         | 11,323.67    |
| 152          | Cum Res/Library             | 667.42       |
| 153          | Emergency Med Svc           | 9,749.67     |
| 155          | Cum Res/ Real Prop Acq.     | 81,354.55    |
| 156          | Criminal Justice            | 3,625.50     |
| 197          | CHIP Loan Program           | 4,920.53     |
| 342          | City Facilities Const.      | 388,618.01   |
| 354          | Parks Capital Const.        | 144,749.90   |
| 401          | Public Works-Utilities      | 58,585.31    |
| 425          | Public Works-Transit        | 5,957.91     |
| 440          | Golf                        | 8,923.08     |
| 501          | MVD - Trans Services        | 409.15       |
| 503          | Self-Insurance              | 20,214.24    |
| 505          | Computer Reserve            | 768,593.32   |
| 507          | Telecommunications          | 27,104.96    |
| 661          | Claims                      | 128,713.46   |
| TOTAL CLAIMS |                             | 1,798,481.35 |

### Councilperson introducing Resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2026

Council President

---





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

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

That the payroll of the employees of the City of Everett as of December 13, and checks issued January 02, 2026, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

| <b>Fund</b> | <b>Department</b>            | <b>Gross<br/>Payroll</b>     | <b>Employer<br/>Contributions</b> |
|-------------|------------------------------|------------------------------|-----------------------------------|
| 001         | Legislative                  | 13,742.56                    | 14,353.22                         |
| 003         | Legal                        | 98,546.72                    | 42,245.53                         |
| 004         | Administration               | 46,490.48                    | 22,492.77                         |
| 005         | Municipal Court              | 88,837.05                    | 51,891.40                         |
| 007         | Personnel                    | 55,452.96                    | 37,905.41                         |
| 010         | Finance                      | 99,883.25                    | 61,016.48                         |
| 015         | Information Technology       | 129,600.09                   | 59,069.46                         |
| 018         | Communications and Marketing | 13,010.20                    | 6,854.26                          |
| 021         | Planning & Community Dev     | 138,844.87                   | 54,982.76                         |
| 024         | Public Works                 | 236,107.84                   | 119,440.29                        |
| 026         | Animal Shelter               | 61,752.51                    | 33,801.21                         |
| 030         | Emergency Management         | 8,446.91                     | 4,799.29                          |
| 031         | Police                       | 1,883,641.16                 | 721,549.02                        |
| 032         | Fire                         | 1,221,963.33                 | 278,486.82                        |
| 038         | Facilities/Maintenance       | 102,594.62                   | 53,451.81                         |
| 101         | Parks & Recreation           | 127,787.14                   | 79,269.21                         |
| 110         | Library                      | 109,218.05                   | 54,242.13                         |
| 112         | Community Theatre            | 9,108.95                     | 7,192.31                          |
| 120         | Street                       | 71,400.04                    | 47,822.65                         |
| 153         | Emergency Medical Services   | 656,739.87                   | 155,960.70                        |
| 197         | CHIP                         | 8,663.92                     | 4,260.13                          |
| 198         | Community Dev Block          | 4,110.32                     | 3,541.19                          |
| 401         | Utilities                    | 1,015,690.10                 | 529,319.77                        |
| 425         | Transit                      | 577,277.70                   | 286,474.89                        |
| 440         | Golf                         | 27,002.20                    | 12,241.74                         |
| 501         | Equip Rental                 | 86,162.81                    | 46,416.10                         |
|             |                              | <u><u>\$6,892,075.65</u></u> | <u><u>\$2,789,080.55</u></u>      |

\_\_\_\_\_  
Councilperson Introducing Resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

**Project title:** Award and Authorize the Mayor to Sign the Contract for the Purchase of Playground Equipment and Installation From Landscape Structures, Inc. Using The King County Directors' Association (KCDA) Contract #22-315/COE Contract #2022-069

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 1/14/26  
Action  
Ordinance  
Public hearing  
Yes x No

**Budget amendment:**  
Yes x No

**PowerPoint presentation:**  
Yes x No

**Attachments:**  
Quote & Contract

**Department(s) involved:**  
Procurement & Parks & Facilities

**Contact person:**  
Theresa Bauccio-Teschlog

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

**Email:**  
[tbauccio@everettwa.gov](mailto:tbauccio@everettwa.gov)

**Initialed by:**  
*MEB*  
Department head

Administration

Council President

**Project:** Wiggums Hollow Playground Repair

**Partner/Supplier:** Landscape Structures, Inc.

**Location:** Wiggums Hollow Park - 2808 10<sup>th</sup> Street, Everett, Washington

**Preceding action:** [12/10/25](#): Ordinance creating a Special Improvement Project entitled Wiggums Hollow Playground Repair.

**Fund:** Fund 354, Program 108 (CIP-3)

## Fiscal summary statement:

The final reading for the funding of this project was approved by the City Council on December 10, 2025, which created a special improvement project titled "Wiggums Hollow Playground Repair" Fund 354, Program 108, to accumulate all costs for the project. Ordinance No. 4140-25 took effect on December 26, 2025.

The total cost of this project is \$476,169.15, including Washington state sales tax. In accordance with the Procurement Policy, this purchase is presented to the Council for award.

## Project summary statement:

On Monday, October 27<sup>th</sup>, Wiggums Hollow Park experienced a fire that damaged multiple areas of the playground and its surrounding structures. The central play structure was deemed a total loss. The tot lot, the Omni Spinner, and the music area also suffered minor damage and will need replacement.

Landscape Structures' quotation includes the demolition of the existing playground's main structure, any damaged playground equipment, and installation services, including the rubber playground surfacing system, to restore the playground to its intended functionality.

Both the equipment and installation are available for purchase from Great Western Recreation through the King County Directors' Association (KCDA) competitively bid contract #22-315/City of Everett contract #2022-069. The City has an interlocal cooperative purchasing agreement with KCDA that allows for purchases from its competitively awarded contracts, thereby eliminating the need to solicit bids on our own.

## Recommendation (exact action requested of Council):

Award and authorize the mayor to sign the Contract for the Purchase of Playground Equipment and Installation from Landscape Structures, Inc., using the King County Directors' Association contract #22-315/City of Everett contract #2022-069 in the amount of \$476,169.15, including Washington state sales tax.

**Wiggums Hollow Park**  
Worksheet # 2210-11396-6



To:  
**City of Everett - Parks & Facilities**  
Lolly Huggins | Capital Project Coordinator  
803 East Mukilteo Blvd  
Everett, WA 98203  
Office: 425 512 2057 | Email: LHuggins@everettwa.gov

Approved by \_\_\_\_\_

Date \_\_\_\_\_

PO# \_\_\_\_\_

Project Location:  
**Wiggums Hollow Park**  
2808 10th St  
Everett, WA 98201

Playground  
Equipment +  
Installation

| Date             |                      | Lead Time   | Terms        | Quoted By                |             |
|------------------|----------------------|---|--------------|--------------------------|-------------|
| October 28, 2025 |                      | 12 to 14 weeks  | see attached | John Larson 206.940.1108 |             |
| SITE PREP        |                      |   |              |                          |             |
|                  |                      | Remove and Dispose of Existing Equipment (13 posts @ 425. per + 37 footings at 355. per)  |              | \$                       | 18,660.00   |
| 3800             | (approx) square feet | Remove and Dispose of existing damaged all existing Turf material and damaged padding (equiviliant to 'cost of rubber matting removal and disposal)                         | \$ 8.45      | \$                       | 32,110.00   |
|                  |                      |   |              |                          |             |
|                  |                      |   |              | \$                       | -           |
| EQUIPMENT        |                      |   |              |                          |             |
| 1                | CUST 23-31           | Playground Equipment manufactured by Landscape Structures   |              | \$                       | 107,100.00  |
|                  |                      | Full Installation of all play equipment by certified Landscape Structures installers  |              | \$                       | 53,550.00   |
|                  |                      |   |              | \$                       | -           |
|                  |                      |   |              | \$                       | -           |
| SURFACING        |                      |   |              |                          |             |
| 3800             | (approx) square feet | Supply and Install Compacted Crushed Rock Base for Playground Grass Surfacing   | \$ 8.15      | \$                       | 30,970.00   |
| 6900             | square feet          | ForeverLawn Playground Grass Ultra, with 3" Safety Foam includes Installation, materials (seams, adhesive...), Acrylic Coated Sand Infill (EnviroFill) spread at 1# per ft² | \$ 27.20     | \$                       | 187,680.00  |
|                  |                      |   |              |                          |             |
|                  |                      |   |              | \$                       | -           |
|                  |                      | KCDA Discount per contract 22-315   |              | \$                       | (25,804.20) |

Issue Purchase Order to:  
KCDA Purchasing Cooperative  
attention: Karri Wyman  
18639 - 80th Ave S  
Kent, WA 98064-5550  
kwyman@kcda.org  
425.2510.8115

KCDA Contract Holder:  
Landscape Structures, Inc.  
attention: Misty Link  
601 - 7th Street South  
Delano, MN 55328-0198  
mistylink@playlsi.com  
763.972.5591



|                    |    |            |
|--------------------|----|------------|
| Freight            | \$ | 15,180.00  |
| Project Total      | \$ | 419,445.80 |
| Tax (9.9%)         | \$ | 41,525.13  |
| <b>Sub Total</b>   | \$ | 460,970.93 |
| Bond Fees          | \$ | 13,829.13  |
| Tax on Bond        | \$ | 1,369.08   |
| <b>Grand Total</b> | \$ | 476,169.15 |



Landscape Structures is represented Locally by PlayCreation, Inc



**AGREEMENT  
BETWEEN  
CITY OF EVERETT (“CLIENT”),  
KING COUNTY DIRECTORS’ ASSOCIATION (“KCDA”),  
AND  
LANDSCAPE STRUCTURES, INC., (“CONTRACTOR”)**

**This AGREEMENT** is made as of the 14th day of January, 2026, between the public entity City of Everett (“Client”) 2930 Wetmore Avenue, Everett, WA 98201 (address); King County Directors Association (KCDA), Street Address: 18639 - 80th Ave S, Kent, WA 98032; and the Contractor: Landscape Structures, Inc.

This Agreement supplements the King County Directors’ Association (“KCDA”) Purchase Order Number 4151018 (“Purchase Order”) for the Client.

A general description of the Project is:

Removing and disposing of the existing main structure, turf, and other items destroyed by the fire. Replace compacted crushed rock base and install identical build equipment, turf, and attenuating surface.

The Architect/Engineer (“A/E”), if any, is:

*The Client, KCDA, and Contractor agree as set forth below.*

**ARTICLE 1  
THE WORK**

**1.1** This Agreement provides supplemental terms and conditions to the Purchase Order and is incorporated by reference into the Purchase Order as if set forth in full therein. This Agreement shall be completed and executed for all KCDA projects that include any on-site construction activities. The Contractor shall fully execute and complete the entire Work described in the Contract Documents.

**ARTICLE 2  
DATES OF COMMENCEMENT AND SUBSTANTIAL AND FINAL COMPLETION**

**2.1** The date of commencement of the Work (the date from which the Contract Time is measured) shall be the date established in a notice to proceed issued by the Client, unless a different date is stated below:

**2.2** The Contractor shall achieve Substantial Completion of the entire Work no later than 5/31/2026 and Final Completion no later than 6/30/2026, subject to adjustments of the Contract Time as provided in the Contract Documents.

**2.3** Liquidated damages, if any, shall be \$0.00 per day for each calendar day after the Contract Time that Substantial Completion is not attained, and shall be paid to the Client.

**ARTICLE 3**  
**CONTRACT SUM**

**3.1** KCDA shall pay the Contractor for the Contractor's performance of the Contract the Contract Sum of four hundred thirty-three thousand two hundred seventy-four dollars and ninety-three cents Dollars (\$433,274.93), subject to additions and deductions as provided in the Contract Documents. Sales tax is not included in the Contract Sum and shall be added to the invoice between the Contractor and KCDA and to the invoice between KCDA and the Client.

The contract sum has been derived from the contractor's bid to KCDA directly, or to KCDA through the Association of Educational Purchasing Agencies (AEPA) dated October 28, 2025, and is made up of the following components: See Worksheet #2210-11396-6.

**3.2** The Contract Sum is based upon and includes the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Client:

**3.3** Unit prices beyond those listed in the Contractor's Bid to KCDA or AEPA, if any, are as follows: N/A.

**3.4** Allowances, if any, are as follows: N/A.

**3.5** If this Agreement is for a Project for the Contract Sum of one million dollars or more, complete below the names of the following subcontractors with whom the Contractor will subcontract for performance of the work:

|       |   |
|-------|---|
| _____ | HVAC (heating, ventilation, and air conditioning) |
| _____ | Plumbing as described in chapter 18.106 RCW.      |
| _____ | Electrical as described in chapter 19.28 RCW.     |
| _____ | Structural Steel Installation                     |
| _____ | Rebar Installation                                |

**3.6** If the amount of the Contract Sum listed in Section 3.1 above is one million dollars or more, then this Project is subject to the apprenticeship requirements of RCW 39.04.320 and Section 10.17 in the attached General Conditions. If the amount of the Contract Sum listed in Section 3.1 is less than one million dollars, then such apprenticeship requirements do not apply.

**ARTICLE 4**  
**PAYMENT**

**4.1** Whenever this Agreement states that KCDA will make payments, the parties agree that payment from the Client to KCDA is a condition precedent to payment from KCDA to the Contractor and that KCDA will use such payments from the Client to pay Contractor. KCDA will make payments to the Contractor as provided below and elsewhere in the Contract Documents based upon Application(s) for Payment submitted by the Contractor and per Article 15. KCDA will schedule final payment, constituting the entire unpaid balance of

the Contract Sum except statutory retainage, to the Contractor when the Work has achieved Final Completion, the Agreement has been fully performed, the Client's Board of Directors has accepted the Work, and the Client has agreed to receive billing from KCDA. The retainage shall be paid pursuant to RCW 60.28 and the Contract Documents.

**4.2** Payments due and unpaid under the Agreement shall bear interest at the Bank of America prime rate plus 2%, unless a different rate is required under RCW 39.76.

## **ARTICLE 5**

### **PERMITS AND FEES**

**5.1** The Client will secure and pay for the cost of any required building permit. The Client shall secure and pay for necessary approvals, easements, assessments and charges required for the use or occupancy of permanent structures or permanent changes in existing facilities.

**5.2** The Contractor shall secure and pay, as a part of the Contract Sum, for all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the construction of the Work.

## **ARTICLE 6**

### **PROPERTY INSURANCE**

**6.1** The Client shall include this project in its existing property insurance coverage for loss or damage to the property in the course of construction. Upon the occurrence of an insured loss, the Client shall have the power to adjust and settle any loss with the insurers.

**6.2** The Contractor shall be responsible for securing property insurance for its own equipment. This property insurance shall be on an "all-risk" or equivalent policy form and shall include, but not be limited to, coverage for fire and extended coverage, theft, vandalism, malicious mischief, collapse and windstorm. Any deductible shall be the sole responsibility of the Contractor. The Contractor's other insurance requirements are described in Article 17.

## **ARTICLE 7**

### **ENUMERATION OF CONTRACT DOCUMENTS**

The Contract Documents are enumerated as follows, except for modifications issued after execution of this Agreement:

**7.1** KCDA Invitation to Bid Number 22-315 or AEPA Invitation to Bid Number AEPA n/a and all of the terms and conditions incorporated therein, including but not limited to all terms and conditions in the Invitations for Bids, Request for Proposal, and Public Works Procedures for Members and Contractors.

**7.2** For AEPA bids, Washington, King County Directors' Association (KCDA) Additional Agency Terms and Conditions as listed in the AEPA Invitation to Bid.

**7.3** KCDA Purchase Order Number 4151018.

**7.4** This executed Agreement between the Client and Contractor, including the attached General Conditions.

7.5 Any Supplementary and other Conditions of the Agreement.

7.6 The Specifications as follows:

| <u>Section</u> | <u>Title</u> | <u>Pages</u> |
|----------------|--------------|--------------|
|----------------|--------------|--------------|

7.7 The Drawings as follows:

| <u>Number</u> | <u>Title</u> | <u>Date</u> |
|---------------|--------------|-------------|
|---------------|--------------|-------------|

7.8 The Addenda (if any) as follows:

| <u>Number</u> | <u>Date</u> | <u>Pages</u> |
|---------------|-------------|--------------|
|---------------|-------------|--------------|

7.9 Department of Labor and Industries Prevailing Wage Rates.  
County: Snohomish County  
Effective Date: 1/14/2026

7.10 Any other documents forming part of the Contract Documents and listed below:

*This Agreement entered into as of the day and year first written above.*

KING COUNTY DIRECTORS' ASSOCIATION

CONTRACTOR

By \_\_\_\_\_  
(Signature)

Karri Wyman, Contract & Procurement Lead  
(Printed name and title)

By \_\_\_\_\_  
(Signature)

Elaine Harkess, Contract Administrator  
(Printed name and title)

CLIENT

By \_\_\_\_\_  
(Signature)

Cassie Franklin, Mayor  
(Printed name and title)

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

# GENERAL CONDITIONS

## **ARTICLE 8** **THE CONTRACT DOCUMENTS**

**8.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one is as binding as if required by all. Performance by the Contractor is required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

**8.2** The Contract Documents shall not be construed to create a contractual relationship of any kind between the Client and a Subcontractor of any tier, between KCDA and a Subcontractor of any tier, between the A/E (if any) and a Subcontractor of any tier, or between any persons or entities other than the Client, KCDA, and Contractor.

**8.3** The term "Work" means the demolition, abatement, disposal, construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

**8.4** The term "A/E" means the entity listed as such on the first page of this Agreement, if any. The A/E may be an architect, engineering or similar company, or consultant, and is not necessarily a licensed architect or engineer. If "None" or "N/A" is listed for the A/E, then the Client or its designated representative will perform all of the functions of the A/E described herein. The A/E is not an agent of the Client or KCDA, and is not authorized to speak on behalf of or bind the Client or KCDA.

**8.5** The Contractor's execution of the Agreement is a representation and acknowledgement that the Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed, that the Contract Sum is reasonable compensation for all the Work, and that the Contract Time is adequate for the performance of the Work. The Contractor's execution of the Agreement is a further representation and acknowledgement that the Contractor has carefully checked and verified all pertinent figures and that it has examined the Contract Documents and the Project site, including any existing structures, and that it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished, and all other requirements of the Contract Documents, as well as the surface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof.

**8.6** KCDA is an intended third-party beneficiary of this Agreement and may enforce all of its terms directly

against the Contractor. Contractor hereby assigns to the Client all manufacturers' warranties.

## **ARTICLE 9** **ADMINISTRATION OF THE AGREEMENT**

**9.1** The Client, with assistance from the A/E, will provide administration of the Agreement. The Client must approve in writing all changes in the Contract Sum or Time and all Change Orders, Construction Change Directives, and payments to the Contractor. The Client's Representative may perform any of the duties of the A/E described herein, at the discretion of the Client.

**9.2** No representative of KCDA, the Client, or the A/E is authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Documents, nor to approve or accept any portion of the Work whether or not executed in accordance with, nor to issue instructions contrary to the Contract Documents, other than the Client's Superintendent. All warranties, guarantees, and certificates shall inure to the benefit of the Client.

**9.3** The Client or the A/E may disapprove, condemn or reject work when, in its opinion, the Work does not conform to the Contract Documents. The Client or the A/E may require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is then fabricated, installed or completed.

**9.4** The Client or the A/E may call, schedule and conduct job meetings, which the Contractor and representatives of its Subcontractors shall attend, to discuss such matters as procedures, progress, problems and scheduling.

**9.5** The Client, KCDA, and the A/E may visit the site at intervals each considers appropriate to the stage of the Work to become generally familiar with the progress and quality of the completed Work. However, none of them will be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

**9.6** The Client may occupy the site during the course of the Work.

## **ARTICLE 10** **THE CONTRACTOR**

**10.1** The Contractor shall perform, supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, personnel and procedures, for safety, and for coordinating all portions of the Work under the Agreement, unless the Contract Documents specifically provide other instructions concerning these matters. The Contractor shall be and operate as an independent contractor in the performance of the Work and

shall have complete control over and responsibility for all personnel performing the Work. The Contractor is not authorized to enter into any agreements or undertakings for or on behalf of KCDA or the Client or to act as or be an agent or employee of KCDA or the Client.

**10.2** The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, disposal, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**10.3 Workers.** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall be responsible to KCDA and the Client for the acts and omissions of the Contractor's employees, Subcontractors of any tier and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor. At no change to the Contract Sum or Contract Time, the Client may provide written notice requiring the Contractor to remove from the Work any employee or other person carrying out the Work that the Client considers objectionable. If the Work is being performed at a site in active school use or where there is a likelihood of contact with children, a person shall be unfit and removed from the site if he or she is a registered sex offender or has pled guilty to or has been convicted of any felony crime involving the physical injury or death of a child (RCW 9A.32 or RCW 9A.36 but not RCW 46.61--motor vehicle violation), the physical neglect of a child (RCW 9A.42), sexual offenses against a minor (RCW 9A.44), sexual exploitation of a child (RCW 9.68A), the sale or purchase of a minor child (RCW 9A.64.030), promoting prostitution of a child (RCW 9A.88), or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for the immediate termination of this Agreement for cause.

**10.4 Warranty.** The Contractor warrants that materials and equipment furnished under the Agreement will be of good quality and new, that the Work will be performed in a skillful and workmanlike manner, free from defects not inherent in the quality required or explicitly permitted, and that the Work will conform to the requirements of the Contract Documents. The Client may conclude that Work not conforming to these requirements, including substitutions or deviations from the drawings or specifications not properly approved and authorized, is defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. Contractor warrants its goods under the attached warranty.

**10.5 Taxes and Fees.** In accordance with Article 3, KCDA shall invoice the Client and pay all sales tax.

The Contractor shall pay all other consumer, use, B & O, and other similar taxes that are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect.

**10.6 Legal Compliance.** The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify KCDA, the Client, and A/E in writing if the Contractor observes the Drawings or Specifications to be at variance with them.

**10.7 Submittals.** The Contractor shall review, approve and submit to the Client or A/E with reasonable promptness Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. The Work shall be in accordance with approved submittals.

**10.8 Progress Schedule.** Within *seven days* of execution of this Agreement, the Contractor shall submit a preliminary schedule of the Work to the Client. Failure to do so shall constitute a material breach of the Contract and a material breach of the conditions of the bid bond. Within *thirty days* after execution of the Agreement, and before any progress payment need be made, the Contractor, after consultations with its Subcontractors, shall submit a Progress Schedule to the Client. Neither the Client nor the A/E will, however, be required to review or approve the substance or sequence of the Progress Schedule, which are the Contractor's sole responsibility. The Contractor will be responsible for planning, scheduling, managing, and reporting the progress of the Work in accordance with all of the specific methods and submittals described in the Contract Documents. The Contractor shall use the Contract Schedule to plan, coordinate, and prosecute the Work in an orderly and expeditious manner.

**10.9 Clean-Up.** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. Prior to completion of the Work or at the Client's request, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to do so, the Client may do so and charge to the Contractor all costs incurred.

**10.10 Access.** The Contractor shall provide KCDA, the Client, the A/E and their respective consultants access to the Work wherever located.

**10.11 Royalties and Patents.** The Contractor shall pay all royalties and license fees, shall defend suits or claims for infringement of patent rights and shall hold KCDA, the Client, and the A/E harmless from loss on account thereof, unless the Contract Documents require the particular infringing design, process or product of a particular manufacturer or manufacturers.

**10.12 Indemnification.** Subject to the following conditions and to the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless KCDA, the Client, and the A/E and their respective agents, employees, directors, officers, consultants, successors and assigns ("Indemnified Parties") from and against all claims, damages, losses and expenses, direct and indirect, or consequential, including but not limited to costs and attorneys' fees incurred on such claims and in proving the right to indemnification, arising out of or resulting from performance of the Work, any act or omission of the Contractor, its agents, any of its Subcontractors of any tier, and anyone directly or indirectly employed by the Contractor or Subcontractors of any tier ("Indemnitor"). The Contractor will fully defend, indemnify, and hold harmless the Indemnified Parties for the sole negligence of the Indemnitor. The Contractor will defend, indemnify, and hold harmless the Indemnified Parties for the concurrent negligence of the Indemnitor to the extent of the Indemnitor's negligence. The Contractor agrees to being added by KCDA or the Client as a party to any mediation, arbitration, or litigation with third parties in which KCDA or the Client alleges indemnification or contribution from an Indemnitor. The Contractor agrees that all of its Subcontractors of any tier will, in the subcontracts, similarly stipulate; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s). To the extent a court or arbitrator strikes any portion of this indemnification provision for any reason, all remaining provisions shall retain their vitality and effect. In claims against any person or entity indemnified under this Section 10.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 10.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. After mutual negotiation of the parties, the Contractor waives immunity as to the Client, KCDA, the A/E and their consultants only under Title 51 RCW, "Industrial Insurance." IF THE CONTRACTOR DOES NOT AGREE WITH THIS WAIVER, IT MUST PROVIDE A WRITTEN NOTICE TO KCDA OR AEPA ALONG WITH THE SUBMISSION OF ITS BID TO KCDA OR AEPA, OR THE CONTRACTOR WILL BE DEEMED TO HAVE NEGOTIATED AND WAIVED THIS IMMUNITY. The provisions of this Section shall survive the expiration or termination of this Agreement.

### **10.13 Prevailing Wages.**

10.13.1 Pursuant to RCW 39.12, no worker, laborer, or mechanic employed in the performance of any part of this Agreement shall be paid less than the "prevailing rate of wage" (in effect as of the date that bids are due) as determined by the Industrial Statistician of the Department of Labor and Industries, ESAC Division, PO Box 44540, Olympia WA 98504-4540, Telephone (360) 902-5335. The schedule of the prevailing wage rates for the locality or localities where this Work will be performed is attached and made a part of this Agreement by reference as though fully set forth herein; if not

attached, then the applicable prevailing wages are determined as of the Bid Date for the county in which the Project is located and are available at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>. A copy is available for viewing at the Client's office, and a hard copy will be mailed upon request. To the extent that there is any discrepancy between the attached or provided schedule of prevailing wage rates and the published rates as are applicable under WAC 296-127-011, or if no schedule is attached, then the applicable published rates shall apply at no increase to the Contract Sum. The Contractor shall provide the respective Subcontractors with a schedule of the applicable prevailing wage rates. The Industrial Statistician will answer questions relating to prevailing wage data upon request.

10.13.2 Pursuant to RCW 39.12.060, in case any dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries, whose decision therein shall be final and conclusive and binding on all parties involved in the dispute.

10.13.3 The Contractor shall defend, indemnify and hold the Client harmless, including attorneys' fees, from any violation or alleged violation of RCW 39.12 ("Prevailing Wages on Public Works") and RCW 51 ("Industrial Insurance"), including without limitation RCW 51.12.050, by the Contractor, any Subcontractor of any tier, or any person performing Work on behalf of the Contractor or any Subcontractor of any tier.

**10.14** The Contractor shall comply with all applicable provisions of RCW 49.28.

**10.15** Pursuant to RCW 49.70 and WAC 296-307-560 et seq., the Contractor shall provide KCDA and the Client copies of and have available at the Project Site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor at the Project Site.

**10.16** The Contractor shall maintain and preserve for at least three years from the date of final payment books, ledgers, records, documents, estimates, bidding documents, correspondence, logs, schedules, electronic data and other evidence relating or pertaining to the costs incurred by the Contractor in connection with or related to the Agreement and/or performance of the Contract ("records") to such extent and in such detail as will properly reflect and fully support compliance with the Contract Documents and with all costs, charges and other amounts of whatever nature for which reimbursement or payment is or may be claimed under the Contract. The Contractor agrees to make available at all reasonable times at the office of the Contractor all such records for inspection, audit and reproduction (including electronic reproduction) by KCDA and the Client and their representatives. These requirements shall be applicable to each Subcontractor of any tier and included in each Subcontract and

purchase order issued with respect to the Work. The Contractor agrees, on behalf of itself, its representatives, and Subcontractors of any tier and their representatives, that any rights under RCW 42.56 will commence at Final Acceptance, and that the invocation of such rights at any time by the Contractor or a Subcontractor of any tier or any of their representatives shall initiate an equivalent right to disclosures from the Contractor and Subcontractors of any tier for the benefit of KCDA and the Client. Because of the importance of the access of such records to the Client in the case of a Claim, if the Contractor or any Subcontractor fails to fully comply with the requirements of this section with regard to any Claim, such Claim shall be deemed to be waived.

**10.17 Apprenticeship.** If the Contract Sum is one million dollars or more (see Section 3.1 of the Agreement), then this Section 10.17 and RCW 39.04.320 shall apply. This Section 10.17 shall not apply and shall have no effect upon Projects where the Contract Sum is less than one million dollars.

**10.17.1** Pursuant to RCW 39.04.320, no less than fifteen percent (15%) of the Labor Hours shall be performed by apprentices, unless a different amount is permitted or otherwise required by law. Apprenticeship hours shall be performed by participants in training programs approved by the Washington State Apprenticeship Council.

**10.17.2** “Labor Hours” means the total hours of workers receiving an hourly wage who are directly employed on the site of the public works project. “Labor hours” includes hours performed by workers employed by the Contractor and all Subcontractors working on the Project. “Labor hours” does not include hours worked by foremen, superintendents, owners, and workers who are not subject to prevailing wage requirements of RCW 39.12.

**10.17.3** During the term of this Contract, the Client may adjust the apprenticeship labor hour requirement upon its finding or determination that includes:

- .1 A demonstration of lack of availability of apprentices in the geographic area of the Project;
- .2 A disproportionately high ratio of material costs to labor hours that does not make feasible the required minimum levels of apprenticeship participation;
- .3 Demonstration by participating contractors of a good faith effort to comply with the requirements of RCW 39.04.300, 39.04.310 and 39.04.320;
- .4 Small contractors or subcontractors (e.g., small or emerging businesses) would be forced to displace regularly employed members of their workforce;
- .5 The reasonable and necessary requirements of the Contract render apprentice utilization infeasible at the required level (e.g., the number of skilled workers required and/or limitations on the time available to perform the Work preclude utilization of apprentices); or
- .6 Other criteria the Client deems appropriate, which are subject to review by the office of the Governor.

**10.17.5** The Contractor shall report apprentice participation to the Client at least monthly, on forms provided or approved by the Client. In addition, copies of monthly certified payroll records may be requested to document the goal including copies with any birthdates and social security numbers (and any other sensitive personal information) redacted so as such copies may be used to respond to any public records requests. The reports will include:

- .1 The name of the Project;
- .2 The dollar value of the Project;
- .3 The date of the Contractor’s notice to proceed;
- .4 The name of each apprentice and apprentice registration number;
- .5 The number of apprentices and labor hours worked by them, categorized by trade or craft;
- .6 The number of journey level workers and labor hours worked by them, categorized by trade or craft; and
- .7 The number, type, and rationale for the exceptions granted.

**10.18. Certified Payrolls.** Contractor and its Subcontractors of all tiers shall submit certified payrolls in accordance with RCW 39.12.120.

## **ARTICLE 11** **SUBCONTRACTORS**

**11.1** A “Subcontractor” is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the site or to supply materials or equipment. A “Subcontractor of any tier” includes Subcontractors as well as all direct and lower level sub-subcontractors and suppliers.

**11.2** As soon as practicable after award of the Agreement, the Contractor shall confirm in writing to KCDA and the Client the names of the Subcontractors for each portion of the Work. The Contractor shall not contract with any Subcontractor to whom the Client has made reasonable and timely objection or which is different from the one listed in conjunction with the bid. Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor to be bound to the Contractor by the terms of the Contract Documents to the extent of the Work to be performed by the Subcontractor and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward KCDA and the Client, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

**11.3** The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors). The Contractor shall furnish to KCDA and the Client such releases of liens and claims and other documents as KCDA or the Client may request



from time to time to evidence such payment (and discharge). KCDA may, at its option, withhold payment, in whole or in part, to the Contractor until such documents are so furnished. The Contractor shall defend, indemnify, and hold harmless KCDA and the Client from any liens, including all expenses and attorneys' fees. Nothing in the Contract Documents shall create any obligation on the part of KCDA, the Client, or A/E to pay or to see to the payment of any moneys due any Subcontractor of any tier or other person or entity, except as may otherwise be required by laws and regulations.

## **ARTICLE 12**

### **CONSTRUCTION BY CLIENT OR BY SEPARATE CONTRACTORS**

**12.1** The Client reserves the right to perform construction or operations related to the Project with the Client's own forces and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to those of the Contract Documents. The Contractor has the responsibility to coordinate its Work with such separate contractors and the Client's own forces.

**12.2** The Contractor shall afford the Client and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations as required by the Contract Documents.

## **ARTICLE 13**

### **CHANGES IN THE WORK**

**13.1** The Client, without invalidating the Agreement, may order changes in the Work consisting of additions, deletions or modifications ("Changes"), and the Contract Sum and Contract Time will be adjusted accordingly. Changes in the Work, the Contract Sum and/or the Contract Time shall be authorized only by written Change Order signed by KCDA, the Client, the A/E and the Contractor or by written Construction Change Directive signed by the Client and the A/E.

**13.1.1** Change Orders. A Change Order is a written instrument signed by KCDA, the Client, and the Contractor stating their agreement upon a change in the Work; the amount of the adjustment in the Contract Sum, if any; and the extent of the adjustment in the Contract Time, if any.

**13.1.2** Construction Change Directives. A Construction Change Directive is a written order prepared and signed by the Client and the A/E that directs a change in the Work and states a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. It shall be used in the absence of total agreement on the terms of a Change Order. The Contractor shall promptly proceed with the change in the Work described in the Construction Change Directive. As soon as possible, and within *seven days* of receipt, the Contractor shall

advise KCDA and the Client in writing of the Contractor's agreement or disagreement with the cost or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**13.2** Changes in the Work shall be priced using the Contractor's unit prices and/or R.S. Means pricing as submitted in its Bid to KCDA or AEPA. If no such unit prices are listed for the Changes in the Work, and if the parties cannot agree on the cost or credit to KCDA and the Client from a Change in the Work, the Contractor shall keep and present, in such form as KCDA or the Client may prescribe, an itemized accounting together with supporting data. The total cost of any Change or Claim shall be limited to the reasonable value of the following:

**13.2.1** Direct labor costs: The effective W.D.O.L.&I. prevailing hourly wage for the laborers, journeymen, and foremen performing and/or directly supervising the Changed Work on the site. The premium portion of overtime wages may not be included unless pre-approved in writing by the Client. The hourly cost shall be based upon basic wages and mandatory fringe benefits and workers' insurances.

**13.2.2** Direct material costs: An itemization of the quantity of materials necessary to perform the Change in the Work and the net cost therefor.

**13.2.3** Construction equipment usage costs: An itemization of the actual length of time construction equipment appropriate for the Work will be used solely on the Change in the Work at the Site times the lower of the actual rental receipt or applicable current state, NECA, EquipmentWatch, or MCA rental cost. Actual, reasonable mobilization costs are permitted if the equipment is brought to the Site solely for the Change in the Work. The rate for equipment necessarily standing by for future use on the Work shall be 50% of the rate established above.

**13.2.4** Cost of any change in insurance or bond premium. Upon request, the Contractor shall provide KCDA and the Client with supporting documentation.

**13.2.5** Subcontractor costs: Payments the Contractor makes to Subcontractors for Changed Work performed by Subcontractors of any tier. The cost of Work for Subcontractors of any tier shall be determined in the same manner as prescribed in this Section 13.2.

**13.2.6** Fee: The allowance for all combined overhead, profit, and other costs, including all office, home office, extended and site overhead (including project manager, project engineer, superintendent and general foreman time), and all delay and including impact costs of any kind, added to the total cost to the Client of any Change Order or any Claim for additional work or extra payment of any kind on this Project shall be calculated consistent with the provisions of the KCDA contract. The change order must be signed by both the Client and Contractor.

**13.3 Dispute Resolution.** All claims, disputes and other matters in question of the Contractor, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof ("Claims"), except Claims which have been waived under the terms of the Contract Documents, shall be decided exclusively by the following dispute resolution procedure; claims that have been waived under the terms of the Contract Documents are not permitted to be brought in any forum. The Contractor shall diligently carry on the Work and maintain the progress schedule during the dispute resolution procedure, including any litigation proceedings, unless the parties mutually agree in writing otherwise.

**13.3.1 Notice of Claim.** The Contractor shall submit notice of all Claims to both KCDA and the Client in writing within *seven days* of the event giving rise to them and shall include a clear description of the event and its probable effect. Failure to comply with these requirements shall constitute waiver of the Claim.

**13.3.2 Claim Submission.** Within *21 days* of the Notice of Claim, the Contractor shall provide both KCDA and the Client in writing with a Claim, which shall include a clear description of the Claim, any and all changes in cost and in time to which the Contractor and its Subcontractors of any tier may be entitled under this Agreement for the Claim, and data supporting the Claim. The claim of a Subcontractor may be brought only through the Contractor and only after the Contractor notifies KCDA and the Client in writing that the Contractor has reviewed and agrees with the Claim. No act, omission, or knowledge, actual or constructive, of the Client shall in any way be deemed to be a waiver of the requirement for a timely written Claim unless the Client provides the Contractor with an explicit, unequivocal written waiver. Failure to comply with these requirements shall constitute waiver of the Claim.

**13.3.3 Informal Resolution.** KCDA and the Client will make a determination of the Claim. If no determination is made within two weeks of submission of the Claim, the Claim shall be deemed rejected. If the Contractor disagrees with KCDA and the Client's determination and wishes to pursue the Claim further, the Contractor must, within *fourteen days* of receipt of the determination, provide KCDA and the Client with a written request that a representative of the Contractor, KCDA, and the Client meet, confer, and attempt to resolve the Claim. This meeting will then take place at a mutually convenient time within *thirty days* of the request, unless the Client elects to proceed directly to mediation.

**13.3.4 Mediation.** The Contractor may bring no litigation against the Client or KCDA unless the Claim is first subject to non-binding mediation under the Construction Mediation Rules of the American Arbitration Association ("AAA"). The Contractor is responsible for initiating the mediation process. This requirement cannot be waived except by an explicit written waiver signed by KCDA, the Client, and the Contractor. To initiate the mediation process, the Contractor shall submit a written mediation request to KCDA and the Client within *thirty days* of the meeting undertaken in

Section 13.3.3. If the parties are unable to agree to a mediator within *thirty days* after KCDA and the Client's receipt of the written request for mediation, any party may submit a request for mediation to the AAA. An officer of the Contractor and of KCDA and the Superintendent or designee of the Client, all having full authority to settle the Claim (subject only to ratification by the Client's Board of Directors), must attend the mediation session. To the extent there are other parties in interest, such as Subcontractors, their representatives, with full authority to settle the Claim, shall also attend the mediation session. Unless KCDA, the Client, and Contractor mutually agree in writing otherwise, all unresolved Claims in the Project shall be considered at a single mediation session which shall occur prior to Final Acceptance by the Client.

**13.3.5 Litigation.** The Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered in the dispute resolution procedures of Sections 13.3.1 through 13.3.4 above. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has strictly complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) *120 days* after the Date of Substantial Completion as designated in writing by the Client or (b) *60 days* after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by KCDA, the Client, and the Contractor. The pendency of a mediation (calculated as the period from the written request for mediation through the day following the mediation proceeding) shall toll these filing requirements.

**13.4 Notices and Claims.** All notices and Claims shall be made in writing as required by the Agreement.

**13.4.1** Any notice of a Claim of the Contractor against KCDA or the Client and any Claim of the Contractor, whether under the Agreement or otherwise, must be made pursuant to and in strict accordance with the applicable provisions of the Contract Documents. Failure to comply with these requirements shall constitute waiver of the Claim. No act, omission, or knowledge, actual or constructive, of KCDA, the Client, or the A/E shall in any way be deemed to be a waiver of the requirement for timely written notice and a timely written Claim unless KCDA, the Client, and the Contractor sign an explicit, unequivocal written waiver approved by KCDA and the Client's Board of Directors.

**13.4.2** The fact that KCDA, the Client, and the Contractor may continue to discuss or negotiate a Claim that has or may have been defective or untimely under the Contract shall not constitute waiver of the provisions of the Contract Documents unless KCDA, the Client, and Contractor sign an explicit, unequivocal written waiver approved by the Client's board of directors.

**13.4.3** The Contractor expressly acknowledges and agrees that the Contractor's failure to timely submit required notices or timely submit Claims has a substantial impact upon and prejudices KCDA and the Client, including but not limited to the inability to fully investigate or verify the Claim, mitigate

damages, choose alternative options, adjust the budget, delete or modify the impacted Work, and/or monitor time, cost and quantities. For these and other reasons, the parties stipulate that KCDA and the Client are prejudiced by the Contractor's failure to timely submit notices or Claims as required by the Contract Documents.

**13.5 Claims for Concealed or Unknown Conditions.** If conditions unknown to the Contractor are encountered at the site which are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found and generally recognized as inherent in activities of the character provided for in the Contract Documents, then the Contractor shall give written notice to KCDA and the Client promptly before conditions are disturbed and in no event later than *seven days* after the first observance on the conditions. The Contractor shall make any Claim arising from such condition in accordance with the dispute resolution procedure in Section 13.3.

**13.6 Claims for Consequential Damages.** The Contractor, the Client, and KCDA waive Claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes without limitation:

- .1** damages incurred by KCDA or the Client for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2** damages incurred by the Contractor for principal and home office overhead and expenses including without limitation the compensation of personnel stationed there, for losses of financing, business and reputation, for losses on other projects, for loss of profit, and for interest or financing costs.

This mutual waiver is applicable to all consequential damages of any cause, including without limitation due to either party's termination in accordance with Article 20. Nothing contained in this Section 13.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**13.7** The Contractor (including Subcontractors of any tier) shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended overhead; profit upon damages for delay; impact damages; or similar damages.

#### **ARTICLE 14** **TIME**

**14.1** Within *seven days* of executing the Agreement, the Contractor shall deliver any required bond to the Client with a copy to KCDA; no Progress Payments shall be due until the bond is delivered.

**14.2** If, through no fault of the Contractor or a Subcontractor of any tier, the Work is delayed at any time in progress of the Work by changes ordered in the Work, by unanticipated general labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, delays caused by the Client or its separate contractors, or any causes beyond the Contractor's control and for which it and its subcontractors of any tier are not responsible, or by other causes which may justify delay, then the Contract Time shall be extended by Change Order to the extent the critical path is affected. The Contractor (including Subcontractors) shall be entitled to damages for delay, the total limited to the liquidated rate of Section 2.3, only where KCDA or the Client's own actions or inactions were the actual, substantial cause of the delay and where the Contractor could not have reasonably avoided the delay by the exercise of due diligence. If a delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.

**14.3** THE TIMELY COMPLETION OF THIS PROJECT IS ESSENTIAL TO KCDA AND THE CLIENT. KCDA and the Client will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time; however, it may be difficult if not impossible to determine the amount of such damages. Consequently, this Agreement may include provisions for liquidated damages. KCDA and the Client's right to liquidated damages is not affected by partial completion, occupancy, or beneficial occupancy. If this Agreement does not contain an agreed amount for liquidated damages, KCDA and the Client may prove their actual damages.

#### **ARTICLE 15** **PAYMENTS AND COMPLETION**

**15.1 Progress Payments.** Payments shall be made as provided in Articles 3 and 4 of this Agreement. If Progress payments are specified, they will be made monthly for Work duly approved and performed during the calendar month preceding the application according to the following procedure.

**15.1.1 Draft Application.** Within the first five days of each month, the Contractor shall submit to KCDA and the Client, for the Client's approval, a report on the current status of the Work as compared to the Progress Schedule and a draft itemized AIA Application for Payment for Work performed during the prior calendar month. This shall not constitute a payment request. KCDA or the Client may request the Contractor to provide data substantiating the Contractor's right to payment, such as copies of requisitions or invoices from Subcontractors.

15.1.2 **Payment Request.** The Client shall review and approve the draft Application for Payment, or state its reasons for disapproval. Upon the Client's approval, and after the Contractor has furnished all data requested, the Contractor may submit to KCDA a payment request in the agreed-upon amount, in the form of a notarized, itemized AIA Application for Payment for Work performed during the prior calendar month. KCDA shall re-verify the amounts with the Client and, once verified and approved by the Client, will invoice the Client, and KCDA shall make payment to Contractor from funds received from the Client. Payment from the Client to KCDA is a condition precedent to payment from KCDA to the Contractor. Among other things, the Application shall state that prevailing wages have been paid in accordance with the prefiled statement(s) of intent to pay prevailing wages on file with KCDA and the Client and that all payments due Subcontractors from KCDA's prior payments have been made. The submission of this Application constitutes a certification that the Work is current on the progress schedule, unless otherwise noted on the Application. If the Contractor believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, the Contractor may submit to KCDA a separate written payment request specifying the exact additional amount due, the category in the Schedule of Values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due.

15.1.3 **Payments to Subcontractors.** No payment request shall include amounts the Contractor does not intend to pay to a Subcontractor. If, after making a request for payment but before paying a Subcontractor for its performance covered by the payment request, the Contractor discovers that part or all of the payment otherwise due to the Subcontractor is subject to withholding from the Subcontractor for unsatisfactory performance or other reasons, the Contractor may withhold the amount as allowed under the subcontract, but it shall give the Subcontractor and KCDA and the Client written notice of the remedial actions that must be taken as soon as practicable after determining the cause for the withholding but before the due date for the Subcontractor payment, and pay the Subcontractor within *eight working days* after the Subcontractor satisfactorily completes the remedial action identified in the notice.

15.2 **Prevailing Wages.** Pursuant to RCW 39.12, the Contractor will not receive any payment until the Contractor and all Subcontractors have submitted a "Statement of Intent to Pay Prevailing Wage" to KCDA and the Client. The statement must have the approval of the Industrial Statistician of the Department of Labor and Industries before it is submitted to KCDA and the Client. The Contractor and the respective Subcontractors shall pay all fees required by the Department of Labor and Industries, including fees for the approval of the "Statement of Intent to Pay Prevailing Wages." Approved copies of the "Statement of Intent to Pay Prevailing Wages" must be posted where workers can easily read them.

15.3 **Progress payments.** Unless the Client informs the Contractor that a payment will be withheld as

provided in Section 15.4, KCDA shall make progress payments within 30 days of approval of the payment request by the Client.

15.4 **Withheld Payments.** Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed by third parties, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment or provide releases under Section 11.3.1, (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (5) damage to KCDA, the Client, or another contractor, (6) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or (7) failure to carry out the Work in accordance with the Contract Documents. When KCDA intends to withhold all or part of a payment for any of the foregoing reasons, KCDA will provide the Contractor, within *eight working days* after KCDA's receipt of the Application for Payment, written notification of the reasons that all or part of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

#### 15.5 Substantial Completion.

15.5.1 When the Contractor believes that the entire Work is Substantially Complete, it shall notify KCDA and the Client in writing. When the Client agrees, the Client will issue a Certificate of Substantial Completion. Substantial Completion is the stage in the progress of the Work when the construction is sufficiently complete, in accordance with the Contract Documents, so the Client can fully utilize the Work (or the designated portion thereof) for the use for which it is intended. All Work other than incidental corrective or punchlist work and final cleaning shall have been completed. The Work is not Substantially Complete if all systems and parts affected by the Work are not usable, if an occupancy permit (temporary or final) has not been issued, or if utilities affected by the Work are not connected and operating normally. The fact that the Client may use or occupy the Work or designated portion thereof does not indicate that the Work is Substantially Complete, nor does such occupation toll or change any liquidated damages due KCDA.

15.5.2 Immediately before partial or complete occupancy, the Client will schedule an inspection tour of the area to be occupied. A representative of KCDA and/or the Client, A/E and Contractor will jointly tour the area and record items still remaining to be finished and/or corrected. The Contractor shall supply and install any items missed by the inspection but required or necessary for Final Completion as a part of the Contract Sum, notwithstanding their not being recorded during the inspection tour.

15.6 **Final Payment.** Pursuant to RCW 60.28, completion of the Contract Work shall occur after the Contractor has notified KCDA and the Client in writing that the Work has been concluded and submits the items listed below to KCDA and the Client, any required occupancy permit has been issued, and the Client's Board formally accepts the Project

("Final Acceptance"). Final Payment shall not become due until after Final Acceptance. Before Final Acceptance, the Contractor must have submitted the following to the Client:

- .1 An affidavit that all payrolls, Subcontractors, bills for materials and equipment, and other indebtedness connected with the Work for which the Client or its property might in any way be responsible or encumbered, have been paid or otherwise satisfied,
- .2 consent of surety to final payment,
- .3 a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least *30 days* ' prior written notice has been given to KCDA and the Client,
- .4 a written statement that the Contractor knows of no substantial reason why the insurance will not be renewable to cover the period required by the Contract Documents,
- .5 other data establishing payment or satisfaction of or protection (satisfactory to KCDA and the Client) against all obligations, such as receipts, releases and waivers of liens arising out of the Agreement, satisfactorily demonstrating to KCDA and the Client that the claims of Subcontractors and laborers who have filed claims have been paid,
- .6 pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from the Contractor and from each Subcontractor certified by the Industrial Statistician of the Department of Labor and Industries, with fees paid by the Contractor or Subcontractor,
- .7 a certified statement that the Contractor has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this Project (including, without limitation, city/county building departments, health districts and utility districts; attach a copy of each of these closed or signed-off permits),
- .8 all warranties, guarantees, certificates, spare parts, specified excess material, and other documents or items required by the Contract Documents, and
- .9 a hard copy of the "record" drawings and specifications, delivered in a clear, clean and legible condition.

If any Subcontractor of any tier refuses to furnish a release or waiver required by KCDA of the Client, KCDA may retain in the fund, account, or escrow funds such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to KCDA all

moneys that the latter or the Client may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Final payment shall be made pursuant to RCW 60.28 after the Contractor has properly submitted certificates from the Department of Revenue, the Department of Labor and Industries and, pursuant to RCW 50.24, a certificate from the Department of Employment Security.

## **15.7 Waivers.**

15.7.1 Final Payment by KCDA. The making of final payment shall constitute a waiver of claims by KCDA and the Client except those arising from (1) liens, claims, security interests, or encumbrances arising out of the Agreement and unsettled; (2) failure of the Work to comply with the requirements of the Contract Documents; or (3) terms of warranties required by the Contract Documents or law.

15.7.2 Final Payment to Contractor. Acceptance of final payment by the Contractor shall constitute a waiver of Claims except those previously made in writing and identified in writing as unsettled on the final Application for Payment.

15.7.3 Change Orders. The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. If the Contractor adds to a Change Order or any other document a reservation of rights that has not been initialed by KCDA and the Client, all the amounts previously agreed shall be considered disputed and not yet payable unless the costs are re-negotiated or the reservation is withdrawn or changed in a manner satisfactory to and initialed by KCDA and the Client. If KCDA makes payment for a Change Order or an Application for Payment that contains a reservation of rights not initialed by KCDA and the Client to indicate agreement with the reservation, and if the Contractor accepts such payment, then the reservation of rights shall be deemed waived, withdrawn, and of no effect.

## **15.8 Retainage.**

### **15.8.1 Progress Payments:**

.1 Pursuant to RCW 60.28, KCDA will reserve 5% from the moneys the Contractor earns on estimates during the progress of the Work, to be retained as a trust fund for the protection and payment of the claims of any person arising under the Agreement and the state with respect to taxes imposed pursuant to Title 82 RCW which may be due from the Contractor.

.2 The moneys reserved may, at the option of the Contractor, be (1) retained in a fund by KCDA until *45 days* following Final Acceptance; or (2) deposited by KCDA in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until *45 days* following Final

Acceptance, with interest to the Contractor; or (3) placed in escrow with a bank or trust company until 45 days following the Final Acceptance, by KCDA's joint check to the bank or trust company and the Contractor, to be converted into bonds and securities chosen by the Contractor, approved by KCDA, and held in escrow, with interest on the bonds and securities paid to the Contractor as it accrues.

.3 If moneys are retained from the Contractor, it may retain payment of not more than 5% from the moneys earned by any Subcontractor, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds.

**15.9 Warranty of Title.** The Contractor warrants and guarantees that title to Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Client no later than the time of payment, free and clear of liens. The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors). The Contractor shall furnish to the Client such releases of claims and other documents as may be requested by the Client from time to time to evidence such payment (and discharge). The Client may, at its option, withhold payment, in whole or in part, to the Contractor until such documents are so furnished. The Contractor shall indemnify and hold harmless the Client from any liens, including all expenses and attorneys' fees.

## **ARTICLE 16**

### **PROTECTION OF PERSONS AND PROPERTY**

**16.1** The Contractor shall have the right to control and shall be solely responsible for, and neither KCDA, the Client, nor the A/E shall have responsibility for, all aspects of safety, including initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Agreement. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto. The Contractor shall maintain the Work site and perform the Work in a manner that meets statutory and common-law requirements for the provision of a safe place to work. This requirement shall apply continuously and not be limited to working hours.

**16.2** The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they

may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of KCDA, the Client, or A/E or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor or a Subcontractor of any tier. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 10.12.

**16.3** The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl ("PCB") unless specifically required by the Contract Documents.

**16.4** The Contractor shall bear the risk of any loss, damage or destruction of its own property, including without limitation its tools, trailers and equipment, whether rented or owned, to the extent that they will not be incorporated in the Work. Any insurance provided by the Client will not cover any such loss, damage or destruction.

**16.5** If the scope of the Work requires the Contractor to perform Work relating to hazardous materials, the Contractor shall be responsible to take all reasonable precautions to prevent foreseeable bodily injury or death resulting from such materials or substances, and to dispose of such materials as required by the Contract Documents and all applicable state and federal laws and regulations. The Contractor shall defend, indemnify, and hold harmless the Client, its consultants, the A/E, and their respective agents, employees, consultants, successors and assigns from and against any and all claims to the extent of the Contractor's failure to abide by such Contract Documents and all applicable state and federal laws and regulations.

## **ARTICLE 17**

### **INSURANCE AND BONDS**

#### **17.1 Contractor's Liability Insurance.**

17.1.1 The Contractor shall purchase from and maintain during the life of this Agreement, at its own cost in a company or companies admitted to do business in the State of Washington, possessing a Best's policy holder's rating of A- or better and a financial rating of no less than VII, and reasonably acceptable to KCDA and the Client, an occurrence-based Commercial General Liability Insurance Policy which shall provide bodily injury and property damage liability on the Contractor's operations, including its Subcontractors of any tier; owned, non-owned and hired vehicles; and on work the Contractor may subcontract or sublet to others; and on the indemnity provisions of this Agreement. This insurance will name KCDA and the Client and their employees as additional insureds per Additional Insured Owner's (Form B) for Work performed under this Agreement. The Contractor's policy shall be designated primary coverage for both defense and indemnity, and any KCDA or Client policies excess. Such limits of liability insurance shall have per project general aggregate provisions and shall not be less than the following:

.1 \$1,000,000 Combined Single Limit protection for both bodily injury and property damage liability per occurrence and \$2,000,000 general aggregate;

.2 \$1,000,000 per accident for bodily injury liability including sickness, disease or death and property damage liability because of damage to or destruction of property of others, including loss of use thereof arising out of the operation of automobiles.

.3 \$1,000,000 for personal injury liability coverage included and defined in the Commercial General Liability insurance policy for damages which are sustained by (1) a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.

.4 \$1,000,000 for claims involving blanket contractual liability insurance (included and defined in the Commercial General Liability Insurance Policy) applicable to the Contractor's obligations under Section 10.12.

.5 In addition, the Contractor shall maintain a true umbrella policy that provides excess limits over the primary layer, in an amount not less than \$2,000,000.

17.1.2 The insurance described above shall include coverage for underground, collapse and explosion exposures.

17.1.3 In addition, the Contractor shall purchase and maintain insurance for claims under workers' compensation (industrial insurance), disability benefit and other similar employee benefit acts in the State statutory amount and Employer's Liability with coverage of at least \$250,000/\$500,000.

17.1.4 Before commencing the Work or exposure to loss can occur, and, in any event, within *ten days* after KCDA has issued its notice of intent to award contract, the Contractor shall furnish KCDA and the Client with Certificates of Insurance, in duplicate, as evidence of all insurance required by the Contract Documents. All policies and certificates must be signed copies and shall contain provision that coverages afforded under the policies cannot be materially altered, allowed to expire or canceled without first giving *45 days* written notice by certified mail to KCDA and the Client. The Contractor shall furnish to KCDA and the Client copies of any subsequently issued endorsements amending, modifying, altering, or restricting coverage of limits.

17.1.5 Coverage shall be maintained without interruption from the date of commencement of the Work until the date of Final Acceptance, except for any coverage required to be maintained after Final Acceptance. Completed operations coverage shall remain in force for three years after Final Acceptance.

17.1.6 If KCDA or the Client is damaged by the failure of the Contractor to maintain any of the above insurance

or to so notify KCDA and the Client, than the Contractor shall bear all costs properly attributable thereto. KCDA MAY WITHHOLD PAYMENT PENDING RECEIPT OF ALL CERTIFICATES OF INSURANCE. Failure to withhold payment shall not constitute a waiver.

17.1.7 KCDA's specification or approval of the insurance in this Agreement or of its amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts or additional insurance.

## **17.2 Property Insurance.**

17.2.1 The requirements for property insurance are addressed in Article 6 above.

## **17.3 Waivers of Subrogation.**

17.3.1 KCDA, the Client, and the Contractor waive all rights against each other and any of their subcontractors of any tier, the A/E, their consultants, separate contractors described in Article 12 (if any), and any of their respective agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Articles 6 and 17.2 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Client as fiduciary. KCDA and the Client do not waive their subrogation rights to the extent of the Client's property insurance on structures or portions of structures that do not comprise the Work. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

## **17.4 Payment and Performance Bond.**

17.4.1 Pursuant to RCW 39.08, the Contractor is required to submit payment and performance bonds secured from a surety company licensed to do business in the State of Washington. The Contractor shall pay for the bonds in the full amount of the Contract Sum plus sales tax. Within *seven days* of entering into the Agreement, the Contractor shall deliver two copies of the bond (including the original bond) to KCDA and one copy each to the Client and the A/E. The price of the bond will be added to the total contract amount to be paid by the Client. KCDA MAY DECLINE TO ENTER INTO THE CONTRACT IF EVIDENCE OF BONDABILITY IS NOT RECEIVED, AND THE CLIENT MAY WITHHOLD ITS NOTICE TO PROCEED AND/OR WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH SURETY BOND IS RECEIVED.

## **ARTICLE 18**

### **CORRECTION OF WORK**

**18.1** The Contractor shall promptly and within no more than *fourteen (14) days* of notice from the Client or KCDA correct Work rejected or failing to conform to the requirements of the Contract Documents at any time through a period of one year from the date of Substantial Completion of the Agreement or by terms of a longer manufacturer's warranty or an applicable special warranty required by the Contract Documents. The provisions of this Article apply to Work done by Subcontractors of any tier as well as to Work done by direct employees of the Contractor.

**18.2** If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents or fails to carry out the Work in accordance with the Contract Documents, KCDA and/or the Client, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

**18.3** Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described above relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

## **ARTICLE 19**

### **MISCELLANEOUS PROVISIONS**

**19.1 Applicable Law and Venue.** The Agreement shall be governed by the laws of the State of Washington, without regard to its choice of law provisions. The exclusive venue for any litigation regarding this Agreement shall be in the Superior Court in the county in which the Project is located.

**19.2 Statutes.** The Contractor shall abide by the provisions of all applicable Washington statutes. The statutes referenced in the Contract Documents are not meant to be a complete list and should not be relied upon as such.

**19.3 Contractor Registration and Related Requirements.** Pursuant to RCW 39.06, the Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27. The Contractor shall: have a current state unified business identifier number; have industrial insurance coverage for the Contractor's employees working in Washington as required in Title 51 RCW; have an employment security department number as required in Title 50 RCW; have a state excise tax registration number as required in Title 82 RCW, and; not be disqualified from bidding on any public works contract under

RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).

**19.4 Law Against Discrimination.** Contractor shall comply with pertinent statutory provisions relating to public works of RCW 49.60.

**19.5 Provisions for Aged and Handicapped Persons.** Contractor shall comply with pertinent statutory provisions relating to public works of RCW 70.92.

**19.6 Safety Standards.** Contractor shall comply with pertinent provisions of Chapter 296-155 WAC, "Safety Standards for Construction Work."

**19.7 Unemployment Compensation.** Pursuant to RCW 50.24 in general and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Agreement or arrange for a bond acceptable to the commissioner.

**19.8 Drug-Free Workplace.** The Contractor and all Subcontractors shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.

**19.9 Tobacco-Free Environment.** Smoking or use of any kind of lighted pipe, cigar, cigarette or any other lighted smoking equipment, material or smokeless tobacco products, including vaping, is prohibited on all Client property.

**19.10 Asbestos Removal.** To the extent this Project involves asbestos removal, the Contractor shall comply with RCW 49.26 and any provisions of the Washington Administrative Code promulgated thereunder.

**19.11 Assignment.** The Contractor shall not let, delegate duties under, assign or transfer this Agreement, or any interest in it or part of it, without the prior written consent of KCDA and the Client.

**19.12 Weapons.** The Contractor and its employees, agents, and Subcontractors of any tier shall not bring onto the Project site or onto any Client property any firearm or any other type of weapon described in either RCW 9.41.280(1) or RCW 9.41.250. Any person violating this Section shall immediately be removed from the Work, and such a violation shall be grounds for a termination of this Agreement for cause at the Client's discretion.

**19.13 Contaminated Properties.** To the extent this Project involves the remediation of contaminated property, the Contractor shall comply with RCW 64.44 and 70.105D and any provisions of the Washington Administrative Code promulgated thereunder, including the use of authorized contractors as provided in RCW 64.44.060.



**19.14 Disposal of Materials.** To the extent this Project involves the remediation of contaminated property, the Contractor shall comply with all applicable requirements of RCW 70.95 and any provisions of the Washington Administrative Code promulgated thereunder.

## **ARTICLE 20**

### **TERMINATION OF THE CONTRACT**

**20.1 Termination for Cause by Contractor.** If KCDA fails to make payment for a period of *60 days* through no fault of the Contractor and has been given approval by the Client, the Contractor may, upon *seven additional days'* written notice to KCDA, terminate the Agreement and recover from KCDA payment for all Work properly executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including Fees applicable thereto.

**20.2 Termination for Cause by Client.** The Client may, upon *seven days'* written notice to the Contractor, terminate (without prejudice to any right or remedy of KCDA or the Client) the whole or any portion of the Work for cause, including but not limited to the following circumstances:

- .1 the Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure the Completion of the Work within the Contract Time;
- .2 the Contractor is in material default of or materially breaches any provisions of this Agreement;
- .3 the Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;
- .4 the Contractor fails to supply a sufficient number of properly skilled workers or proper materials;
- .5 the Contractor fails to make prompt payment to Subcontractors or for materials or labor;
- .6 the Contractor materially disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
- .7 the Contractor fails to comply with the provisions of RCW 28A.400.330 by permitting a worker on the Project having contact with children who has been convicted of or pled guilty to a felony crime involving children as described in Section 10.3.

**20.3 Termination for Convenience by Client.** The Client may, at any time upon *seven days'* written notice to the Contractor, terminate (without prejudice to any right or remedy of the Client or KCDA) the whole or any portion of the Work for the convenience of KCDA and the Client. The Client shall be liable to Contractor only for those costs reimbursable to Contractor in accordance with the following:

.1 The amount due under Articles 4 and 15 of this Agreement for the performance of the Work actually performed, including equipment manufactured or in process; and

.2 Other pre-approved costs, consistent with Section 13.2, necessary and reasonably incurred in connection with the termination of Work.

The total sum to be paid to the Contractor under this Section 20.3 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made.

### **20.4 Effects of Termination.**

20.4.1 Unless the Client directs otherwise, after receipt of a Notice of Termination from the Client pursuant to Sections 20.2 or 20.3, the Contractor shall promptly:

- .1 stop Work under the Agreement on the date and as specified in the Notice of Termination;
- .2 place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of any portion of the Work that is not terminated;
- .3 procure cancellation of all orders and subcontracts, upon terms acceptable to the Client, to the extent that they relate to the performance of Work terminated;
- .4 assign to the Client all of the right, title and interest of the Contractor under all orders and subcontracts, in which case the Client shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- .5 with the Client's approval, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts not assigned to the Client;
- .6 transfer title and deliver to the entity or entities designated by the Client the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work;
- .7 use its best efforts to sell any property of the types referred to in Section 20.4.1.6. The Contractor may acquire any such property under the conditions prescribed by and at a price or prices approved by the Client, and the proceeds of any such transfer or disposition may be applied in reduction of any payments to be made by the Client to the Contractor;

.8 take such action as may be necessary or as directed by the Client to preserve and protect the Work and property related to this Project in the possession of the Contractor in which the Client has an interest; and

.9 continue performance only to the extent not terminated.

20.4.2 In arriving at any amount due the Contractor after termination, the following deductions shall be made:

.1 all unliquidated advance or other prior payments on account made to the Contractor applicable to the terminated portion of the Agreement;

.2 any claim which KCDA or the Client may have against the Contractor;

.3 an amount necessary to protect KCDA and the Client against outstanding or potential liens or claims; and

.4 the agreed price for or the proceeds of sale of any materials, supplies or other things acquired by the Contractor or sold, pursuant to the provisions of Section 20.4.1.7, and not otherwise recovered by or credited to KCDA.

20.4.3 If (and only if) the termination pursuant to Section 20.3 is partial, the Contractor may file a Claim for an equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the Agreement. The Contractor must assert any Claim for an equitable adjustment under this subparagraph within *twenty-one days* from the effective date of the Termination.

20.4.4 The Contractor shall refund to KCDA any amounts KCDA paid to the Contractor in excess of costs reimbursable under Section 20.3.

20.4.5 The damages and relief from termination by the Client specifically provided in Article 20 shall be the Contractor's sole entitlement in the event of termination.

20.4.6 When this Agreement refers to a termination, it is understood that the termination is of this Agreement, the Purchase Order, and all related contract documents, but not of any contract between KCDA and the Contractor that is not specific to this Project and this Client.

End of Section

## PAYMENT BOND

Bond No. 285080221

The City of Everett has awarded to LANDSCAPE STRUCTURES INC (Principal), a contract for the construction of the project designated as Wiggums Hollow Playground Repair, Project 37458, in Everett, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and LIBERTY MUTUAL INSURANCE COMPANY (Surety), a corporation organized under the laws of the State of Massachusetts and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Everett in the sum of Four Hundred Seventy-Six Thousand One Hundred Sixty-Nine and 15/100 US Dollars (\$ 476,169.15), which is the Contract Price, subject to the provisions herein.

This statutory payment bond shall become null and void if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12, including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City of Everett against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or the subcontractors or lower-tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower-tier subcontractors material persons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.


The Surety for value received agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond, and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety. The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

LANDSCAPE STRUCTURES INC.  
PRINCIPAL

LIBERTY MUTUAL INSURANCE COMPANY  
SURETY

  
Printed Name: Brant Dennis  
Title: VP of Finance

  
Printed Name: Dartonya Wright  
Title: Attorney-In-Fact

STANDARD BOND FORM  
OFFICE OF THE CITY ATTORNEY  
APPROVED AS TO FORM  
APPROVED AS TO CITY CHARTER § 4.1

Local Office/ Agent of Surety:

Name: Aon Risk Services Central, Inc.

Address: 200 E. Randolph St., Chicago, IL 60601

Phone Number: (312) 381-1000

Email: N/A



# POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8214194-285057**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aaron D. Griffin; Aerie Walton; Bartlomiej Siepierski; Corinne Chapman; Dartonya Wright; Derek J. Elston; George F. Douaire, V; Jean Torres; Jennifer L. Jakaitis; Jessica B. Dempsey; Judith A. Lucky-Eftimov; Kristin L. Hannigan; Melissa L. Fortier; Nicholas Kertesz; Richard Casas; Robert Nachreiner; Roger Paraison; Samantha Chierici; Sandra M. Winsted; Susan A. Welsh; Tara A. Maquinto; Victoria Johnson

all of the city of Chicago state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of June, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 10th day of June, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

## ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

## ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of January 2026



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



## PERFORMANCE BOND

Bond No.: 285080221

The City of Everett has awarded to LANDSCAPE STRUCTURES INC. (Principal), a contract for the construction of the project designated as Wiggums Hollow Playground Repair, Project 37458, in Everett, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and LIBERTY MUTUAL INSURANCE COMPANY (Surety), a corporation organized under the laws of the State of Massachusetts and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Everett in the sum of Four Hundred Seventy-Six Thousand One Hundred Sixty-Nine and 15/100 US Dollars (\$ 476,169.15), which is the Contract Price, subject to the provisions herein.

This statutory performance bond shall become null and void if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City of Everett against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower-tier subcontractors of the Principal) to faithfully perform the Contract.

The Surety for value received agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond, and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety. The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.


LANDSCAPE STRUCTURES INC.  
PRINCIPAL



Printed Name: Brand Dennis

Title: VP of Finance

LIBERTY MUTUAL INSURANCE COMPANY  
SURETY



Printed Name: Dartonya Wright

Title: Attorney-In-Fact

STANDARD BOND FORM  
OFFICE OF THE CITY ATTORNEY  
APPROVED AS TO FORM  
APPROVED AS TO CITY CHARTER § 4.1

Local Office/ Agent of Surety:

Name: Aon Risk Services Central, Inc.

Address: 200 E. Randolph St., Chicago, IL 60601

Phone Number: (312) 381-1000

Email: N/A



# POWER OF ATTORNEY

Certificate No: **8214194-285057**

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aaron D. Griffin; Aerie Walton; Bartlomiej Siepierski; Corinne Chapman; Dartonya Wright; Derek J. Elston; George F. Douaire, V; Jean Torres; Jennifer L. Jakaitis; Jessica B. Dempsey; Judith A. Lucky-Eftimov; Kristin L. Hannigan; Melissa L. Fortier; Nicholas Kertesz; Richard Casas; Robert Nachreiner; Roger Paraison; Samantha Chierici; Sandra M. Winsted; Susan A. Welsh; Tara A. Maquinto; Victoria Johnson

all of the city of Chicago state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of June, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 10th day of June, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

## ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

## ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 2nd day of January, 2026.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

**Project title:** Everett 2044 Housekeeping Amendments Ordinance

**Council Bill #** *interoffice use*

CB 2512-91

**Agenda dates requested:**

Briefing & 1<sup>st</sup> Reading 1/7/26

2<sup>nd</sup> Reading 1/14/26

Action 1/21/26

Ordinance X

Public Hearing 1/14/26

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

X Yes No

**Attachments:**

Staff Memo

Proposed Ordinance -  
Development Regulations

**Department(s) involved:**

Planning

**Contact person:**

Yorik Stevens-Wajda

**Phone number:**

425-257-8725

**Email:**

[ystevens@everettwa.gov](mailto:ystevens@everettwa.gov)

**Initialed by:**

YSW

Department head

Administration

Council President

**Project:** Everett 2044 Comprehensive Plan and Development Regulations Periodic Update

**Partner/Supplier:** NA

**Location:** Citywide

**Preceding action:** Ordinance 4102-25

**Fund:** NA

**Fiscal summary statement:**

None

**Project summary statement:**

The Everett 2044 Comprehensive Plan and Development Regulation Periodic Update was adopted June 18, 2025, via ordinances [4101-25](#) and [4102-25](#), with an effective date of July 8, 2025. The [comprehensive plan](#) is available at [everettwa.gov/3365/2044-Comprehensive-Plan](http://everettwa.gov/3365/2044-Comprehensive-Plan). The updated [development regulations](#) are available through the online municipal code viewer at [everett.municipal.codes/EMC/](http://everett.municipal.codes/EMC/)

In the months since adoption of the development regulations, staff have identified errors and provisions that are difficult to interpret accurately and consistently. This is the first of what could be several housekeeping ordinances to correct errors and clarify provisions in the development regulations.

The planning commission adopted [PC Resolution 25-02](#) on November 18, 2025, recommending approval of a set of amendments to correct errors and clarify regulations.

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

Adopt an Ordinance for Everett 2044 Housekeeping Amendments to Development Regulations Recently Adopted through the Everett 2044 Periodic Update, AMENDING EMC Chapters 14.16, 19.03, 19.04, 19.05, 19.06, 19.08, 19.09, 19.13, 19.22, 19.25, 19.34, 19.35, 19.38, 19.39, and 19.40.



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

**An ORDINANCE Adopting Housekeeping Amendments to Development Regulations Recently Adopted through the Everett 2044 Periodic Update, AMENDING EMC Chapters 14.16, 19.03, 19.04, 19.05, 19.06, 19.08, 19.09, 19.13, 19.22, 19.25, 19.34, 19.35, 19.38, 19.39, and 19.40.**

**WHEREAS,**

- A.** The Everett 2044 Comprehensive Plan and Development Regulation Periodic Update was adopted June 18, 2025, with an effective date of July 8, 2025, via ordinances 4101-25 and 4102-25; and
- B.** In the months following the adoption of the development regulations in the Everett 2044 periodic update, staff have identified errors and provisions that are difficult to interpret accurately and consistently; and
- C.** This is the first of what could be several housekeeping ordinances to correct errors and clarify provisions in the development regulations; and
- D.** The amendments contained in this ordinance maintain consistency with the Growth Management Act and are consistent with its planning goals; and
- E.** The amendments contained in this resolution are consistent with and supportive of goals, policies, and implementation strategies in the Everett Comprehensive Plan, including:
  - 1. Goal DD 2: Building and site designs are based on clear and predictable development regulations via a menu of options.
  - 2. DD-1 Maintain a continuous, consistent, walkable, and human-scaled pedestrian environment at the interface of buildings and the public realm. Promote interaction between indoor and outdoor activities to create an inclusive and vibrant public realm.
  - 3. DD-20 Be attentive to ways code or policies may inadvertently disadvantage small-scale developments and developers, and where possible take steps to rectify imbalances.
  - 4. Policy HO-2 Adopt flexible development regulations that streamline the local review process with clear objective standards, encouraging innovative and context-sensitive development.
  - 5. HO-12 Boost homeownership opportunities through administrative, regulatory, and financial benefits.



6. HO-21 Implement inclusionary zoning requirements in areas of the city subject to high displacement risk.
  7. HO-24 Evaluate the cost and supply implications of proposed regulations, policies, and procedures affecting housing development and ensure that they promote affordability, development, and housing diversity.
  8. ED-34 Encourage predictability and consistency in the City's land use regulations, while also allowing for flexibility and creativity in the site development process.
  9. Goal EAI-5: Everett implements the Comprehensive Plan in a coordinated and efficient manner in accordance with state law and in the best interests of city residents.
  10. Policy EAI-17 Implement the Comprehensive Plan through city development regulations, programs, budgets, and functional plans, ensuring that each are consistent and mutually supportive.
- F. The Planning Commission reviewed the amendments contained in this ordinance, including holding a briefing on August 19, 2025 and a public hearing on September 16, 2025; and
  - G. The Planning Commission considered the factors in EMC 15.03.300(C) in reviewing the proposed development regulation text amendments in this ordinance; and
  - H. The Planning Commission recommends, via Planning Commission Resolution 25-02, approval of the amendments contained in this ordinance, finding that the proposed amendments are consistent with the Everett comprehensive plan, bear a substantial relation to public health, safety and welfare, and promote the best long-term interests of the Everett community.
  - I. The city's responsible official issued a Determination of Significance and Adoption of Everett 2044 Periodic Update Final Environmental Impact Statement on \_\_\_\_\_; and
  - J. Notice of the proposed updated comprehensive plan was sent to the Washington State Department of Commerce on October 14, 2025 and a letter of receipt was received the next day; and
  - K. The amended development regulations contained in this ordinance maintain consistency with the GMA and are consistent with the GMA planning goals; and
  - L. The amended development regulations contained in this ordinance are consistent with and supportive of the Everett Comprehensive Plan; and
  - M. The development regulations amendments contained in this ordinance were prepared following the procedural requirements in RCW 36.70A and WAC 365-196; and
  - N. The development regulations amendments contained in this ordinance were prepared following the procedural requirements in EMC 15.02.095; and
  - O. The City Council considered the factors in EMC 15.03.300 in reviewing the proposed development regulations amendment in this ordinance and based approval, in part, on the following findings:

1. The proposed development regulation amendments are consistent with the Everett comprehensive plan;
2. The proposed development regulation amendments bear a substantial relation to public health, safety or welfare;
3. The proposed development regulation amendments promote the best long-term interests of the Everett community

P. On \_\_\_\_\_, the Everett City Council held a public hearing, after proper notice, and considered public comment and the entire record related to the amendments contained in this ordinance.

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

**Section 1.** EMC 14.16.430 is hereby amended as follows, with strikeout text deleted and underlined text added.

**14.16.430 Single and multiple metered services—Regulations and charges.**

A. *Residential dwelling units – Separate meters required.* Each residential dwelling unit (as defined by the current edition of the International Residential Code for one- and two- unit dwellings) shall require a separate metered service. The required permit(s) shall be obtained, and a separate metered service shall be installed to each dwelling unit. Each meter shall be charged for water service independently and shall remain liable for a lien for water charges as provided in Section 14.16.850.

1. Where multiple existing dwelling units share a single metered service, separation of the service and installation of a separate metered service to each dwelling unit may be required at the discretion of Public Works.

2. At the discretion of Public Works, a single shared water service and meter may be permitted for a new dwelling unit being added within or attached to an existing one-unit dwelling, provided both units remain under single ownership.

B. *Commercial structures – Single metered service.* Commercial structures (as defined by the current edition of the International Building Code, including multi-family structures with three or more dwelling units) shall provide a single metered service per structure, sized per the current edition of the Uniform Plumbing code.

1. Multiple metered services may be permitted for separate non-residential tenant spaces within a commercial structure at the discretion of Public Works.

**Section 2.** EMC 19.03.030 is hereby amended as follows, with strikeout text deleted and underlined text added.

### **19.03.030, Purpose and application of zone districts**

A. *Agriculture Zone (AG)*. The purpose of the agricultural use zone is to provide and protect areas for certain agricultural uses on lands which are not appropriate for residential, commercial or industrial development at urban intensities.

B. *Residential Zones*.

1. *Neighborhood Residential-Constrained*. The purpose of the Neighborhood Residential-Constrained zone is to reduce risk from hazards in areas with limited access by providing for a continuation of established development patterns and limiting growth potential.

2. *Neighborhood Residential*. The purpose of the Neighborhood Residential is to provide for a variety of housing opportunities while limiting the scale of buildings to three floors or less to be complimentary to existing neighborhood scale and bulk.

3. *Urban Residential (4 Floors)*. The purpose of the Urban Residential (4 Floors) zone is to permit moderate-scale residential development in buildings up to up to four floors along with limited opportunities for neighborhood commercial development.

4. *Urban Residential (7 Floors)*. The primary purpose of the Urban Residential (7 Floors) zone is to permit moderate-scale residential development in buildings up to seven floors along with limited opportunities for neighborhood commercial development.

C. *Mixed Use Zones*.

1. *Mixed Use (4 Floors)*. The purpose of the Mixed Use (4 Floors) zone is to provide for low-scale residential and commercial development in buildings up to four floors.

2. *Mixed Use (7 Floors)*. The purpose of the Mixed Use (7 Floors) zone is to provide for medium-scale residential and commercial development in buildings up to seven floors.

3. *Mixed Use (15 Floors)*. The purpose of the Mixed Use (15 Floors) zone is to provide for intensive mixed-use development along transit corridors and around high-capacity transit stations in buildings up to fifteen floors.

4. *Mixed Use (25 Floors-Center City)*. The purpose of the Mixed Use (25 Floors-Center City) zone is to reinforce and enhance the downtown center city that provides local and regional service, retail, entertainment, civic and public uses as well as a variety of urban housing choices in buildings up to twenty-five floors.

D. *Industrial Zones*.

1. *Light Industrial-Mixed Use (LI-MU)*. The purpose of the Light Industrial-Mixed Use (LI-MU) zone is to support existing light industrial and manufacturing uses while providing opportunities for the addition of commercial and residential uses.

2. *Light Industrial (LI)*. The purpose of the light industrial (LI) zone is to support industrial development and uses and those that are highly complementary, prohibit incompatible uses, concentrate employment, and mitigate adverse impacts on adjacent residential zones.

3. *Heavy Industrial (HI)*. The purpose of the heavy industrial zone is to provide for and protect certain areas of the city for heavy manufacturing uses. This zone is also intended to:

- a. Provide and protect areas of the city for marine-related commerce, while striking a balance with the need for limited commercial uses;
- b. Preserve Everett's "working waterfront" character; and
- c. Further the goals of the Everett comprehensive plan and shoreline master program relating to public access to and enjoyment of the shoreline.

E. *Park and Open Space Zone (P-OS)*. The purpose of the park and open space zone is to provide a zoning classification for recreational and open space uses and other compatible public uses on current and future city-owned land, or for public properties characterized by environmental sensitivity and value to be preserved, for the most part, in their undisturbed state, and to provide and protect open space and other natural assets of the community.

F. *Watershed Resource Management (WRM)*. The purpose of the watershed resource management zone is to provide a land use classification which allows for the continuation of existing uses and anticipated future uses for land in the city-owned Chaplain Tract within the corporate limits of Everett. These are lands that are not intended for urban development and are located outside the urban growth boundary. These properties are intended to be used only for municipal service purposes that do not conflict with the maintenance of a safe and adequate water supply for the Everett water system, and which are in accordance with applicable license requirements.

G. *Overlay Zones*.

1. *Historic Overlay Zone (H)*. The purpose of the historic overlay zone is to:

- a. Establish a regulatory mechanism for the designation and protection of historic sites, buildings, districts and landmarks;
- b. Provide for methods of modifying the development standards of the underlying zone in the interest of preserving or enhancing the historic features or significance of a particular site; and
- c. Recognize the depth of historical resources in Everett and their significance to the heritage of the community.

2. *Institutional Overlay Zone (I)*. The purpose of the institutional overlay zone is to allow for various institutional land uses with special needs and impacts to be located in the Everett community in a manner which is compatible with surrounding land uses

through a master plan review process which requires public involvement and provides predictability to the institution and the public.

3. *Planned Development Overlay Zone (PD)*. The purpose of the planned development (PD) overlay zone is to allow for commercial, industrial and mixed-use developments which are of a unique character and desirable quality, and which are beneficial to the area in which the property is located and to the community in general. It is the intent of this chapter to provide a public review process through which a planned development may be proposed with alternative standards to those contained in this title, and that the primary basis for city approval of alternative development standards is that the proposal will result in a development which, as a whole, provides public benefits and high quality development that otherwise cannot be realized through conformance to the requirements of this title.

4. *Airport/~~Port~~ and Navy Compatibility Overlay Zone (APN)*. The purpose of the ~~APN~~ Airport and Navy compatibility zones is to protect Paine Field Airport, ~~Port of Everett~~, and Naval Station Everett from nearby incompatible land uses and development by implementing special development standards and project permit notice procedures.

5. *Mixed-Use Centers*. The purpose of Mixed-Use Centers is to support significant housing and employment growth in compact and pedestrian-oriented urban places that are connected to public transit and active transportation networks. Mixed-Use Centers include Metro Everett.

**Section 3.** Subsection EMC 19.04.030 “Street-facing dwelling unit façade” is hereby deleted.

**Section 4.** Subsection EMC 19.04.050 “Transit Stop, Frequent” is hereby deleted.

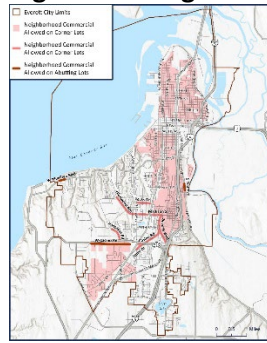
**Section 5.** EMC 19.05.045 is hereby amended as follows, with strikeout text deleted and underlined text added.

#### **19.05.045, Neighborhood Commercial**

A. The purpose of this section is to allow small-scale neighborhood commercial uses in residential areas subject to specific development standards to ensure compatibility. Uses identified in section C are permitted where meeting the criteria in subsection B, subject to the standards in section C.

B. Neighborhood Commercial uses are permitted in residential zones in the following areas:

### Map 5-1 Areas Eligible for Neighborhood Commercial



1. Corner lots, meaning lots that abut two different and intersecting public streets, within the areas identified in Map 5-1; and
2. In buildings historically used for and built for commercial/~~residential~~ or mixed use, including buildings for which a legal nonconforming use has discontinued or ceased; and
3. Lots abutting the following streets:
  - a. W Casino Rd; and
  - b. S 2<sup>nd</sup> Ave between Zillah St and Eugene St.
  - c. W Mukilteo Blvd between Sound Ave and Upland Ave

#### C. Allowed Neighborhood Commercial uses:

1. Food or beverage establishment;
2. The following subcategories of Retail Sales and Service: grocery, specialty food stores (bakery, convenience store, ice cream, candy, deli, butcher/meat market, vegetable, beer/wine/liquor), cobbler/shoe repair, tailor, laundromat, barber, hair salon, bookstore, florist, pet store, pharmacy, or similar;
3. Clinic, except in the area bounded by Hoyt Avenue, Lombard Avenue, 10<sup>th</sup> Street, and 14<sup>th</sup> Street;
4. Lodging-Hotels, Motels (limited to five rooms);
5. Veterinary Clinic or Animal Day Care — Limited to Small Animal;
6. Day Care Center, Commercial (limited to 20 children or adults);
7. Entertainment and Recreation — Enclosed in Building (e.g., theater, fitness facility);
8. Offices; and
9. Other uses not listed above if determined through the review process described in Title 15 to be compatible with surrounding properties and the immediate vicinity.

D. Standards for Neighborhood Commercial uses, provided that standards may be modified by the planning director if determined through the review process described in Title 15 to be compatible with surrounding properties and the immediate vicinity:

1. Up to 3,000 square feet gross floor area or 50% of the gross floor area of the ground floor, whichever is larger;
2. Outdoor use areas are subject to administrative use permit and EMC 19.39.050;
3. See EMC 19.06.020 for reduced setbacks for Neighborhood Commercial uses;
4. No minimum off-street parking required;
5. Off-street parking prohibited between the building and the street;
6. No drive through facilities allowed;
7. Hours of operation: limited to 6 am to 11 pm;
8. See Chapter 20.08 for maximum permissible noise levels; and
9. The primary street-facing façade shall have a main entrance door and at least 60 percent of the area transparent windows or doors and the secondary street-facing facade must be 25 percent windows or entrance doors. Windows used to meet this standard must allow views from the building to the street and may not be glass block.

**Section 6.** EMC 19.05.090 is hereby amended as follows, with strikeout text deleted and underlined text added.

**19.05.090 Table 5-2 (commercial use table)**

| USE                               | NR-C | NR | UR4<br>UR7 | MU4<br>MU7<br>MU15<br>MU25 | LI-MU          | LI | HI | AG | SPECIAL REGULATIONS  |
|-----------------------------------|------|----|------------|----------------------------|----------------|----|----|----|--|
| COMMERCIAL USES                   |      |    |            |                            |                |    |    |    | (See EMC 19.39.060, Performance regulations—General, regarding requirements to prevent nuisance impacts.)  |
| Automobile drive-through facility |      |    |            | P <sup>3</sup>             |                |    |    |    | See EMC 19.13.095 for regulations concerning drive-through facilities.<br><sup>3</sup> Drive through facilities restricted in mixed-use centers. See EMC 19.13.095 for automobile drive through facility requirements. |
| Auto fuel sales                   |      |    |            | A <sup>4</sup>             | P <sup>4</sup> | P  | P  |    | <sup>4</sup> Prohibited in mixed-use centers.  |

| USE   | NR-C | NR             | UR4<br>UR7     | MU4<br>MU7<br>MU15<br>MU25 | LI-MU           | LI              | HI              | AG | SPECIAL REGULATIONS   |
|---|------|----------------|----------------|----------------------------|-----------------|-----------------|-----------------|----|---|
| Automobile, light truck or RV sales or rental                 |      |                |                | p <sup>4</sup>             |                 |                 |                 |    | <sup>4</sup> Prohibited in mixed-use centers.   |
| Equipment sales and rental                                    |      |                |                | A                          | P               | P               | P               |    |   |
| Heavy truck and equipment sales                               |      |                |                |                            | P               | P               | P               |    |   |
| Automobile and truck service, light; body repair and painting |      |                |                | p <sup>4</sup>             | p <sup>4</sup>  | p <sup>4</sup>  | p <sup>8</sup>  |    | See EMC 19.13.140 for light automobile and truck service, body repair and painting.<br><sup>4</sup> TOD or pedestrian streets: prohibited use.<br><sup>8</sup> In HI zone, light vehicle servicing is permitted only in multiple-tenant building or development.  |
| Automobile and truck service, heavy                           |      |                |                |                            |                 |                 | P               |    |   |
| Automobile dismantling/recycling                              |      |                |                |                            | p <sup>9</sup>  | P               | p <sup>9</sup>  |    | <sup>9</sup> Permitted only when completely contained within an enclosed building.  |
| Impound, storage yard, tow yard                               |      |                |                |                            | p <sup>10</sup> | p <sup>10</sup> | p <sup>10</sup> |    | <sup>10</sup> Impound, storage and tow yards shall comply with landscaping and screening requirements of Chapter 19.39 EMC.   |
| Casino, mini  |      |                |                | p <sup>11</sup>            | p <sup>11</sup> |                 |                 |    | See EMC 19.13.170.<br><sup>11</sup> See EMC 19.13.170 for Mini-casino regulations, including Map 13-1 indicating where Mini-Casinos are prohibited.   |
| Convention center   |      |                |                | P                          | P               |                 |                 |    |   |
| Clinics   |      | p <sup>1</sup> | p <sup>1</sup> | p <sup>17</sup>            | A <sup>17</sup> |                 |                 |    | <sup>1</sup> Permitted only when meeting the requirements of EMC 19.05.045. <sup>17</sup> In Metro Everett on TOD or pedestrian streets: Clinics are a prohibited use on the ground floor; provided, however, that the following are not considered clinics for the purpose of this restriction: dentists, psychiatrists, chiropractors, physical |



| USE   | NR-C | NR                 | UR4<br>UR7         | MU4<br>MU7<br>MU15<br>MU25 | LI-MU               | LI                  | HI                  | AG | SPECIAL REGULATIONS   |
|---|------|--------------------|--------------------|----------------------------|---------------------|---------------------|---------------------|----|---|
|   |      |                    |                    |                            |                     |                     |                     |    | therapists, optometrists or ophthalmologists.<br>(a) Government public health agency uses providing clinical services shall be deemed to be a permitted use on the ground floor within the MU or LI1/LI2 zone.<br>(b) Health events on a property within the MU or LI1/LI2 zone providing clinical health services to the general public, not exceeding three days in duration and occurring not more than once every ninety days, shall be exempt from the prohibition of clinics on the ground floor. |
| Day care center, commercial   |      | p <sup>1</sup>     | p <sup>1</sup>     | P                          | P                   | P                   | P                   |    |   |
| Entertainment and recreation—enclosed in building (e.g., theater, fitness facility) |      | p <sup>1</sup>     | p <sup>1</sup>     | p <sup>12</sup>            | p <sup>12</sup>     | p <sup>12</sup>     |                     |    | <sup>1</sup> Permitted when meeting the requirements of EMC 19.05.045. <sup>12</sup> In Metro Everett on TOD or pedestrian streets: Private clubs are a prohibited use on the ground floor.   |
| Entertainment and recreation—not enclosed (e.g., amusement, outdoor arena)          |      |                    |                    | C                          | A                   | A                   | P                   | C  |   |
| Food or beverage establishment  |      | p <sup>1, 13</sup> | p <sup>1, 13</sup> | p <sup>14</sup>            | p <sup>14, 15</sup> | p <sup>14, 15</sup> | p <sup>14, 15</sup> |    | <sup>1</sup> Permitted only when meeting the requirements of EMC 19.05.045.<br><sup>13</sup> Taverns, nightclubs and restaurants with live entertainment prohibited.<br><sup>14</sup> Taverns, nightclubs and restaurants with live, amplified entertainment shall be set back a minimum of one hundred feet from any residential zone.<br><sup>15</sup> Allowed as an accessory use only.  |
| Lodging—hotels, motels  |      |                    |                    | P                          | P                   |                     |                     |    |   |

| USE  | NR-C | NR             | UR4<br>UR7     | MU4<br>MU7<br>MU15<br>MU25 | LI-MU               | LI              | HI              | AG | SPECIAL REGULATIONS   |
|--|------|----------------|----------------|----------------------------|---------------------|-----------------|-----------------|----|---|
| Offices  |      | p <sup>1</sup> | p <sup>1</sup> | P                          | p <sup>15</sup>     | p <sup>15</sup> | p <sup>15</sup> |    | <sup>1</sup> Permitted only when meeting the requirements of EMC 19.05.045.<br><sup>15</sup> Allowed as an accessory use only.  |
| Parking, commercial—<br>applicable if principal<br>use                               |      |                |                |                            |                     |                 |                 |    |   |
| Retail sales and service   |      | p <sup>1</sup> | p <sup>1</sup> | P                          | P <sub>20</sub>     | p <sup>20</sup> | p <sup>20</sup> |    | <sup>1</sup> Permitted only when meeting the requirements of EMC 19.05.045..<br><sup>20</sup> Permitted as an accessory use for those products produced on premises and related products. |
| Storage, commercial—<br>enclosed in building<br>(e.g., mini-storage)                 |      |                |                | A <sup>21, 24</sup>        | p <sup>21, 24</sup> | p <sup>24</sup> |                 |    | <sup>21</sup> TOD or pedestrian streets:<br>prohibited use on the ground floor.<br><sup>24</sup> Minimum floor area ratio: 2.0  |
| Storage, commercial—<br>not enclosed in building<br>(e.g., boat or RV<br>storage)    |      |                |                |                            |                     |                 |                 |    |   |
| Veterinary clinic or<br>animal day care—<br>limited to small animal                  |      | p <sup>1</sup> | p <sup>1</sup> | P                          | P                   |                 |                 |    | Outside runs or other outside facilities for animals are not permitted. Buildings shall be constructed so noise from this use is not audible on residentially zoned lots.                 |
| Veterinary clinic or<br>commercial kennels—<br>large animal or<br>commercial kennels |      |                |                |                            | p <sup>4</sup>      | P               |                 | A  | Buildings and outside runs shall be placed and constructed so noise from this use is not audible on residentially zoned lots.<br><sup>4</sup> Prohibited in mixed-use centers.            |

<sup>1</sup> Permitted only when meeting the requirements of EMC 19.05.045.

<sup>2</sup> See Industrial Uses. Alcohol production is allowed as a primary use without the requirement to include a restaurant, retail, or tasting room.

<sup>3</sup> Drive through facilities restricted in mixed-use centers. See EMC 19.13.095 for automobile drive through facility requirements.

<sup>4</sup> Prohibited in mixed-use centers.

<sup>5</sup> Reserved.

<sup>6</sup> Reserved.

<sup>7</sup> Reserved.

<sup>8</sup> In the HI zone, light vehicle servicing is permitted only in multiple-tenant building or development.

<sup>9</sup> Permitted only when completely contained within an enclosed building.

<sup>10</sup> Impound, storage and tow yards shall comply with landscaping and screening requirements of Chapter 19.39 EMC.

<sup>11</sup> See EMC 19.13.170 for Mini-casino regulations, including Map 13-1 indicating where Mini-Casinos are prohibited.

<sup>12</sup> In Metro Everett on TOD or pedestrian streets: Private clubs are a prohibited use on the ground floor.

<sup>13</sup> Taverns, nightclubs and restaurants with live entertainment prohibited.

<sup>14</sup> Taverns, nightclubs and restaurants with live, amplified entertainment shall be set back a minimum of one hundred feet from any residential zone.

<sup>15</sup> Allowed as an accessory use only.

<sup>16</sup> Reserved.

<sup>17</sup> In Metro Everett on TOD or pedestrian streets: Clinics are a prohibited use on the ground floor; provided, however, that the following are not considered clinics for the purpose of this restriction: birthing centers, dentists, psychiatrists, chiropractors, physical therapists, optometrists or ophthalmologists.

(a) Government public health agency uses providing clinical services shall be deemed to be a permitted use on the ground floor within ~~the MU or LI1/LI2 zone~~ mixed use or industrial zones.

(b) Health events on a property within ~~the MU or LI1/LI2 zone~~ mixed use or industrial zones providing clinical health services to the general public, not exceeding three days in duration and occurring not more than once every ninety days, shall be exempt from the prohibition of clinics on the ground floor.

<sup>18</sup> Reserved.

<sup>19</sup> Reserved.

<sup>20</sup> Permitted as an accessory use for those products produced on premises and related products.

<sup>21</sup> TOD or pedestrian streets: prohibited use on the ground floor.

<sup>22</sup> Reserved.

<sup>23</sup> Reserved.

<sup>24</sup> Minimum floor area ratio: 2.0.

**Section 7.** EMC 19.06.070 is hereby amended as follows, with strikeout text deleted and underlined text added.

#### **19.06.070, Minimum lot area—Averaging in land divisions.**

In any formal subdivision within the NR and NR-C zones and in short subdivisions the individual lots shall be considered legal lots if the average of the areas of all lots meets the minimum requirement for the district in which the land division is located, and further provided:

A. That no lot shall be less than four thousand square feet with a minimum of fifty feet of width and eighty feet of depth unless in the NR zone where the lot abuts and takes vehicular access from a public alley;

B. On lots with alley access, no individual lot therein shall have an area less than three thousand square feet, be less than thirty feet in width, or less than eighty feet in lot depth. On such lots, the minimum lot frontage requirement shall be not less than thirty feet, and the lot frontage requirements listed elsewhere in this chapter shall not apply;

C. That lot area averaging may not be used to create lots for duplexes or multiple-family dwellings with less lot area than otherwise required by this title for the zone in which the property is located;

D. Not more than a thirty-five percent increase over the required minimum lot area for any single lot shall be credited in computing average lot area;

E. ~~The small lot single family development standards of EMC 19.08.020 shall apply to single family dwellings on lots with less than five thousand square feet created using the lot area averaging process;~~

~~F.~~ Critical areas and buffers may not be used as credit for lots utilizing lot size averaging.

**Section 8.** EMC 19.08.010 is hereby amended as follows, with ~~strikeout~~ text deleted and underlined text added.

**19.08.010 Intent, applicability, and overview.**

~~This chapter addresses:~~

~~A. Development standards for:~~

~~1. Development in the Neighborhood Residential or Neighborhood Residential-Constrained zones, and~~

~~2. In other zones, development of detached one- and two-unit dwellings and any number of townhouses up to three stories in height, along with their accessory structures.~~

~~B. This Chapter provides standards to ensure that new development accomplishes the following:~~

~~1. Makes a positive contribution to the development pattern of the area;~~

~~2. New or altered structures are compatible with the design and use of existing structures on neighboring properties;~~

~~3. Does not impact in a substantial negative manner the habitability of neighboring properties;~~

~~4. Design sites to have both an external orientation to the streetscape and an internal orientation to the residential environment with unifying open space and pedestrian pathways; and~~

~~5. Design emphasis should be given to the pedestrian, rather than the auto environment, through placement of parking in a less prominent location~~

A. Purpose. This Chapter provides standards to ensure that new development accomplishes the following:

1. Makes a positive contribution to the development pattern of the area;

2. New or altered structures are compatible with the design and use of existing structures on neighboring properties;

3. Does not impact in a substantial negative manner the habitability of neighboring properties;

4. Design sites to have both an external orientation to the streetscape and an internal orientation to the residential environment with unifying open space and pedestrian pathways; and

5. Design emphasis should be given to the pedestrian, rather than the auto environment, through placement of parking in a less prominent location.

B. Applicability. The standards in this chapter apply to the following:

1. Development in the Neighborhood Residential or Neighborhood Residential-Constrained zones, and;

2. In other zones, development of detached one- and two-unit dwellings and any number of townhouses up to three stories in height, along with their accessory structures.

C. Exceptions. The following are excepted from the requirements of this chapter:

a. Minor exterior alterations, provided, however, the alteration shall meet the following:

i. The alterations to the exterior shall meet the applicable standards of this chapter;

ii. The alterations do not create a greater nonconformance unless otherwise allowed through modification of standards; and

iii. The alterations are not as a result in a change of use or occupancy (see subsection (B)(2)(c) of this section).

b. Interior alterations which do not change the exterior appearance of the building and/or site.

c. Change of use or occupancy which is either a minor exterior alteration or interior alterations; provided, however, that if the change in use or occupancy creates additional off-street parking, the development shall meet the parking requirements of this title, Chapter 19.34 EMC (Parking) and, as required, Chapter 19.35 EMC (Landscaping) and Chapter 19.33 EMC (Streets, Sidewalks and Pedestrian Circulation).

**Section 9.** EMC 19.08.020 is hereby amended as follows, with strikeout text deleted and underlined text added.

#### **19.08.020 Neighborhood Residential General Standards.**

A. Standards shall be applied to irregularly-shaped lots in compliance with EMC 19.06.050

B. Front porch or entrance types are provided in EMC 19.08.050. These are not included in the calculation of maximum lot coverage by building, and are allowed to encroach into required front and side street setbacks by up to five feet, provided minimum clearance is maintained. For other encroachments, see EMC 19.06.030.

C. Where flat roofs are provided, a decorative parapet is required to conceal all roof areas/equipment from view of a public street or space. The parapet shall match the materials and finishes used on the building walls.

D. See Chapter 19.35 EMC for landscaping and street tree requirements.

**Section 10.** EMC 19.08.030 is hereby amended as follows, with strikeout text deleted and underlined text added.

#### **19.08.030 Neighborhood Residential Site Design**

A. New dwelling units that include any façade within thirty feet of a public street right-of-way must face the street, which means including a street-facing dwelling unit façade that includes one of the front porch or entrance types in EMC 19.08.050 facing the public street for each individual dwelling or shared building entry.

B. Building separation (clear space between buildings): per building code or as necessary for path.

C. Shared yards and private yards. New dwelling units permitted under this Chapter must have direct access to either a private yard or a shared yard. Direct access means available at all times for use by a resident of the associated dwelling unit and accessible by continuous pedestrian path without crossing a public right-of-way. Direct access may include passing a gate.

1. Private yard. A private yard is required for dwelling units without direct access to a shared yard.

a. Required private yards must have direct access from the associated dwelling unit.

b. A private yard shall be a minimum of eight feet in any direction, no less than eighty square feet in area

c. Required private yards may be located in a required landscaping area, required setback area, or on top of a roof.

d. Private yards shall not include driveways, pathways, parking areas, buildings, or critical areas or their buffers.

2. Shared yard. A shared yard is required for dwelling units without direct access to a private yard.

a. Required shared yards must have direct access from the associated dwelling unit.

b. For shared yards with up to five associated dwelling units, the required shared yard must be a minimum of fifteen feet in any direction, no less than 300 square feet in area.

c. For shared yards with six or more associated dwelling units, the required shared yard(s) must be a minimum of twenty feet in any direction, no less than 10% of the lot in area.

c. Required shared yards may be located in a required landscaping area or required setback area.

d. Shared yards shall not include driveways, pathways, parking areas, buildings, or critical areas or their buffers.

**Section 11.** EMC 19.08.040 is hereby amended as follows, with ~~strikeout~~ text deleted and underlined text added.

#### **19.08.040 Neighborhood Residential Building design standards**

A. Applicability. The design standards in this section apply to ~~front façades, side street façades, side interior façades, and rear façades~~ new dwelling units that include any façade within thirty feet of a public street right-of-way. ~~Fire walls, visible party walls, and side interior façades less than 5 feet from a shared lot line are exempt.~~

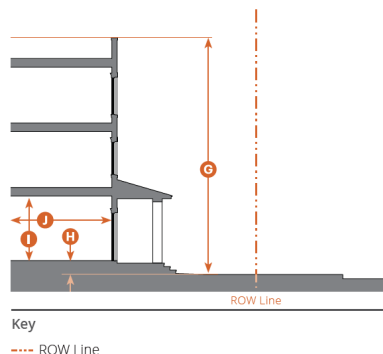
B. Facades, Ground Floor, Roofs, Exterior Stairs, and Transparency.

1. Facades.

a. New dwelling units permitted under this chapter must include a front porch or entrance pursuant to EMC 19.08.050; different dwelling units on a lot may have different front porch or entrances.

2. Ground Floor

**Figure 8-1: Building Form**



a. Ground floor finish level {H}: 6" minimum, except shared entries may be set at grade in compliance with local and federal accessibility standards.

b. Ground floor ceiling height {I}: 9' minimum.

c. Ground floor depth {J}: 12' minimum distance from the street-facing façade to the rear interior wall of the ground-floor habitable space in compliance with this Chapter.

### ~~2~~ 3. Roofs.

~~b~~ a. Roofs, excepting rooftop decks or flat roofs, must incorporate at least one of the following architectural elements in roof forms: vertical or horizontal changes in rooflines; varied roof forms; dormers; deep roof overhangs (more than twenty-four inches); rafter tails, brackets, corbels, or other decorative supports; and/or prominent cornice, soffit, or fascia details.

~~3~~ 4. Exterior Stairs. Fire escapes and exterior stairs providing access to an upper floor are not allowed on any facade that faces a street unless another building is between the façade and the public street.

~~4~~ 5. Transparency. At least fifteen percent of the area of each street-facing facade must be windows or main entrance doors. Windows used to meet this standard must allow views from the building to the street. Glass block does not meet this standard. Windows in garage doors do not count toward meeting this standard.

## C. Exterior Materials

### 1. Durability

a. Exterior timber shall be protected from decay by at least one of the following:

(1) Staining and sealing;

(2) Painting; and/or

(3) Material properties. Pressure treated lumber is not allowed as a façade finish material. The following types of unpainted wood are allowed:

(A) Teak or Iroko

(B) Cedar

(C) Redwood

(D) White Oak or Garry Oak

(E) Ipe/Brazilian Walnut

(F) Bald Cypress

(G) Black Locust



b. Exterior ~~ferrous~~ metals shall be protected from corrosion and leaching by at least one of the following:

- (1) Painting or other impermeable coating; and/or
- (2) Metallurgical properties.

## 2. Materials Defining Building Elements

a. Bays. Changes in wall finish material shall occur at the boundaries between bays rather than within a bay.

b. Parapet.

- (1) Parapets shall terminate in a parapet cap of stone, brick, concrete, tile, metal, or molded stucco.

c. Materials Allowed for Building Details/Ornament

- (1) Wood
- (2) Metal (steel, copper, aluminum, tin)
- (3) Glass fiber reinforced concrete (GFRC)/fiberglass
- (4) Terra-cotta
- (5) Tile
- (6) Plaster

### ~~D. Landscaping/Screening.~~

~~1. See Chapter 19.35 EMC for landscaping and street tree requirements.~~

~~2. Screening of waste containers from view of neighboring properties is required.~~

**Section 12.** EMC 19.08.050 is hereby amended as follows, with strikeout text deleted and underlined text added.

### **19.08.050 Front porch and entrance requirements.**

A. Purpose. This section provides the standards for residential front porches and entrances. Residential front porches and entrances are the components of a building that provide the transition and interface between the building and the sidewalk or path leading to the sidewalk.

B. General Standards.

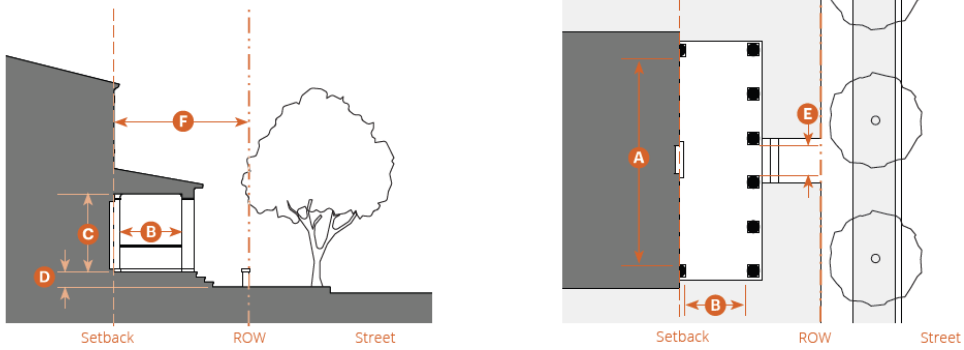
1. The names of the front porches and entrances indicate their particular configuration or function and are not intended to limit uses within the associated building.

~~2. The ground floor, for a minimum depth as identified in 19.08.040(B)(1), is required to be habitable/occupiable space in compliance with this Chapter. Accessibility is provided through the front porch or entrances.~~

### C. Porch Projecting.

1. **Description.** The main façade of the building is set back from the front or side street lot line with a covered structure (the porch) encroaching into the front setback. The resulting setback area may be defined by a fence or hedge to spatially maintain the edge of the street. The Porch may be one or two stories, is open on three sides, with all habitable space located behind the building setback line.

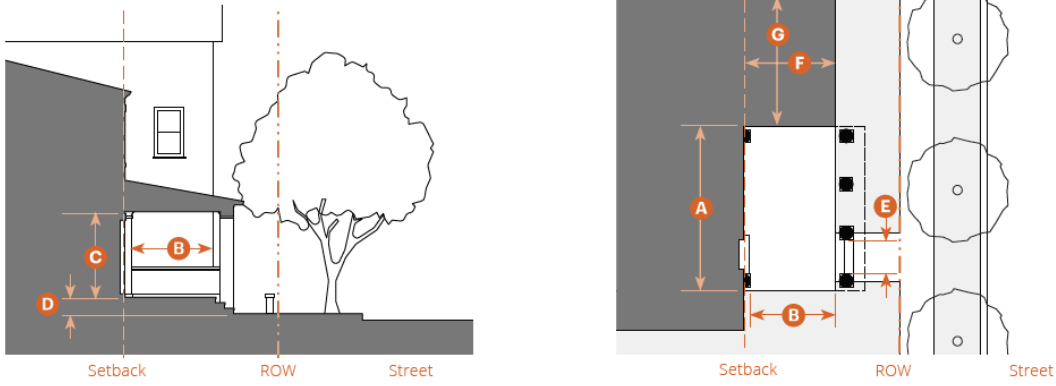
**Table 8-1: Porch Projecting**

|   |                           |
|---|---------------------------|
|  <p>Key<br/> <span style="color: red;">---</span> ROW/ Design Site Line    <span style="color: red;">---</span> Setback Line</p>  |                           |
| Size  |                           |
| Width, Clear  | 8' min. {A}               |
| Depth, Clear  | 6' min. {B}               |
| Height, Clear   | 8' min. {C}               |
| Stories   | 2 stories max.            |
| Finish Level above grade  | 12" min. <sup>1</sup> {D} |
| Pedestrian Access   | 3' wide min. {E}          |
| Notes:<br><sup>1</sup> Shared entries may be set at grade per local and federal accessibility standards.<br>Porch shall be open on three sides. Clear glass may be installed between the porch columns.<br><del>The porch is not required to be covered.</del><br>The Porch is allowed to encroach into the front and side street setbacks in compliance with this Chapter.<br>Ramps are required to be integrated along the side of the building to connect with the Projecting Porch. |                           |

### D. Porch, Engaged

Engaged Porch may project into the front or street side setback. The resulting setback may be defined by a fence or hedge to spatially maintain the edge of the street. The Engaged Porch may be one or two stories and has two adjacent sides that are engaged to the building, while the other two sides are open.

**Table 8-2: Porch Engaged**

|   |   |
|---|---|
|  <p>Setback      ROW      Street</p> <p>Setback      ROW      Street</p> <p>Key<br/> <span style="color: red;">---</span> ROW/ Design Site Line      <span style="color: red;">---</span> Setback Line</p>  |   |
| <b>Size</b>   |   |
| Width, Clear  | 8' min. {A}                             |
| Depth, Clear  | 6' min. {B}                             |
| Height, Clear   | 8' min. {C}                             |
| Stories   | 2 stories max.                          |
| Finish Level above Grade  | 12" min. <sup>1</sup> {D}               |
| Pedestrian Access   | 3' wide min. {E}                        |
| Encroachment Area of Building Façade  |   |
| Depth   | 6' max. {F}                             |
| Width   | 1/3 min. of overall building façade {G} |
| <b>Notes:</b><br><sup>1</sup> Shared entries may be set at grade per local and federal accessibility standards.<br>Porch shall be open on two sides. Clear glass may be installed between the porch columns.<br>The Porch is allowed to encroach into the front and side street setbacks<br>Ramps are required to be integrated along the side of the building to connect with the Engaged Porch. |   |


**6-E. Dooryard.** The main façade of the building is set back from the front or side street lot line, which is defined by a low wall or hedge, creating a small private area between the sidewalk and the façade. Each Dooryard is separated from adjacent Dooryards. The Dooryard may be raised or at grade.

**Table 8-3: Dooryard**

|  |                           |
|--|---------------------------|
| <p>Key<br/>       --- ROW/ Design Site Line    --- Setback Line</p>  |                           |
| <b>Size</b>  |                           |
| Depth, Clear   | 6' min. {A}               |
| Length   | 8' min. {B}               |
| Distance between Glazing   | 4' max. {C}               |
| Pedestrian Access  | 3' wide min. {E}          |
| Finish Level above grade   | 24" max. <sup>1</sup> {F} |
| Height of Dooryard Fence/Wall above Finish Level   | 36" max. {G}              |
| <b>Notes:</b><br><sup>1</sup> Shared entries may be set at grade per local and federal accessibility standards.<br>Each Dooryard shall provide access to only one ground floor entry.<br>The Dooryard is allowed to encroach into the front and side street setbacks<br>Ramps are required to be integrated along the side of the building to connect with the Dooryard. |                           |

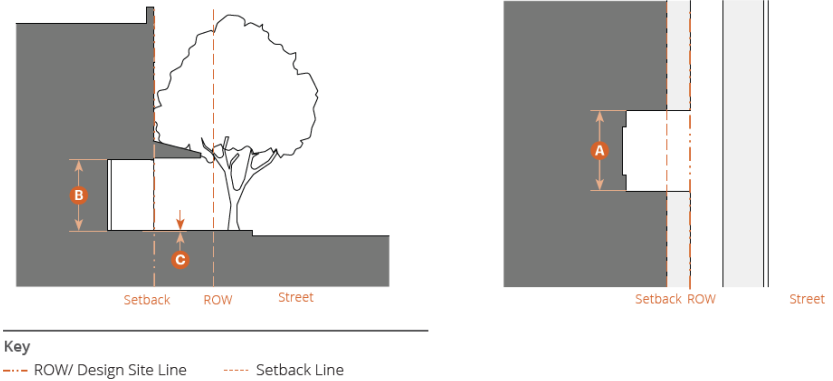
Ø- F. Stoop. The main façade of the building is near the front or side street lot line with steps to an elevated entry. The Stoop is elevated above the sidewalk to provide privacy along the sidewalk-facing rooms. Stairs or ramps from the Stoop may lead directly to the sidewalk or may be parallel to the sidewalk.

**Table 8-4: Stoop**

|  |                      |
|--|----------------------|
|  <p>Key<br/>       --- ROW/ Design Site Line      ..... Setback Line</p>   |                      |
| <b>Size</b>  |                      |
| Width, Clear   | 4' min. {A}          |
| Depth, Clear   | 3' min. {B}          |
| Height, Clear  | 8' min. {C}          |
| Stories  | 1 story max. {C}     |
| Finish Level above grade or sidewalk   | 12" min. {D}         |
| Distance between façade and Lot Line   | Required setback {E} |
| <b>Notes:</b><br>Stairs may be perpendicular or parallel to the building façade.<br>Entry doors shall be covered or recessed to provide shelter from the elements.<br>Doors shall face the street.<br>The Stoop is allowed to encroach into the front and side street setbacks.<br>Ramps are required to be integrated along the side of the building to connect with the Stoop. |                      |

**E. G. Common Entry.** The main façade of the building is near or set back from the front or side street lot line, with a covered entry within the main façade, providing a transition between the sidewalk and the interior. The entryway leads to a lobby or foyer that provides interior access to units.

**Table 8-5: Common Entry**

|  |                                    |
|--|------------------------------------|
|  <p>Key<br/>       --- ROW/ Design Site Line    --- Setback Line</p>   |                                    |
| <b>Size</b>  |                                    |
| Width, Clear   | 6' min. {A}                        |
| Height to Canopy/Ceiling, Clear  | 2.5 x Clear Width max.; min 9' {B} |
| Finish Level above grade   | 0" min.; 36" max. {C}              |
| <b>Notes:</b><br>Entry doors shall be covered and/or recessed to provide shelter from the elements.<br>Gates are not allowed.<br>Entry doors shall face the street.<br>Canopy, where provided, shall be at least as wide as the opening. |                                    |

**Section 13.** EMC 19.08.060 is hereby amended as follows, with ~~strikeout~~ text deleted and underlined text added.

#### **19.08.060 Attached garage requirements**

**A. Applicability.** The design standards in this section apply to new dwelling units that include any façade within thirty feet of a public street right-of-way.

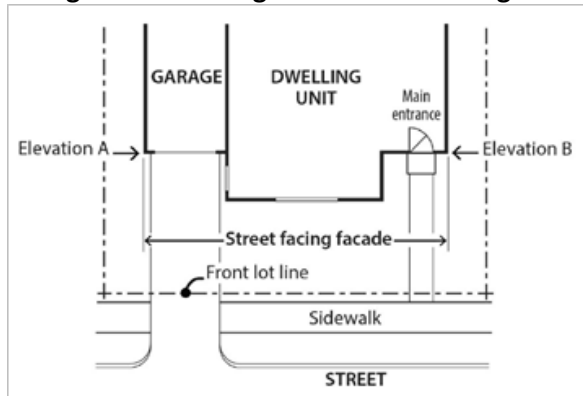
**A B. Attached Garage Setbacks and ~~Lengths~~ Widths.** The purpose of these standards is to encourage residential character and lessen the visual prominence of garages along public street frontages where applicable.

1. See Chapter 19.34 EMC for access and driveway requirements, including the requirement to obtain access from an alley if available.
2. Except along alleys, all garage wall facades facing the street shall be set back a minimum of five feet behind the ~~front~~ street-facing wall of the primary building mass.
3. The ~~length~~ width of the garage wall facade facing a public street may be up to fifty percent of the ~~length~~ width of the street-facing ~~dwelling unit~~ facade, except that a garage wall facade set back a minimum of twenty feet behind the ~~front~~ street-facing

facade of the dwelling unit is allowed a two-car-wide garage facade of up to twenty feet wide. (See Figure 8-2 below.)

4. Where the public street-facing facade of the dwelling unit is less than twenty-two feet in length, an attached garage is prohibited as part of that facade.
5. Semi-subterranean garages are allowed to project above the adjacent finished grade by up to 4 feet.

**Figure 8-2: Garage Setbacks and Lengths**



**Section 14.** EMC 19.08.110 is hereby amended as follows, with ~~strikeout~~ text deleted and underlined text added.

**19.08.110 Residential accessory buildings.**

The following requirements apply to all buildings which are accessory to residential uses ~~in the NR or NR-C zones:~~

A. Accessory buildings or uses may not be established until the principal dwelling or dwellings are constructed on the lot.

B. Use of Accessory Buildings.

1. Detached accessory buildings are limited to accessory uses.
2. The following spaces are allowed within a detached accessory building: bathrooms, hobby rooms, home occupations, home offices, recreation rooms, or laundry rooms. The following rooms are not allowed in accessory buildings: bedrooms, or kitchens.

C. General Standards. The following table is a summary of the standards required for residential accessory buildings:

**Table 8-6: Residential Accessory Building Standards**

| Subject          | Standard   |
|------------------|--|
| 1) Maximum Size: | a) The footprint shall not exceed the lesser of 1) 15% of the total lot area; 2) 3,000 square feet; or 3) the dwelling's building footprint. |



| Subject                             | Standard  |
|-------------------------------------|---|
|                                     | <p>I. Exceptions for Attached Garage. An attached garage constructed as an integral part of the dwelling is not included in this limitation. "Integral" means that at least two sides, or a side and ceiling, of the garage abuts habitable space of the dwelling.</p> <p>II. Porches. Any porch, including any covered decks or patios which are an integral part of the porch are not considered an accessory building and subject to these provisions. See Chapter 19.06 EMC for lot coverage requirements and EMC 19.08.050 for front porch and entrance requirements.</p> <p>III. Exceptions for Other Structures. Up to 200 square feet of the following accessory buildings or structures are not included in the size calculations above: child's playhouse or treehouse, play structure, gazebo, doghouses, patio or garden trellis. This exception does not include sheds or other storage buildings.</p> <p>b) A detached accessory building(s) shall be compatible with the dwelling including roof pitch and building materials.</p> <p>c) If the city finds that the impacts of accessory buildings which are larger than 1,000 square feet will create noise, vibrations or impact privacy to adjoining properties in excess of what a smaller accessory building would create, the city shall have the authority to impose greater setback requirements, landscape buffers, or other requirements as necessary to mitigate the impacts.</p> <p><del>d) If the principal use is a housing type with maximum floor to area ratios (FAR), please see FAR limits that may affect the size of residential accessory buildings.</del></p> |
| 2) Setbacks, Front and Side Street: | <p><del>a) Any accessory residential structure located within the rear setback area required for a principal dwelling shall have a minimum separation from the principal dwelling of 10 feet, not including eaves or other building appurtenances.</del></p> <p><del>b) See Chapter 19.06 EMC.</del></p>  |
| 3) Maximum Height:                  | See Chapter 19.22 EMC.  |
| 4) Design Standards:                | <p>a) Metal siding or corrugated metal roofing material shall be prohibited on all accessory buildings with a gross floor area larger than two hundred square feet, unless materials similar in appearance are used in the majority of the principal building or if approved by the planning director.</p> <p>b) The planning director, using the review process described in EMC Title 15, Local Project Review Procedures, may allow accessory buildings with metal siding or corrugated metal roofing.</p>   |
| 5) Temporary Covers:                | <p>Structures that are covered or partially covered with tarps, fabric, metal, plastic or any other similar type of materials shall:</p> <p>a) Be prohibited between any portion of the principal building and abutting streets. This prohibition shall apply to any area of the lot that is located between the street and a line that is parallel to the street and extended from any facade of the principal</p>   |

| Subject                | Standard  |
|------------------------|---|
|                        | building that faces the street to the side lot line(s), or to the rear lot line on the street side of a corner lot; and<br><br>b) Be immediately removed or repaired in the event of disrepair or in the event of damage caused by weather, fire, collision, accident or other forms of damage. |
| 6) Shipping Containers | Shipping containers or other similar storage units do not qualify as accessory buildings under this section and shall be prohibited in residential zones.   |

**Section 15.** EMC 19.09.010 is hereby amended as follows, with ~~strikeout text~~ deleted and underlined text added.

**19.09.010 Purpose and applicability.**

A. Purpose. The purpose of the requirements contained in this chapter is to:

1. Promote a broad range of housing and commercial opportunities in the city.
2. Encourage building design that combines appropriate, compatible architectural scale with streetscape design and pedestrian amenities;
3. Protect less intensive zones and uses from impacts that could result from excessive mass and vertical scale of larger buildings. This objective can be accomplished by applying the standards in this chapter in conjunction with the building placement and height regulations in Chapters 19.06 and 19.22 EMC; and
4. Recognize that a flexible design approach providing a menu of options will result in buildings that are attractive, durable, and contribute to Everett's vitality as a community.

B. Applicability.

1. The standards in this chapter apply to residential development within the UR4, UR7, MU4, MU7, MU15, MU25, and LI-MU zones.
2. Exceptions. The following are excepted from the requirements of this chapter:
  - a. For development standards for detached one- and two-unit dwellings and any number of townhouses up to three stories in height, along with their accessory structures, refer instead to Chapter 19.08 EMC.
  - b. Minor exterior alterations, provided, however, the alteration shall meet the following:
    - i. The alterations to the exterior shall meet the applicable standards of this chapter;
    - ii. The alterations do not create a greater nonconformance unless otherwise allowed through modification of standards; and

iii. The alterations are not as a result in a change of use or occupancy (see subsection (B)(2)(c) of this section).

c. Interior alterations which do not change the exterior appearance of the building and/or site.

d. Change of use or occupancy which is either a minor exterior alteration or interior alterations; provided, however, that if the change in use or occupancy creates additional off-street parking or uses outdoor areas to conduct business or store materials, the development shall provide the following:

i. The development shall meet the parking requirements of this title, Chapter 19.34 EMC (Parking, Loading and Access Requirements) and, as required, Chapter 19.35 EMC (Landscaping) and Chapter 19.33 EMC (Streets, Sidewalks and Pedestrian Circulation); and

ii. Any building alteration includes weather protection as required by this chapter.

~~2.~~ 3. Conflicts. In the event of a conflict between these requirements and the standards of other sections of the Unified Development Code, these requirements shall control; provided, however, the requirements established as part of the creation of any historic overlay zone shall take precedence over any conflicting requirements in this chapter.

~~3-4.~~ Mixed Developments. For mixed developments refer to the following sections as applicable, provided that the Planning Director is authorized to interpret applicability to provide for reasonable accommodation of mixed-use and commercial development encouraged by the comprehensive plan:

a. For development standards for detached one- and two-unit dwellings and any number of townhouses up to three stories in height, along with their accessory structures, refer to Chapter 19.08 EMC; and

b. For development standards for residential development other than detached one- and two-family dwellings and townhouses up to three stories in height, along with their accessory structures, refer to this Chapter 19.09 EMC; and

c. For development standards for nonresidential development, refer to EMC 19.09.200 through EMC 19.09.260

~~4-5.~~ Future Phases. When residential development is proposed to be added as a later phase to an existing development which does not meet the requirements contained herein, the requirements contained herein shall apply, but may be modified by the planning director as needed to provide for continuity between the existing and proposed phases of development.

5. UR4, UR7, MU4, MU7, MU15, MU25, and LI-MU Zones. See EMC 19.09.200 through 19.09.260 for applicable development standards.

C. LI~~2~~ and HI Zones. See EMC 19.09.300 and 19.09.310 for applicable development standards.

D. The standards in this chapter apply primarily to building design. Refer to the following chapters in this title for additional regulations applicable to new development:

1. Chapter 19.06 EMC, Lots, Setbacks and Residential Densities.
2. Chapter 19.22 EMC, Building and Structure Heights.
3. Chapter 19.33 EMC, Streets, Sidewalks and Pedestrian Circulation.
4. Chapter 19.34 EMC, Parking, Loading and Access Requirements.
5. Chapter 19.35 EMC, Landscaping.
6. Chapter 19.36 EMC, Signs.

**Section 16.** EMC 19.09.050 is hereby amended as follows, with ~~strikeout~~ text deleted and underlined text added.

**19.09.050 Required amenity space, including outdoor and common areas.**

A. Purpose and Intent. The required outdoor and common area standards for residential development ensure opportunities for healthy outdoor relaxation, recreation, community gathering, and social interaction. The standards ensure that some of the land not covered by buildings is of adequate size, shape, and location to be usable for outdoor recreation or relaxation. Both indoor and outdoor areas are important for the livability of a residential property.

B. Outdoor and Common Area Requirements.

1. Definitions or terms used in this section:

- a. "Outdoor area" may be provided as private open space, such as a patio or balcony, or may be provided as common open space, such as outdoor courtyards and outdoor play area.
- b. "Common area" may include outdoor common open space, or indoor common open space such as recreational facilities, indoor community rooms, or other community gathering places.
- c. "Common open space" has the same meaning as set forth in EMC 19.04.030: "private open space provided within a development which is provided for, and which is permanently accessible to, all residents/tenants of the development."
- d. "Open space" has the same meaning as set forth in EMC 19.04.030: "land area not covered by buildings, roads, driveway and parking areas, or outdoor storage areas, including, but not limited to, landscape areas, gardens, woodlands, walkways, courtyards or lawns, and outdoor recreation areas."

Except as otherwise provided by this title, open space includes setback areas that meet the requirements defined in this title.”

e. “Private open space” has the same meaning as set forth in EMC 19.04.030: “a small parcel of land or outside area (deck, lanai, patio) immediately adjacent to an individual dwelling unit maintained by and for its residents and reserved exclusively for their use.”

f. “Amenity space” includes private open space, in addition to outdoor open space or indoor common area.

2. Amenity Space is required in the amounts stated below, based on unit size:

**Table 9-1: Amenity Space Area Requirements**

| Unit Size                           | Area Required:           |
|-------------------------------------|--------------------------|
| Studio, 1-bedroom, or sleeping unit | 75 square feet per unit  |
| 2+ bedrooms                         | 100 square feet per unit |

3. Required Common Area.

For residential development with fifty or more units, at least twenty-five percent of the required amenity space area in subsection (B)(2) of this section shall be common area as further set forth below:

a. At least fifty percent of the required common area must be outdoor open space. Outdoor open space may be passive or active, such as:

(1) Passive areas, such as outdoor courtyards, seating areas, tree groves, trails, or family picnic area with amenities such as landscaping, lighting, weather protection and other features that encourage use year-round;

(2) Active areas, such as tot-children’s play area, hard surface game court, or outdoor swimming pool.

b. Up to fifty percent of the required common area may be indoor common area, such as indoor recreation facilities or indoor community rooms.

c. Common areas shall be centrally located so as to be near a majority of the dwelling units and constructed so as to be accessible to residents and visible from dwellings on the site. Active areas shall be separated from Evergreen Way or any freeway, including interchanges, by building mass and distance.

4. Minimum Size Standards.

a. Private open space shall be a minimum of four feet in any direction, no less than thirty-two square feet in area.

b. Common open space shall include area a minimum of twenty feet in any direction, and total no less than four hundred square feet in area. Common open space must be located to provide convenient and accessible access from the residential units.

5. Top floors and/or roof top decks may be used for up to one hundred percent of required outdoor area provided:

a. Amenities such as seating areas, landscaping, lighting, weather protection and other features that encourage use year-round, as approved by the planning director, are incorporated.

b. The space must have hard durable surfacing for all trafficked areas.

6. Off-street parking and loading areas shall not be considered as outdoor or common areas, nor as other amenity space as required by this section.

7. Expansion of Residential Development. Where an increase in the number of dwelling units for a residential development is proposed, ~~common area~~ amenity space shall be provided in accordance with the requirements of this chapter, minus the amount of ~~common area~~ amenity space by which the previous residential development was deficient.

8. When setback areas can be included in calculations:

a. Private open space located at ground level may extend into the required setback areas, subject to minimum size standards in subsection (B)(4) of this section, but when located within a required street setback, the outdoor area must either be at least two feet above the grade of the closest adjoining sidewalk or separated from the street lot line by a minimum three-foot setback landscaped to create privacy.

**Figure 9-7: Example of Private Open Space in Front Setback**



b. Common open space may include:

(1) Interior side setback areas which are contiguous with other on-site common open space areas;

(2) Rear setback areas which are contiguous with other on-site common open space areas and which are not part of a street side setback area on corner lots.

9. Plans for amenity space, including outdoor and common areas, shall be submitted for review and approval of the planning director prior to issuance of building permits.

10. A payment in lieu of providing the common or private open space may be approved by the planning director.

a. The fee may be in lieu of up to fifty percent of the required on-site common or private open space; provided, that the fee may be in lieu of up to one hundred percent of the required on-site common or private open space where the subject property is within a half mile of an existing or planned public park or trail consistent with the Everett parks, recreation, and open space plan in effect at the time of application.

b. The fee per square foot of common or private open space not provided shall be equal to the average capital cost per square foot of neighborhood parks as identified in the capital facilities element of the comprehensive plan.

c. The payment shall be held in a reserve account by the city and may only be expended to fund a capital improvement for parks and recreation facility identified in the Everett parks, recreation, and open space plan in effect at the time of application.

d. The payment shall be expended in all cases within five years of collection; provided, that any payment not so expended shall be refunded with interest to be calculated from the original date the deposit was received by the city and at the same rate applied to tax refunds pursuant to RCW 84.69.100; however, if the payment is not expended within five years due to delay attributable to the developer, the payment shall be refunded without interest.

**Table 9-2: Multifamily Amenity Space Calculation (Example)**

| Large Project (50+ Units)           |            |                         |                         |
|-------------------------------------|------------|-------------------------|-------------------------|
| Unit Size                           | # of Units | Area per Unit (sq. ft.) | Area Required (sq. ft.) |
| Studio                              | 15         | 75                      | 1,125                   |
| 1-bed                               | 15         | 75                      | 1,125                   |
| 2-bed                               | 10         | 100                     | 1,000                   |
| 3+ beds                             | 10         | 100                     | 1,000                   |
| TOTALS                              | 50         |                         | 4,250                   |
| Common Area Required (25% of total) |            |                         | 1,063                   |
| Outdoor Area (at least 50%)         |            |                         | 531                     |
| Indoor Area (up to 50%)             |            |                         | 531                     |

|   |            |                         |                         |
|---|------------|-------------------------|-------------------------|
| Remaining amenity space to provide (Private or Common Open Space) |            |                         | 3,188                   |
| Small Project (<50 Units)   |            |                         |                         |
| Unit Size   | # of Units | Area per Unit (sq. ft.) | Area Required (sq. ft.) |
| Studio  | 10         | 75                      | 750                     |
| 1-bed   | 15         | 75                      | 1,125                   |
| 2-bed   | 10         | 100                     | 1,000                   |
| 3+ beds   | 10         | 100                     | 1,000                   |
| TOTALS  | 45         |                         | 3,875                   |
| Common Area Required (25% of total)                               |            |                         | 0                       |
| Outdoor Area (at least 50%)                                       |            |                         | 0                       |
| Indoor Area (up to 50%)   |            |                         | 0                       |
| Remaining Amenity Space to Provide (Private or Common Open Space) |            |                         | 3,875                   |

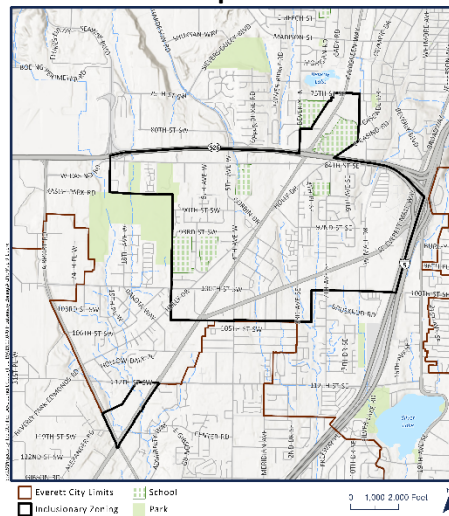
**Section 17.** EMC 19.09.070 which reads as follows

#### **19.09.070 Inclusionary zoning**

A. Purpose. The purpose of this section is to address the need for affordable housing and to provide opportunities for low-income households to live near transit and employment.

B. Applicability. Inclusionary housing requirements shall apply to new residential development under this chapter within the area indicated in Map 9-1.

**Map 9-1**



C. Exemptions and reductions.



1. Inclusionary zoning requirements under this section are waived for:

- a. Projects resulting in fewer than six dwelling units.
- b. Projects subject to a development agreement.

2. Inclusionary zoning requirements under this section, including the alternative compliance fee in lieu, shall be reduced by half for projects resulting in at least six but no more than fifteen dwelling units.

D. Requirements.

- 1. At least twenty percent of the dwelling units must be affordable to households whose income is at or below eighty percent of the median household income for Snohomish County, adjusted for household size;
- 2. Of the affordable dwelling units required under subsection (D)(1), at least one half must be affordable to households whose income is at or below sixty percent of the median household income for Snohomish County, adjusted for household size;
- 3. Dwelling units intended exclusively for owner occupancy: twenty percent of the units affordable to households whose income is at or below eighty percent of the median household income for Snohomish County, adjusted for household size;
- 4. Affordable housing units that are provided under this section shall remain as affordable housing for a minimum of 50 years, as provided in a recorded covenant running with the land. The covenant shall be approved by the Planning Director and filed for recording with the county auditor prior to the issuance of a certificate of occupancy for any applicable structure.

E. Review process. Prior to the issuance of any permit(s), the department shall review and approve the location and unit mix of the affordable housing units consistent with the following standards:

- 1. The location of the affordable housing units shall be intermingled with all other dwelling units within the development, with no more than three affordable units next to each other.
- 2. The tenure (ownership or rental) of the affordable housing units shall be the same as the tenure for the rest of the housing units in the development.
- 3. The bedroom mix of affordable housing units in any project shall be in the same ratio as the bedroom mix of the market rate units of the project;
- 4. The floor area of the affordable housing units shall not be less than 90 percent of the average gross floor area of the market rate units within the project with the same number of bedrooms; and

5. The exterior materials, interior materials, and design of the affordable housing units must be comparable with the other dwelling units in the development, with similarity in building finishes, rooflines, and landscaping.

6. Construction of the affordable housing units shall be concurrent with the construction of market-rate dwelling units

F. Alternative compliance. The Planning Director may approve a request for satisfying all or part of the affordable housing requirements with a fee in lieu equal to fifteen dollars per square foot of gross floor area subject to this section. A fee in lieu under this subsection may be deferred under subsection EMC 19.09.070(G).

G. Deferred fee in lieu. A fee in lieu under subsection EMC 19.09.070(F) may be deferred until six months after a certificate of occupancy is issued for a dwelling unit subject to this section.

1. An applicant seeking a deferral under this subsection (G) may be required to grant and record a deferred fee lien against the property in favor of the city in the amount of the deferred fee. The deferred fee lien, which must include the legal description, tax account number, and address of the property, must also be:

a. In a form approved by the city;

b. Signed by all owners of the property, with all signatures acknowledged as required for a deed, and recorded in Snohomish County;

c. Binding on all successors in title after the recordation; and

d. Junior and subordinate to one mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees.

2. Upon receipt of final payment of all deferred fees for a property, the county, city, or town must execute a release of deferred impact fee lien for the property. The property owner at the time of the release, at the property owner's expense, is responsible for recording the lien release.

3. The extinguishment of a deferred impact fee lien by the foreclosure of a lien having priority does not affect the obligation to pay the impact fees as a condition of final inspection, certificate of occupancy, or equivalent certification, or at the time of closing of the first sale.

H. Eligibility for multifamily tax exemption. Dwelling units satisfying the affordability requirements of this section may also satisfy the affordable housing requirements of Chapter 3.78 EMC.

is hereby repealed.

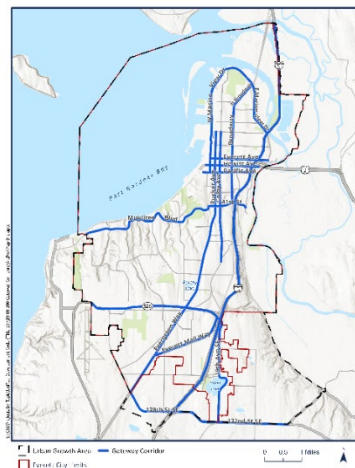
**Section 18.** EMC 19.09.300 is hereby amended as follows, with ~~strikeout~~ text deleted and underlined text added.

**19.09.300 Building design standards applicable to the LI and HI zones.**

A. Applicability. The following standards apply to development of properties located within the LI and HI zones. For properties located within the airport/~~port~~/navy compatibility overlay zone, see Chapter 19.17 EMC for additional use and development standards. For properties located within shoreline jurisdiction, see the city's shoreline master program for additional permitting requirements. The design standards in this section apply when any of the following criteria are met. These standards are applicable only to the facade or portion(s) of the building meeting any of the following criteria:

1. The proposed building(s) faces, abuts and is visible from a designated gateway corridor street and is located within four hundred feet of a gateway corridor street. See Map 9-1;
2. The proposed building(s) faces or abuts and is visible from a residentially zoned property; or
3. The proposed building(s) abuts a shoreline public access trail, or is visible from publicly accessible navigable waters (e.g., Port Gardner Bay, Snohomish River).

**Map 9-1: Gateway Corridors**



**B. Building Design.**

1. Building Materials. Prefabricated metal buildings and buildings with corrugated metal siding shall be prohibited. Exterior building materials shall be selected so as not to project or reflect natural or artificial lighting or glare into residential areas. Building exterior materials shall be factory finished, stained, integrally colored, or otherwise suitably treated. Materials may include:
  - a. Split face or fluted concrete masonry units (CMU).

- b. Factory glazed concrete masonry units (CMU).
- c. Face brick.
- d. Stone veneer.
- e. Insulated glazing and framing systems.
- f. Architectural pre-cast concrete.
- g. Painted or stained site-cast concrete.
- h. Architectural concrete.
- i. Factory finished, standing seam metal roofing (for application to pitched roof systems only).
- j. EIFS.
- k. Architectural metal. Do not use glossy metal.

2. Building Articulation Standards. Buildings with exterior walls greater than sixty feet in length in the LI zone and one hundred feet in length in the HI zone shall be required to provide architectural modulation, in accordance with the following standards:

- a. Vertical Articulation. Vertical articulation is required to distinguish the building's upper and lower levels of front and side street (corner) facades. Examples of vertical articulation include cornice lines, awnings or canopies, changes in materials or window patterns, recessed entries, reveals, or other architectural treatments.
- b. Horizontal Articulation. Horizontal articulation is required to visually break up the massing of the ground floor of the front and side street (corner) facades into segments no greater than sixty feet in width for the LI2 zone and one hundred feet in width for the HI zone. Examples of horizontal articulation include bays, mullions, columns, piers, pilasters, recessed entries, awnings, or other architectural treatments.
- c. The planning director may allow use of other methods to achieve the intent of the vertical/horizontal articulation standards. This includes use of landscaping which breaks up flat expanses of building walls, or a combination of techniques providing the desired effect.

3. Building Entrance and Window Design.

- a. Building Entrances. Primary building entrances should be easily identifiable and relate to human scale.

(1) Locate main entrances to be clearly identifiable from primary driveways and drop-offs. For example:

(A) Design building entrances to contrast with the surrounding wall plane.

(B) Consider tinted glass, painted doors, or recessed features that will create a shaded effect.

(C) Create a frame around doorways by changing materials from the primary facade material.

(2) All building entrances shall be well lit. Consider using building entranceways as a transition from the building to the ground. Incorporate walls, terraces, grading and plant materials to accomplish this transition.

b. Ground Floor Windows. A minimum of thirty percent of the portion of the facade abutting office and commercial uses that are contained within the industrial use shall be comprised of windows with clear, "vision" glass.

**Section 19.** EMC 19.13.250 is hereby amended as follows, with strikeout text deleted and underlined text added.

**19.13.250 Short-term rentals.**

Short-term rentals shall comply with the following provisions:

A. License Required. A city business license is required to operate a short-term rental. No more than two short-term rental sites may be operated by any individual, marital group, a group of people, or a corporate entity such as an LLC, within the city.

B. Location. A short-term rental use may be located in a dwelling unit ~~or an accessory dwelling unit. See EMC 19.08.100 for applicable accessory dwelling unit requirements, including owner occupancy if applicable.~~

C. Number of Guests. The total number of guests occupying a dwelling unit may not exceed eight on a site, including any site with an accessory dwelling unit.

D. Signs. No signs identifying the use as a short-term rental are permitted.

**Section 20.** EMC 19.22.020 is hereby amended as follows, with strikeout text deleted and underlined text added.

**19.22.020 Heights for principal and accessory buildings**

A. *Maximum Building Heights.*

1. *Principal Buildings.* Maximum building heights for principal buildings are set forth in in Table 22-1 below. Maximum building heights may be modified in certain areas using overlays on the zoning map. A building must meet the standards in Table 22-1 (maximum feet) and any zoning overlay standard.

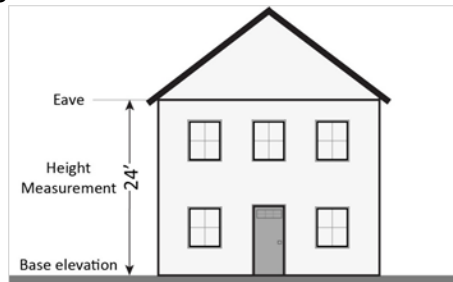
**Table 22-1: Maximum Building Heights**

| Height standard           | Zone |     |                  |     |     |     |      |      |       |      |             |     |
|---------------------------|------|-----|------------------|-----|-----|-----|------|------|-------|------|-------------|-----|
|                           | NRC  | NR  | UR4 <sup>1</sup> | UR7 | MU4 | MU7 | MU15 | MU25 | LI-MU | LI   | HI          | AG  |
| Intended Number of Floors | 3    | 3   | 4                | 7   | 4   | 7   | 15   | 25   | 7     | 10   | 10          | 3   |
| Maximum Feet              | 35'  | 35' | 45'              | 75' | 50' | 80' | 160' | 260' | 80'   | 100' | 100'<br>(2) | 35' |

<sup>1</sup> If located within an historic overlay, the maximum height is limited to three floors or thirty-eight feet in maximum height, with the maximum height to the eaves at the side lot line twenty-four feet. (see Figure 22-1).

<sup>2</sup> See EMC 19.22.070

**Figure 22-1: Where to Measure Eave Height**



2. *Detached Accessory Residential Buildings.* Maximum building heights for detached accessory residential buildings are set forth in Table 22-2 below.

**Table 22-2: Maximum Detached Accessory Residential Building Heights**

| Development Site | Zone  |                             |   |
|------------------|---|-----------------------------|---|
|                  | Neighborhood Residential  | UR4                         | UR7   |
| Alley lots       | 1. 6:12 pitch roof or greater: 2 floors up to 24'<br>2. Less than 6:12 pitch roof: 1 1/2 floors up to 18' | 2 floors, up to 28' maximum | The greater of 2 floors, up to 28' maximum, or the height of the existing/proposed principal building |
| Nonalley lots    | 1 1/2 floors up to 18' maximum  | 2 floors up to 24' maximum  | 2 floors up to 24' maximum  |

3. See EMC 19.22.090 for height limits on other accessory uses and structures.

B. *Minimum Building Heights.* In order to encourage efficient use of property within mixed-use centers and along streets designated as transit-oriented development (see Map 33-1 in Chapter 19.33 EMC), minimum building heights are required for principal buildings as set forth below. There is no minimum height requirement for accessory buildings.

**Table 22-3: Minimum Building Heights**

|                         | Neighborhood Nodes | Community Hubs | Metro Everett | TOD Streets             |
|-------------------------|--------------------|----------------|---------------|-------------------------|
| Minimum Building Height | 2 floors           | 3 floors       | 3 floors      | 4 floors <sup>(1)</sup> |

<sup>(1)</sup> Except in a historic overlay

C. Development of affordable housing for low-income households on real property owned or controlled by a religious organization may exceed the underlying building height limit by 10'.

**Section 21.** EMC 19.22.030 is hereby amended as follows, with strikeout text deleted and underlined text added.

**19.22.030 Where height reductions are required.**

A. *Intent.* The following requirements are intended to promote compatibility between areas with different permitted heights and different permitted uses. The following instances might require reduction in allowed building heights:

1. Where a zone that allows buildings over seventy feet tall abuts a neighborhood residential zone
2. Where industrial uses abut residential zones;
3. Where development is within the airport compatibility area.

B. *Height Reductions—Adjacency, Table.*

1. Table 22-4 requires height reductions where a development site is in a zone identified in Column A and which abuts an adjacent zone shown in Column B. In these circumstances, the development must adhere to the height limits in the adjacent zone (from Column B) for the distance specified in Column C. If the proposed development abuts a residential zone that is not within the city limits, the height limits assumed will be ~~twenty-eight~~ thirty-five feet.
2. The measurement of distance from the building to adjacent zone is from adjacent zone boundary, except where the adjacent zone boundary is along the centerline of a street or alley, the measurement shall be made from the property line across an alley or street in the adjacent residential zone.
3. See Table 22-5 for illustration of how these reductions are applied.

**Table 22-4: Height Reductions**

| Column A                      | Column B      | Column C*                                       | Column E  |
|-------------------------------|---------------|---|---|
| Zone(s)<br>(Development Site) | Adjacent Zone | Distance to<br>Match Height to<br>Adjacent Zone | Height Reduction  |
| UR-7, MU-7, MU-15, LI-MU, LI  | NR            | 50'   | Height limited to height allowed in adjacent zone within 50' (Column C), then height can meet height of the development zone (Column A).  |
| LI-MU                         | NR or UR4     | 75'   | Height limited to height allowed in adjacent zone within 75' (Column C), then height can meet height of the development zone (Column A).  |
| LI                            | NR or UR4     | 100'  | Height limited to height allowed in adjacent zone within 100' (Column C), then height can meet height of the development zone (Column A). |
| HI                            | NR or NR-C    | 150'  | Height limited to height allowed in adjacent zone within 150' (Column C), then height can meet height of the development zone (Column A). |

\* See EMC 19.22.060 for how this measurement is determined.

**Table 22- 5: Building Height Reduction Illustration**

|  |  |
|--|--|
| <p>This illustration shows the point of measurement with an alley.</p> | <p>This illustration shows the point of measurement when the building abuts a neighborhood residential zone without an alley. See EMC 19.06 for building setback requirements.</p> |
|--|--|

**Section 22.** EMC 19.25.040 is hereby amended as follows, with ~~strikeout text~~ deleted and underlined text added.

**19.25.040 Evaluation criteria—Subdivision, short subdivision, unit lot land division, alteration or vacation.**

An application that complies with all of the following general evaluation criteria listed below, the requirements of Chapters 19.24 through 19.27 EMC and this title, and applicable city



standards shall be approved. In any such approval, the city shall make written findings that the application has made appropriate provisions in accordance with the requirements of this section. An application that does not comply with these criteria shall be denied by the city.

A. *Public Use and Interest.* The proposed project and design shall promote the public use and interest in accordance with the standards established by the state, city, and Chapters 19.24 through 19.27 EMC and this title;

B. *Public Health, Safety, and General Welfare.* The proposed project and design shall promote the public health, safety and general welfare in accordance with the standards established by the state, city, and Chapters 19.24 through 19.27 EMC and this title;

C. *Comprehensive Plan.* The proposed project and design shall conform to the general purposes of the comprehensive plan;

D. *Unified Development Code.* The proposed project and design shall meet the requirements of this title, including but not limited to the following:

1. Chapter 19.06 EMC, Lots, Setbacks and Residential Densities;
2. Chapter 19.26 EMC, Land Division Development Standards or Chapter 19.27 EMC, Unit Lot Land Divisions;
3. Chapter 19.30 EMC, Flood Damage Prevention;
4. Chapter 19.33 EMC, Streets, Sidewalks and Pedestrian Circulation;
5. Chapter 19.34 EMC, Parking, ~~Loading and Access Requirements~~;
6. Chapter 19.35 EMC, Landscaping;

E. *Natural Environment.* The proposed project and design shall meet the requirements of environmentally sensitive area regulations of this title and Chapter 19.43 EMC, Environmental Policy, and the State Environmental Policy Act, Chapter 197-11 WAC, if applicable;

F. *Drainage.* The proposed project and design shall meet the requirements of the city's drainage regulations in EMC 14.28 and design and construction standards and specifications;

G. *Open Space and On-Site Recreation.* The proposed project and design shall meet the requirements for open space and on-site recreation as defined in Chapter 19.09 EMC. These requirements are based on the type of use proposed and zoning designation of the property;

H. *Public Facilities.* The proposed project shall be consistent with all regulations and requirements in EMC Titles 14 and 16, the design and construction standards and specifications, and other adopted plans and policies, including the following:

1. Adequate water supply to city standards;
2. Adequate sewage disposal to city standards;

3. Appropriate surface water management to city standards;
4. Adequate fire protection and hydrants to city standards;
5. Appropriate vehicular and nonmotorized access designed to meet city standards for anticipated uses within the project;
6. Provisions for all appropriate deeds, dedications, and all other easements;
7. Provisions made for access to and maintenance of all common facilities; and
8. Transportation systems for both motorized and nonmotorized travel modes, including: streets, alleys, sidewalks, transit stops, bike lanes, and safe pedestrian routes to schools and schoolgrounds. This includes connections to existing and planned facilities;

I. *Existing Public Services.* The proposed project shall be designed to not adversely impact the following public services:

1. Police;
2. Fire;
3. Parks; and
4. Schools;

J. *Floodplain.* The proposed project and design shall meet the requirements of this title and flood damage prevention requirements in Chapter 19.30 EMC;

K. *Landscaping Standards.* The proposed project and design shall meet the landscaping standards as established in Chapter 19.35 EMC.

**Section 23.** EMC 19.34.050 is hereby amended as follows, with strikeout text deleted and underlined text added.

**19.34.050, Exceptions to off-street Vehicle parking space requirements.**

To prioritize land for buildings and people and reduce dependence on single-occupant vehicles, the following are not required to provide off-street parking, provided that bicycle facilities shall be provided as set forth in EMC 19.34.160 and 19.34.170.

A. Development in Mixed-Use Centers.

B. Development under EMC 19.08 within one-half mile walking distance of a public transit stop served by bus rapid transit or rail.

C. Dwelling units with less than 1,200 square feet gross floor area.

D. Affordable housing as defined in RCW 36.70A.030.

E. Uses in structures and on sites that are individually listed on the Everett register of historic places.

F. Dwelling units that are specifically for seniors or people with disabilities; provided, however, off-street parking for staff and visitors may be required as determined by the city engineer and planning director based on a parking analysis.

G. Emergency Shelters. Emergency Shelters are not required to provide off-street parking; provided, however, that off-street parking for staff and visitors will be required as determined by city engineer and planning director based on a parking analysis. See EMC 19.34.050(B) for off-street parking calculations on sites with combination of uses.

**Section 24.** EMC 19.34.060 is hereby amended as follows, with strikeout text deleted and underlined text added.

**19.34.060, Reductions to off-street Vehicle parking space requirements.**

A. Parking Study as Alternative to Reduce Parking. The planning director, in consultation with the city engineer, may approve a modification to the off-street parking set forth in Table 34-1 using the review process described in EMC Title 15.

1. A parking study for the proposed use(s) must be prepared by a professional with expertise in preparing traffic and parking analysis and 2. must demonstrate to the satisfaction of the planning director that a lesser standard is adequate.

3. A transportation demand management plan (see EMC 19.34.080) shall be required as a condition of any approved modification.

B. Access to frequent transit service. Off-street parking requirements are reduced by 25% within any of the following areas:

1. Parcels within one-quarter mile walking distance of a public transit stop ~~with~~ that receives transit service at least four times per hour for twelve or more hours per day

2. Parcels within one-half mile walking distance of a public transit stop with service by rail or bus rapid transit.

**Section 25.** EMC 19.34.100 is hereby amended as follows, with strikeout text deleted and underlined text added.

**19.34.100, Location of off-street Vehicle parking.**

A. Vehicle Parking Location—General Requirements for Residential Uses.

1. Off-street auto parking spaces may include spaces in garages, carports, parking lots, and/or driveways if vehicles are not parked in a vehicle travel lane or a required front setback. Off-street parking for electric vehicles may be included in auto parking required by this chapter. Refer to the International Building Code for requirements on electric vehicle charging infrastructure.

2. Vehicle parking is only allowed within required setbacks in:

- a. Residential zones in driveways meeting the standards of EMC 19.34.110, except easement access lots or in historic overlay zones; or
- b. Rear setbacks in residential zones when complying with landscaping standards of EMC 19.35; or
- c. When vehicle parking is located completely below grade and required landscaping is provided on top of the parking structure.

3. Private Access Drives. Vehicle parking on any private access drive shall be prohibited except when authorized through a land division or other land use permit. Off-street vehicle parking may be located adjacent to an approved access drive outside of the minimum required dimensions of the access drive. Where applicable, the homeowners' association shall be responsible for enforcing this requirement.

4. Historic Overlay. Off-street parking in an historic overlay zone shall not be located closer to the public street than the building located closest to the street unless approved by the planning director due to street and site topography which precludes other placement.

**B. Vehicle Parking Location—General Requirements for Nonresidential Uses.**

1. Vehicle parking, except as otherwise allowed for automobile, light truck or RV sales or rental, shall not be located within a required building setback, required landscape area, or open space.

2. For nonresidential uses, required off-street vehicle parking shall be located on property within five hundred feet of the building or use which it is required to serve. This distance shall be measured along the access route. The property upon which the off-street parking is provided shall be located in the same zone as, or a zone which allows, the use for which the parking is required.

3. Separation of Surface Vehicle Parking Lots from Public Right-of-Way. Surface parking lots shall be set back either ten feet from the public sidewalk, or five feet from the property line, whichever is greater. The intent of this requirement is to provide a minimum ten-foot landscape separation between surface parking lots and public streets in accordance with Chapter 19.35 EMC. There shall be no setback required from a public alley.

4. Surface parking lots shall be set back from interior lot lines consistent to meet the landscaping and screening requirements of Chapter 19.35 EMC.

5. Marijuana retailers shall comply with the parking location requirements set forth in EMC 19.13.160.

**C. Vehicle Parking Location Requirements, Mixed-Use Centers.**

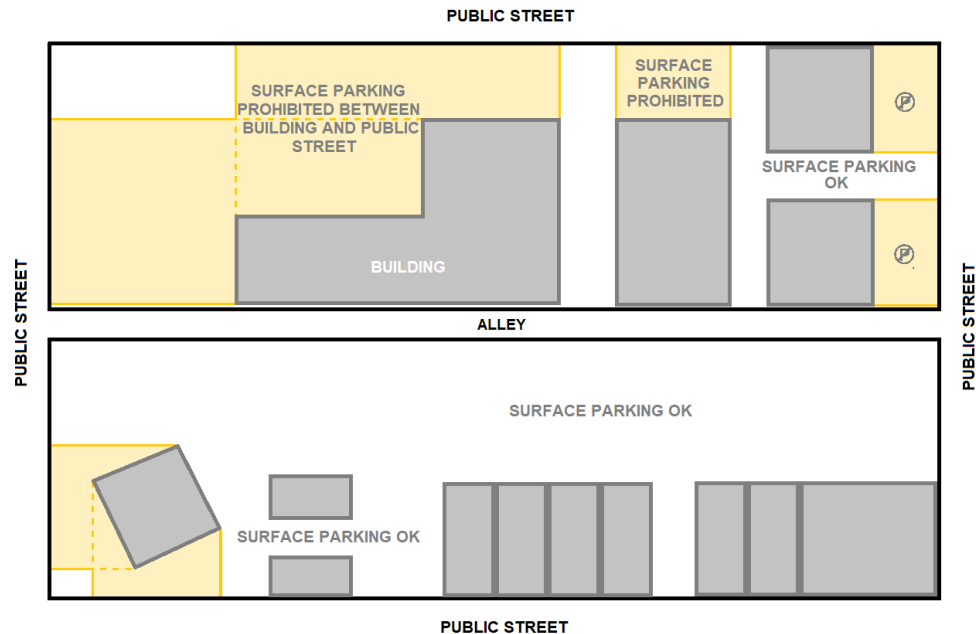
1. Separation of Surface Parking from Public Right-of-Way. All surface parking lots within Metro Everett shall have a minimum front setback of forty feet. For corner lots, the minimum setback from a street side lot line shall be five feet. Exception: within the LI-MU zone, the minimum front setback for surface parking shall be fifteen feet. Where surface parking is provided, it shall be separated from any public sidewalk by a minimum of five feet to allow screening/landscaping in accordance with Chapter 19.35 EMC.
2. There shall be no setbacks required for rear and side interior lot lines unless otherwise necessary to accommodate landscaping/screening in accordance with Chapter 19.35 EMC.

D. Vehicle parking Location—Alley Requirements for ~~Multifamily and Nonresidential~~ Structured vehicle parking garages. Structured vehicle parking garages accessed from the rear with no internal turnaround shall be set back at least twenty-five feet from the far side of the alley, except as otherwise approved by city engineer.

E. Parking between buildings and streets. Surface parking lots shall not be located directly between a public street and a building unless another building is closer to the public street, as illustrated in Figure 34-2, except:

1. Residential zones in driveways meeting the standards of EMC 19.34.110; or
2. When vehicle parking is located completely below grade and any required landscaping is provided on top of the parking structure.

**Figure 34-2: Parking Prohibited Between Buildings and Streets**



**Section 26.** EMC 19.34.110 is hereby amended as follows, with strikeout text deleted and underlined text added.

**19.34.110 Vehicular Access to Off-Street parking – Alleys and driveways.**

A. Alleys. Access to off-street parking areas shall be provided from the alley where available. The intent of this requirement is to:

1. Enhance the safety of parking areas;
2. Minimize potential conflicts between vehicles and pedestrians;
3. Efficiently manage traffic in off-street parking areas;
4. Reduce visual impacts on surrounding properties and improve streetscape appearance.

B. Alley Access Exception. Access from the public street where the lot abuts an alley will only be allowed as an exception to the alley access requirement. The city engineer, in consultation with the planning director, may allow access to required off-street parking from the street in lieu of, or in addition to, using the alley in the following circumstances:

1. The topography of the site and/or adjacent alley makes use of the alley infeasible; or
2. The requirement for access from the alley would create a traffic or pedestrian safety hazard, such as sight distance problems or conflicts with other ingress/egress locations; or

3. There is an existing improvement that prevents use of the alley for vehicular access and the improvement cannot reasonably be relocated or removed; or
4. For nonresidential or mixed uses, driveway access from the street is necessary to provide access for commercial customer traffic; this exception may not be used to justify a street access point that primarily provides access to employee or resident parking areas; or
5. Providing access from the street will reduce or minimize adverse impacts on adjacent properties; or
6. Street access for multiple levels of off-street parking within a structure when access from an alley to all parking levels is not feasible due to topography or lot geometry.

C. Driveways. The design of all driveways and internal vehicle circulation shall be in accordance with EMC Title 13 and the city design standards. Maximum driveway width within the public right-of-way shall be as provided in Chapter 13.16 EMC. For residential zones, the following additional requirements shall apply to the portion of the driveway located outside the right-of-way for:

1. For non-alley access lots, the maximum driveway width within twenty feet of the ~~right-of-way abutting the front lot line~~ or within ten feet of the street side lot line shall not exceed thirty feet, or fifty percent of the lot frontage width, whichever is less. However, where a driveway is permitted, a minimum driveway width of ten feet will be allowed;

**Section 27.** EMC 19.34.120 is hereby amended as follows, with strikeout text deleted and underlined text added.

**19.34.120, Parking area design and construction.**

A. Parking Design Specifications. The minimum requirements for parking stall and aisle dimensions, striping, pavement thickness, and subgrade shall be as set forth in the city design standards.

B. Surfacing.

1. All parking areas shall consist of durable surface materials approved by the planning director and city engineer. Depending upon site and soil conditions, low impact development (LID) stormwater management facilities are encouraged, and may be required by the city's stormwater management manual.
2. Residential Exception. For residential uses with six or fewer dwellings on a property, nonrequired vehicle parking that is located outside of the front and street side setbacks areas may use surface materials in accordance with city design standards including grass block pavers and reinforced grass paving systems; provided, however, that parking in the area between a street-facing facade and the street must be on a paved surface as allowed by EMC 19.34.110(C).

3. Residential Dimensional exception. Existing, legally established vehicle parking spaces for residential development established prior to June 6, 2024 are not required to be resized or modified to meet current parking requirements, except for compliance with the Americans with Disabilities Act, per RCW 36.70A.

C. Landscaping and Screening. Landscaping and screening for parking lots shall be in accordance with the standards of Chapter 19.35. Parking of trucks or fleet vehicles is considered off-street parking for the purposes of calculating the parking lot interior landscaping required by Chapter 19.35 EMC.

D. Tandem and Lift Parking. For all uses of parking systems that lift or stack individual vehicles, each vehicle accommodated by the stacker counts as an individual parking space. Tandem parking, which means parking spaces in a series without independent access, may be used for nonrequired parking. For required residential parking, each space must be no less than 20 feet in length and each dwelling unit's assigned vehicle parking space must have independent access. Neither tandem nor lift parking may be used for required ADA parking stalls.

E. Accessible Parking. Accessible parking stalls shall meet the requirements of Washington State Regulations for Barrier Free Facilities (Chapter 51-50 WAC).

F. Parking Area Illumination. Surface parking areas for residential uses with nine or more parking spaces or for any nonresidential uses shall provide illumination to improve site security and minimize light spill and glare impacts on adjacent properties. Parking area illumination shall meet the following standards:

1. Parking area lighting fixtures shall be full cut-off (zero percent candlepower at ninety degrees horizontal and ten percent maximum candlepower at eighty degrees from vertical), dark sky rated, and mounted no more than thirty feet above the ground, with lower fixtures preferable so as to maintain a human scale.
2. All fixtures over fifteen feet in height shall be fitted with a full cut-off luminaire.
3. Figure 4. Acceptable and unacceptable parking area lighting.

**Figure 34-2: Parking Area Illumination**



4. Except within industrial zones, pedestrian-scaled lighting (light fixtures no taller than fifteen feet) is encouraged in areas of pedestrian activity.



5. Lighting must not trespass onto adjacent private parcels. All building-mounted lights shall be directed onto the building itself and/or the ground immediately adjacent to it. The light emissions shall not be visible above the roof line of the building.

G. Maintenance.

1. All off-street parking spaces shall be maintained to the design standard as shown on approved permit documents. Such spaces shall not be used at any time or in any manner that precludes use for off-street parking of operable motor vehicles regularly used by occupants, employees, guests, or customers.

2. Where parking is owned in common (e.g. by a homeowners' association), the covenants shall clearly indicate which parties are responsible for parking facility maintenance.

**Section 28.** EMC 19.34.170 is hereby amended as follows, with strikeout text deleted and underlined text added.

**19.34.170 – Bicycle Facilities, Required Counts**

Bicycle secure storage spaces are required for most uses to provide secure and convenient places to park bicycles and other forms of micromobility devices. These regulations ensure adequate short and long-term bicycle spaces based on the demand generated by different uses. Minimum bicycle facilities acknowledge the usage rates for different uses, and that this will vary by geography, being higher in mixed-use centers than in the rest of the city.

In the following table, the right column names the uses, while the second, third, and fourth columns provide formulas for how many long term (LT) and short term (ST) spaces must be provided in the city generally, or in mixed-use centers.

A. For uses not otherwise listed, required number of long and short term bicycle spaces are to be determined by the planning director and city engineer.

B. For all nonresidential uses, a minimum of 2 long term and 2 short term bicycle spaces are required.

**Table 34-6 Bicycle Facilities, Required Counts**

| Land Use   | Long Term             | Short Term                                 | Mixed-Use Centers  |
|--|-----------------------|--|--|
| <b>Residential</b>                                     |                       |  |  |
| Day care (family home), childcare                      | 1.0 per dwelling      | 2.0 per site; both must be oversize spaces | 2 LT / dwelling<br>4 ST (can substitute secure area on plan) |
| Day or overnight care (family home), caring for adults | 1.0 per dwelling unit | 1.0 per dwelling unit                      | 2 LT / dwelling<br>2 ST / dwelling                           |

|  |   |  |  |
|--|---|--|--|
| Dwelling unit, unless otherwise noted here   | 1.00 per dwelling unit  | 0.20 per dwelling unit, except none required for five or fewer dwellings on a lot                    | 1.25 LT / dwelling<br>0.30 ST / dwelling<br>(only required for 3 or more dwellings on a lot)                 |
| Dwelling, Co-Living, Dormitory, Emergency Housing, Secure Community Transition   | .75 per sleeping unit or bed  | .25 per sleeping unit or bed   | 1.0 LT / sleeping unit or bed<br>0.3 ST / sleeping unit or bed   |
| Live-Work Units  | 1.00 per dwelling unit  | 0.50 per dwelling unit   | 1.50 LT / dwelling<br>0.75 ST / dwelling   |
| Group housing, residential care facility, senior housing, or extended care facility, including independent living units in congregate care facility, convalescent or nursing homes | 0.50 per bed  | 0.20 per bed   | 0.75 LT / bed<br>0.25 ST / bed   |
| Permanent Supportive Housing   | As determined by planning director and city engineer, with no fewer than 0.5 per bedroom and 1 for every 2 employees on shift (2 minimum) | As determined by planning director and city engineer, with no fewer than 0.1 per bedroom (2 minimum) | As determined by planning director and city engineer, with no less than 0.75 LT and 0.2 ST (3 each, minimum) |
| Short term rentals; hotels, motels   | 0.05 per rentable room<br><del>0.05 ST / rentable room, PLUS 0.20 ST / 1,000 sf for conference/meeting rooms</del>                        | 0.05 per rentable room and<br>0.20 per 1,000 square feet of conference/meeting rooms                 | 0.075 LT / rentable room<br>0.10 ST / rentable room, PLUS 0.35 ST / 1,000 sf for conference/meeting rooms    |
| <b>Office, Retail, &amp; Restaurants</b>   |   |  |  |
| General or professional offices, incl. government uses   | 0.25 per 1,000 square feet  | 0.10 per 1,000 square feet   | 0.50 LT / 1,000 sf<br>0.25 ST / 1,000 sf   |

|  |  |   |   |
|--|--|---|---|
| Retail stores & service, all forms not otherwise listed                          | 0.25 per 1,000 square feet                 | 0.25 per 1,000 square feet; at least 10% must accommodate oversize bicycles               | 0.50 LT / 1,000 sf<br>0.50 ST / 1,000 sf; at least 20% must accommodate oversize bicycles |
| Restaurants, bars  | 0.25 per 1,000 square feet                 | 0.50 per 1,000 square feet  | 0.50 LT / 1,000 sf<br>1.0 ST / 1,000 sf   |
| <b>Other Commercial, and Industrial</b>  |  |   |   |
| Clinics and Veterinary Clinics   | 0.10 per 1,000 square feet                 | 0.25 per 1,000 square feet  | 0.25 LT / 1,000 sf<br>0.50 ST / 1,000 sf  |
| Commercial Storage, enclosed   | 0.02 per 1,000 square feet                 | 0.05 per 1,000 square feet; at least 50% of ST spaces must accommodate oversize bicycles  | 0.04 LT / 1,000 sf<br>0.10 ST / 1,000 sf<br>(≥50% spaces accommodate oversize bikes)      |
| Daycare, Commercial  | 0.075 LT per employee                      | 0.05 ST per child peak attendance; at least 25 percent must accommodate oversize bicycles | 0.15 LT/employee; 0.1 ST/child (≥30% must accommodate oversize bicycles)                  |
| Dismantling & Impound Yard; Outdoor Storage; Heliport; Marine Terminal; Railyard | 0.25 per 1,000 square feet of office space | 1.0 per site  | 0.50 LT / 1,000 sf of office space<br>none beyond 3 ST                                    |
| Entertainment and recreation, indoor – theaters, gathering halls                 | 1 per 1,000 square feet, or 0.02 per seat  | 1.25 per 1,000 square feet, or 4% of projected max attendance                             | 4 LT / 1,000 sf or 0.04 LT / seat;<br>2.5 per 1000 sf, or 8% of projected max attendance  |
| Entertainment and recreation, indoor – all others                                | 0.5 per 1,000 square feet                  | 0.75 per 1,000 square feet  | 0.75 LT / 1,000 sf;<br>1.5 ST / 1000sf  |
| Entertainment and recreation, outdoor, and major event venues                    | Per planning director and city engineer    | Per planning director and city engineer   | Per planning director and city engineer   |
| Manufacturing & Production, light or heavy                                       | 0.067 per 1,000 square feet                | 0.05 per 1,000 square feet  | 0.13 LT / 1,000 sf<br>0.1 ST / 1,000 sf   |

|   |  |  |  |
|---|--|--|--|
| Vehicle & Equipment sales, repair, and rental (light and heavy) | 0.25 per 1,000 square feet of office space | 0.1 per 1,000 square feet of building area | 0.50 LT / 1,000 sf of office space<br>0.2 / 1,000 sf of enclosed space |
| Warehouse & Freight terminal                                    | 0.025 per 1,000 square feet                | 0.01 per 1,000 square feet                 | 0.05 LT / 1,000 sf<br>0.02 / 1,000 sf                                  |
| Public and Institutional  |  |  |  |
| Community Service & Civic Centers not otherwise described       | 0.05 per employee                          | 0.25 per 1,000 square feet                 | 0.15 LT / employee<br>0.50 ST/1000sf.                                  |
| Community Club/Center; Private Clubs and Lodges                 | 0.25 LT / 1,000 sf                         | 0.25 per 1,000 square feet                 | 0.50 LT / 1,000 sf<br>0.50 ST/1000sf.                                  |
| Hospitals   | Per planning director and city engineer    | Per planning director and city engineer    | Per planning director and city engineer                                |
| Libraries   | 0.05 LT / employee                         | 0.25 per 1,000 square feet                 | 0.15 LT / employee<br>0.50 ST/1000sf.                                  |
| Museums   | 0.05 LT / employee                         | 0.25 per 1,000 square feet                 | 0.15 LT / employee<br>0.50 ST/1000sf.                                  |
| Parks   | Per planning director and city engineer    | Per planning director and city engineer    | Per planning director and city engineer                                |
| Places of Worship   | 0.1 LT / 1,000 sf                          | 0.4 per 1,000 square feet                  | 0.2 LT / 1,000 sf<br>0.8 ST/1000sf.                                    |
| Schools, K-12 and College                                       | Per planning director and city engineer    | Per planning director and city engineer    | Per planning director and city engineer                                |

**Section 29.** EMC 19.35.020 is hereby amended as follows, with ~~strikeout~~ text deleted and underlined text added.

**19.35.020, Purpose.**

The purpose of this chapter is to

- A. enhance compatibility between land uses and zones;
- B. support compact development;
- C. new development is compatible and graceful transitions between differing land use densities, intensities, and uses.;
- D. screen undesirable views which have a blighting effect upon adjoining streets and properties;
- E. provide a visual buffer and physical separation between land uses of varying intensities on abutting properties;

- F. visually screen unwanted features in the pedestrian environment, soften blank walls, visually reduce large and continuous building mass, and add visual interest to building rooflines when used on terraces and upper levels;
- G. minimize the impacts of noise, light and glare;
- H. reduce urban heat island effects through development, building, and infrastructure design;
- I. provide privacy;
- J. reduce dust;
- K. reduce the visual monotony of large expanses of paved parking lots;
- L. implement the policies of the Everett general plan;
- M. reduce stormwater runoff and pollution of surface waters, reduce erosion and sedimentation;
- N. conserve energy;
- O. aid in regulating vehicle circulation; and
- P. retain existing natural vegetation and protect and preserve urban wildlife habitat;.
- Q. support ecological health, enhance habitat connectivity for native plants and wildlife
- R. maintain a continuous, consistent, walkable, and human-scaled pedestrian environment at the interface of buildings and the public realm. Promote interaction between indoor and outdoor activities to create an inclusive and vibrant public realm.
- S. strive to achieve a “greener” character over time, reflecting the spectacular natural landscape within and surrounding the City of Everett;
- T. expand the city’s overall tree canopy;
- U. create a safe and comfortable environment by using design cues to differentiate/demarcate public, semi-private, and private spaces, incorporate clear sightlines and eyes on the street, and other ~~CPTED~~ crime prevention through environmental design features;
- V. use landscaping elements to delineate spaces and frame views. In pedestrian areas, provide a clear zone from 2’ to 7’ above the ground to support clear lines of sight and safety, particularly near to intersections or potential points of conflict; and
- W. buffer between designated ~~MICs~~ Manufacturing Industrial Centers and adjacent residential or mixed-use areas to protect both the viability of long-term industrial operations and the livability of adjacent areas.

**Section 30.** EMC 19.35.060 is hereby amended as follows, with strikeout text deleted and underlined text added.

**19.35.060 Application of landscape categories and type (Tables 35-1 and 35-2).**

A. *General.* Table 35-1 specifies landscape categories for all use zones within the city, while Table 35-2 lists the applicable landscape type and width. The specific regulations pertaining to each landscape category are contained in this section. Where there is a conflict between the general and specific regulations, the more specific regulations shall control.

B. *Instructions for Tables 35-1 and 35-2.* First, determine the property’s zoning from the city’s zoning map (see Chapter 19.03 EMC, Map 3-1). Then refer to Table 35-1 to determine which landscape category applies to that zone. Use Table 35-2 to determine which perimeter

landscape types apply for that category. Also refer to the applicable footnotes and detailed requirements standards for specific uses in the following sections of this chapter.

**Table 35-1: Landscape Categories for Use Zones**

| Use Zone                       | Landscape Category |
|--------------------------------|--------------------|
| UR4; UR7                       | A                  |
| MU4; MU7; MU15;<br>MU25; LI-MU | B                  |
| HI                             | C                  |
| LI                             | D                  |
| NR; NR-C; AG                   | E <sup>(4)</sup>   |

C. *Perimeter Landscaping.* Table 35-2 of this section establishes the type and width of landscaping required along property lines for the landscape category required in each individual zone in Table 35-2. This chart establishes the minimum requirements for each landscape category. However, additional standards may be required for uses being reviewed under review processes involving the hearing examiner, planning commission or city council as set forth in EMC Title 15, Local Project Review Procedures, when necessary to enhance compatibility between zones and uses. Where a minimum width of landscaping is specified, the actual width of the planting area shall be measured. Curbs, paving or other protective or boundary marking devices shall not be included in the measurement of landscape width.

D. *Application of Type IV Landscaping.* Type IV landscaping shall be used in the following circumstances:

1. All uses which are indicated as requiring Landscape Category E in the use-standards tables of individual zones.
2. All interior portions of lots which are not developed with buildings, parking area and uses and which are not regulated by subsection (A) of this section, or EMC 19.35.080 or 19.35.090, or by other more specific landscape regulations contained in this title.

**Table 35-2: Perimeter Landscape Standards**

| Street Frontage <sup>(1)</sup>   |      |                      | Interior Lot Lines <sup>(2)</sup>                            |      |                      |
|--|------|----------------------|--|------|----------------------|
| <sup>1</sup> -All public right-of-way behind the sidewalk, walking path, parking strip, or travel lane shall also be landscaped to Type III standards. Additional trees are not required in the portion of the landscaping in the public right-of-way. |      |                      | <sup>2</sup> -Interior lot lines which do not abut an alley. |      |                      |
| Landscape Category   | Type | Width of Landscaping | Abutting Zone  | Type | Width of Landscaping |

| Street Frontage <sup>(1)</sup>  |                |  | Interior Lot Lines <sup>(2)</sup>  |                       |  |
|---|----------------|--|--|-----------------------|--|
| <sup>1</sup> All public right-of-way behind the sidewalk, walking path, parking strip, or travel lane shall also be landscaped to Type III standards. Additional trees are not required in the portion of the landscaping in the public right-of-way. |                |  | <sup>2</sup> Interior lot lines which do not abut an alley.  |                       |  |
| A   | III Ornamental | 10 feet or distance between lot line and building, whichever is less <sup>(3)</sup><br><sup>3</sup> See EMC 19.35.080 for landscaping requirements for off-street parking and outdoor display areas.   | NR and NR-C  | II See-Through Buffer | 10 feet or distance between building and lot line, whichever is less |
|   |                |  | Others   | III Ornamental        | 5 feet or distance between building and lot line, whichever is less  |
| B   | III Ornamental | 10 feet or distance between lot line and building, whichever is less <sup>(3) (11) (3)</sup><br><sup>3</sup> See EMC 19.35.080 for landscaping requirements for off-street parking and outdoor display areas.<br><br><sup>11</sup> Tree standards for streets designated TOD, pedestrian and connector | Residential <sup>(5)</sup><br><sup>5</sup> AG, NR-C, NR, UR4, UR7 zones.   | I Visual Screen       | 10 feet  |
|   |                |  | Others   | III Ornamental        | 5 feet or distance between building and lot line, whichever is less  |
| C   | III Ornamental | 15 feet or distance between building and lot line, whichever is less <sup>(3) (8) (10)</sup><br><sup>3</sup> See EMC 19.35.080 for   | Residential <sup>(5)</sup><br><sup>5</sup> AG, NR-C, NR, UR4, UR7 zones.   | I Visual Screen       | 25 feet  |
|   |                |  | Mixed use <sup>(6) (11)</sup><br><sup>6</sup> MU4, MU7, MU15, MU25 zones.<br><sup>11</sup> Tree standards for streets designated TOD, pedestrian and connector | III Ornamental        | 10 feet  |

| Street Frontage <sup>(1)</sup>  |                             |   | Interior Lot Lines <sup>(2)</sup>  |                             |  |
|---|-----------------------------|---|--|-----------------------------|--|
| <sup>1</sup> All public right-of-way behind the sidewalk, walking path, parking strip, or travel lane shall also be landscaped to Type III standards. Additional trees are not required in the portion of the landscaping in the public right-of-way. |                             |   | <sup>2</sup> Interior lot lines which do not abut an alley.              |                             |  |
|   |                             | landscaping requirements for off-street parking and outdoor display areas.<br><sup>8</sup> See EMC 19.35.110 for additional requirements in LI zone.<br><sup>10</sup> The minimum landscape width for off-street parking areas abutting street right-of-way shall be fifteen feet.  | Industrial <sup>(7)</sup><br><sup>7</sup> LI-MU, LI and HI zones.        | III<br>Ornamental           | 5 feet   |
| D   | III<br>Ornamental           | 20 feet or distance between building and lot line, whichever is less <sup>(3)</sup> <sup>(8)</sup> <sup>(10)</sup><br><br><sup>3</sup> See EMC 19.35.080 for landscaping requirements for off-street parking and outdoor display areas.<br><sup>8</sup> See EMC 19.35.110 for additional requirements in LI zone.<br><sup>10</sup> The minimum landscape width for off-street parking areas abutting street right-of-way shall be fifteen feet. | Residential <sup>(5)</sup><br><sup>5</sup> AG, NR-C, NR, UR4, UR7 zones. | I<br>Visual Screen          | 25 feet  |
|   |                             |   | Others   | II<br>See-Through Buffer    | 15 feet  |
| E   | IV<br>Lawn/Soil Stabilizing | <sup>(9)</sup><br><sup>9</sup> See subsection (D) of this section for application of  | All zones  | IV<br>Lawn/Soil Stabilizing | <sup>(9)</sup><br><sup>9</sup> See subsection (D) of this section for application of |



| Street Frontage <sup>(1)</sup>  |  |                          | Interior Lot Lines <sup>(2)</sup>                           |  |                          |
|---|--|--------------------------|---|--|--------------------------|
| <sup>1</sup> All public right-of-way behind the sidewalk, walking path, parking strip, or travel lane shall also be landscaped to Type III standards. Additional trees are not required in the portion of the landscaping in the public right-of-way. |  |                          | <sup>2</sup> Interior lot lines which do not abut an alley. |  |                          |
|   |  | Category IV landscaping. |   |  | Category IV landscaping. |

Footnotes for Table 35-2:

1 All public right-of-way behind the sidewalk, walking path, parking strip, or travel lane shall also be landscaped to Type III standards. Additional trees are not required in the portion of the landscaping in the public right-of-way.

2 Interior lot lines which do not abut an alley.

3 See EMC 19.35.080 for landscaping requirements for off-street parking and outdoor display areas.

4 ~~Repealed by Ord. 4102-25.~~ Landscape category B for permitted nonresidential uses

5 AG, NR-C, NR, UR4, UR7 zones.

6 MU4, MU7, MU15, MU25 zones.

7 LI-MU, LI and HI zones.

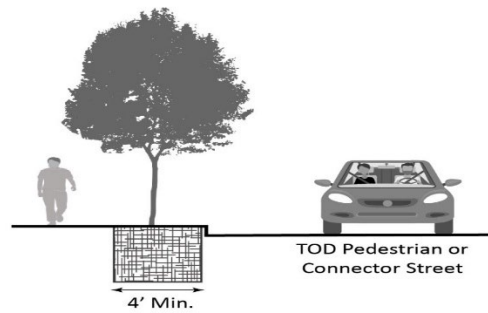
8 See EMC 19.35.110 for additional requirements in LI zone.

9 See subsection (D) of this section for application of Category IV landscaping.

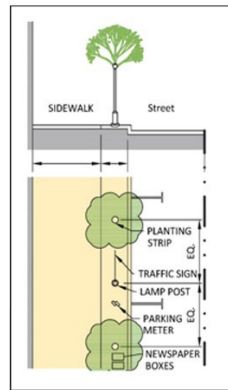
10 The minimum landscape width for off-street parking areas abutting street right-of-way shall be fifteen feet.

11 For streets designated TOD, pedestrian and connector on Map 33-1, the required street trees shall be provided between the sidewalk and curb edge within the public right-of-way in a minimum four-foot by six-foot vault or other method as approved by the city to prevent root penetration and sidewalk damage. Spacing of trees shall average not more than thirty feet. Spacing is subject to city of Everett public works standard clearances for sight triangles, driveways, street lights, and other street features or safety concerns. Tree spacing may be reduced to increase visibility of signs and buildings if approved by the city. The city shall maintain a recommended tree list that includes species selection and spacing requirements. See Figures 35-2 and 35-3 below.

**Figure 35-2: Street Trees on TOD, Pedestrian and Connector Streets**



**Figure 35-3: Street Trees on TOD, Pedestrian and Connector Streetscapes**



**Section 31.** EMC 19.35.090 is hereby amended as follows, with ~~strikeout~~ text deleted and underlined text added.

**19.35.090, Special landscape requirements applicable to neighborhood residential zone.**

A. In addition to providing landscaping pursuant to Tables 35-1 and 35-2, trees are required within eight feet of the front and side streets. Trees shall be two inches in diameter at 4.5 feet in height, planted every twenty feet on center.

€ B. For developments with residential uses all street-facing elevations must have landscaping along any exposed foundation. The landscaped area may be along the outer edge of a porch instead of the foundation. This landscaping requirement does not apply to portions of the building facade that provide access for pedestrians or vehicles to the building. The foundation landscaping must meet the following standards:

1. The landscaped area must be at least three feet wide.
2. There must be at least one shrub for every three lineal feet of foundation.
3. Ground cover plants must fully cover the remainder of the landscaped area.

**Section 32.** EMC 19.38.040 is hereby amended as follows, with ~~strikeout~~ text deleted and underlined text added.

#### **19.38.040, Substandard lots—Nonconforming lots.**

This section addresses lots that do not meet minimum lot area and/or dimensional requirements of this title, and lots that have been created or altered prior to there being a formal land division requirement in the city. This section also addresses how such lots may be considered legal lots for zoning purposes.

A. ~~R-S, R-1 and R-2~~ NR and NR-C Zones. In the ~~R-S, R-1 and R-2~~ NR and NR-C zones, subject to other limitations imposed by other provisions of this title, ~~a single-family~~ one dwelling may be erected on any single “lot” as defined in this title. A lot shall meet the following criteria, as applicable:

1. A lot created via the subdivision process of Chapter 58.17 RCW;
2. A lot which was created prior to December 1, 1956;
3. Any lot which met minimum lot area requirements under the regulations or standards of Snohomish County prior to annexation or incorporation into the city of Everett; and
4. A lot reduced below minimum zoning requirements as a result of public acquisition of property.

B. Substandard Lots—~~Multifamily, Commercial and Industrial~~ Other Zones. Any substandard lot may be used for any of the uses permitted in the respective zone, subject to the special regulations and end notes in Chapter 19.05 EMC, and in accordance with the review process and general evaluation criteria in EMC Title 15 and all other regulations including minimum yards, provided:

1. All such lots shall meet the definition of “nonconforming lot” as defined in this title and shall not have been merged or otherwise created illegally.
2. Commercial or industrial lots which have been created through the binding site plan process are exempt from this section.
3. The use complies with all other requirements of this title.

C. Substandard Lots—Merger Clause. The following applies to substandard lots in the R-S, R-1 and R-2 zones which otherwise meet the criteria in subsection (A) of this section:

1. If two or more substandard lots or a combination of lots or substandard lots and portion(s) of lots and substandard lots are contiguous and were acquired by common conveyance prior to the above dates, or which have been legally combined at any time subsequent to the above dates, and if all or part of the lots do not meet the requirements established for minimum lot area and width, the lands involved shall be merged and considered to be a single undivided lot. No portion of the lot shall be used, altered or sold in a manner which diminishes compliance with lot area and width requirements, nor shall any division of any such lot be made which creates a lot with area or width below the requirements permitted by this chapter.

2. If two or more substandard lots or a combination of lots or substandard lots and portions of lots or substandard lots are contiguous and a structure is constructed on or across the lot line(s) which make the lots contiguous, then the lands involved shall be merged and considered to be a single undivided lot. No portion of said lot shall be used, altered or sold in any manner which diminishes compliance with lot area or width requirements, nor shall any division be made which creates a lot with area or width below the requirements permitted by this title.

For purposes of this section, “structure” means anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground and includes, but is not limited to, houses, garages, carports and accessory structures.

**Section 33.** EMC 19.39.030 is hereby amended as follows, with strikeout text deleted and underlined text added.

**19.39.030 Garbage receptacles, dumpsters and recycle bins—placement and screening.**

~~The following requirements apply in all areas except single-family zones:~~

A. Placement. Garbage receptacles, dumpsters, and recycle bins ~~shall be provided in all multifamily, commercial, industrial and institutional developments and~~ shall not be located in a required front yard setback area, or street side setback area for corner lots. Where an alley abuts a lot in any zone, the garbage receptacles, dumpsters, or recycle bin shall be located adjacent to the alley.

B. Screening. All garbage receptacles, dumpsters and recycle bins must be screened from view from the street and from adjacent properties. This screening may be done using dense vegetation or by placing the dumpster or recycle bin in a structural enclosure.

**Section 34.** EMC 19.39.050 is hereby amended as follows, with strikeout text deleted and underlined text added.

**19.39.050 Outdoor use, activity and storage**

A. Residential Zones. Uses and activities normally associated with a residential use are allowed in a residential zone. The outdoor storage of firewood may not be located within front setback areas but may be located in other required setback areas.

B. Commercial and Industrial Zones.

1. General. Subject to the requirements of subsections (B)(2) through (6) of this section, the uses and activities that are allowable on a site in commercial and industrial zones may be conducted out of doors unless individual zones of this title limit outside activity for a particular use in a particular zone. Where there is a conflict in requirements in this chapter and elsewhere in this title, the more restrictive requirements shall apply.

2. Site Plan. The applicant shall submit a site plan for approval by the planning department. The site plan shall be accompanied by an application form provided by the planning department and shall include all information requested on the application form.

3. Specific Use and Development Requirements. The city will review an application for outdoor use, activity and storage using the appropriate review process for the principal use. If the principal use is established, the review process described in EMC Title 15, Local Project Review Procedures, shall be used. The review authority will make a decision based upon the following standards:

- a. All outdoor use, activity and storage areas must comply with setback requirements for the primary use.
- b. A solid sight-obscuring fence or other appropriate screening approved by the planning department is required around the outside edges of the area devoted to the outdoor use, activity or storage. The height of outdoor storage abutting public streets or residential zones shall not be higher than the height of the screen device approved by the planning department.
- c. Except in the LI2 zone, outdoor use, activity or storage areas located adjacent to property in the same zone may be located in the required interior side and rear setback yards. All outdoor use, activity and storage areas located adjacent to residential zones must meet required setbacks for the primary use.
- d. When gross floor area or lot coverage requirements are applicable, an outdoor use, activity or storage area will be used in calculating the permitted gross floor area or lot coverage of a use or development if this area will be used as an outdoor use, activity or storage area for at least two months in every year.
- e. If located on an unimproved area of the site, the underlying ground must be improved as required by the department of public works.

4. Exceptions to Outdoor Use, Activity or Storage. The following outdoor uses and activities, when located in commercial and industrial zones, are exempt from the requirement of this subsection as stated below:

- a. Exceptions to subsections (B)(3)(a) through (d) of this section; provided, that a temporary certificate of occupancy from the building department is obtained:
  - (1) Outdoor Christmas tree lots and fireworks stands if these uses will not exceed forty-five days.
  - (2) Outdoor amusement rides; carnivals and circuses; and parking lot sales which are ancillary to the indoor sale of the same goods and services if these uses will not exceed ten days.
- b. Exception to subsections (B)(3)(a) and (b) of this section:

(1) Outdoor dining areas, where permitted.

(2) Outdoor display of vehicles for sale or lease; provided, that they meet all of the standards of EMC 19.35.080.

5. Modification. The applicant may request a modification of the requirements of subsections (B)(2) through (4) of this section by submitting a written request with their site plan to the planning director for review. The planning director may approve a modification using the review process as described in EMC Title 15, Local Project Review Procedures, if:

a. The modification will not create a greater impact on any nearby residential use than would be created without the modification; and

b. The modification will not detract from the character of nearby uses; and

c. The modification will not be injurious to public health, safety or welfare; and

d. The modification is consistent with the policies of the Everett general plan; and

e. Landscaping or other means of screening is provided to reduce the visual impact of the outdoor use, activity or storage areas on surrounding properties and public right-of-way.

6. Appeals of Outdoor Use, Activity and Storage Modification Requests. The planning director's determination may be appealed as provided for in EMC Title 15, Local Project Review Procedures, for the applicable review process.

**Section 35.** EMC 19.40.010 is hereby amended as follows, with strikeout text deleted and underlined text added.

**19.40.010 Fences height and location.**

A. Residential Zones—Fence Height and Setbacks. Fences shall not exceed a height of:

1. Forty-two inches within twenty feet of the right-of-way abutting the front lot line.

2. Six feet within the street side setback or the abutting right-of-way.

3. Seven feet within the interior side or rear setbacks.

4. Exceptions.

a. Fences within twenty feet of ~~the right-of-way abutting~~ the front lot line may be up to six feet in height if the fence is at least ten feet from the sidewalk, is at least seventy percent transparent from three feet to six feet, and is not chain link or other type of similar material. If no sidewalk exists, the minimum distance required is determined by the city engineer.

b. For corner lots or double fronting lots, the front and street side or rear fence heights can be switched if the front of the house faces the street side or rear.

c. Arbors. Arbors may exceed the maximum fence height within ~~the front setback~~ twenty feet of the front lot line for a distance of up to twenty percent of the lot frontage on the street, provided the height of the arbor does not exceed eight feet.

d. Where a structure is within twenty feet ~~of the right-of-way~~ abutting the front lot line, a fence along the street-facing facade line is not required to comply with the fence height limitation of EMC 19.40.010(4)(a).

e. Conditional Uses. For development subject to the conditional use process, fences may deviate from the standards in this section as approved by the review authority.

f. Corner Sites and Vision Clearance. See EMC 19.41.060(B).

B. MU Zones.

1. Height and Location. Fences may be up to six feet in height if the fence is at least ten feet from the back of the sidewalk and is at least seventy percent transparent. The transparency requirement shall not apply to any fence thirty-six inches or less in height. If no sidewalk exists, the fence must be set back a minimum of ten feet from where the sidewalk will be placed in the future as determined by the city engineer.

2. Materials. Chain link, wire, corrugated, sheet metal or other similar types of fences are prohibited.

C. Freeways (I-5 and SR-526). Fences abutting freeways shall have no height limit.

D. Mixed-Use and Industrial Zones. Fences in mixed-use and industrial zones shall not exceed ten feet in height, including barbed wire located on top of the fence except:

1. Any fence taller than forty-two inches must be set back a minimum of ten feet or the required landscape width, whichever is greater, from any lot line along a street; and

2. Any fence within ten feet of a residentially zoned property shall not exceed seven feet in height.

3. See subsection (B) of this section for fence height restrictions in the MU zones.

E. Retaining Walls and Berms. Fences placed on top of berms shall be constructed so as not to exceed the maximum height allowed if the berm were not there. Fences placed upon rockeries or retaining walls shall be permitted to be constructed to the maximum allowable fence height above the rockery or retaining wall, provided the rockery or retaining wall does not exceed a height of six feet. Fences constructed on top of retaining walls which are greater than six feet in height shall not exceed a maximum fence height of forty-two inches.

**Section 36.** A new chapter is added to Title 19 EMC as follows:

## **CHAPTER 19.54 INCLUSIONARY ZONING**

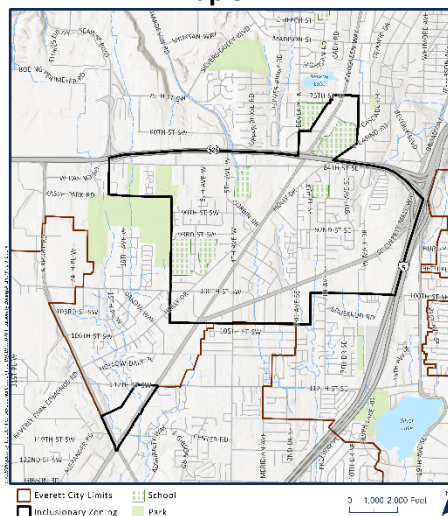
### **19.54.010 Purpose.**

The purpose of this section is to address the need for affordable housing and to provide opportunities for low-income households to live near transit and employment.

### **19.54.020 Applicability**

Inclusionary housing requirements shall apply to new residential development under this chapter within the area indicated in Map 54-1.

**Map 54-1**



### **19.54.030 Exemptions and reductions.**

A. Inclusionary zoning requirements under this section are waived for:

1. Projects resulting in fewer than six dwelling units.
2. Projects subject to a development agreement.

B. Inclusionary zoning requirements under this section, including the alternative compliance fee in lieu, shall be reduced by half for projects resulting in at least six but no more than fifteen dwelling units.

### **19.54.040 Requirements.**

A. For dwelling units intended for rent:

1. At least twenty percent of the dwelling units must be affordable to households whose income is at or below eighty percent of the median household income for Snohomish County, adjusted for household size; and



2. Of the affordable dwelling units required under subsection (A)(1), at least one half must be affordable to households whose income is at or below sixty percent of the median household income for Snohomish County, adjusted for household size;

B. For dwelling units intended for owner occupancy:

1. At least twenty percent of the units affordable to households whose income is at or below one hundred percent of the median household income for Snohomish County, adjusted for household size;

C. Affordable housing units that are provided under this section shall remain as affordable housing for a minimum of 50 years, as provided in a recorded covenant running with the land. The covenant shall be approved by the Planning Director and filed for recording with the county auditor prior to the issuance of a certificate of occupancy for any applicable structure.

**19.54.050 Review process.**

A. Prior to the issuance of any permit(s), the department shall review and approve the location and unit mix of the affordable housing units consistent with the following standards:

1. The location of the affordable housing units shall be intermingled with all other dwelling units within the development, with no more than three affordable units next to each other.

2. The tenure (ownership or rental) of the affordable housing units shall be the same as the tenure for the rest of the housing units in the development.

3. The bedroom mix of affordable housing units in any project shall be in the same ratio as the bedroom mix of the market rate units of the project;

4. The floor area of the affordable housing units shall not be less than 90 percent of the average gross floor area of the market rate units within the project with the same number of bedrooms; and

5. The exterior materials, interior materials, and design of the affordable housing units must be comparable with the other dwelling units in the development, with similarity in building finishes, rooflines, and landscaping.

6. Construction of the affordable housing units shall be concurrent with the construction of market-rate dwelling units

**19.54.060 Alternative compliance – fee in lieu.**

The Planning Director may approve a request for satisfying all or part of the affordable housing requirements with a fee in lieu equal to fifteen dollars per square foot of gross floor area subject

to this section. A fee in lieu under this subsection may be deferred under subsection EMC 19.54.070.

A. For dwelling units intended for rent, the fee in lieu under this section is equal to fifteen dollars per square foot of gross floor area subject to this section.

B. For dwelling units intended for owner occupancy, the fee in lieu under this section is equal to nine dollars per square foot of gross floor area subject to this section. The reduced fee in lieu granted under this subsection must be conditioned upon requiring the applicant to record a covenant approved by the planning director to assure owner occupancy. At a minimum, the covenant must require owner occupancy of each dwelling unit subject to this subsection for a period of twelve years and require that, if the property is converted to a rental, the property owner must pay the applicable difference in between the fee in lieu for dwelling units intended for rent and the fee in lieu for dwelling units intended for owner occupancy in effect at the time of conversion or in effect at the time of construction, whichever is greater. Covenants required by this subsection must be recorded with the Snohomish County auditor.

#### **19.54.070 Deferred fee in lieu.**

A fee in lieu under subsection EMC 19.54.060 may be deferred until six months after a certificate of occupancy is issued for a dwelling unit subject to this section.

A. An applicant seeking a deferral under this subsection (G) may be required to grant and record a deferred fee lien against the property in favor of the city in the amount of the deferred fee. The deferred fee lien, which must include the legal description, tax account number, and address of the property, must also be:

1. In a form approved by the city;
2. Signed by all owners of the property, with all signatures acknowledged as required for a deed, and recorded in Snohomish County;
3. Binding on all successors in title after the recordation; and
4. Junior and subordinate to one mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees.

B. Upon receipt of final payment of all deferred fees for a property, the county, city, or town must execute a release of deferred impact fee lien for the property. The property owner at the time of the release, at the property owner's expense, is responsible for recording the lien release.

C. The extinguishment of a deferred impact fee lien by the foreclosure of a lien having priority does not affect the obligation to pay the impact fees as a condition of final inspection, certificate of occupancy, or equivalent certification, or at the time of closing of the first sale.

#### **19.54.080 Eligibility for multifamily tax exemption.**

Dwelling units satisfying the affordability requirements of this section may also satisfy the affordable housing requirements of Chapter 3.78 EMC.

**Section 37.** 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 and ordinance numbering.

**Section 38.** 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.

---

Cassie Franklin, Mayor

ATTEST:

---

City Clerk

## STAFF MEMORANDUM

**TO:** Everett City Council  
**FROM:** Yorik Stevens-Wajda, Planning Director  
**DATE:** December 18, 2025  
**SUBJECT:** Everett 2044 Housekeeping Ordinance

### BACKGROUND

The Everett 2044 Comprehensive Plan and Development Regulation Periodic Update was adopted June 18, 2025, via ordinances [4101-25](#) and [4102-25](#), with an effective date of July 8, 2025. The [comprehensive plan](#) is available at [everettwa.gov/3365/2044-Comprehensive-Plan](http://everettwa.gov/3365/2044-Comprehensive-Plan). The updated [development regulations](#) are available through the online municipal code viewer at [everett.municipal.codes/EMC/](http://everett.municipal.codes/EMC/)

In the months since adoption of the development regulations, staff have identified errors and provisions that are difficult to interpret accurately and consistently. This is the first of what could be several housekeeping ordinances to correct errors and clarify provisions in the development regulations.

The planning commission adopted [PC Resolution 25-02](#) on November 18, 2025, recommending approval of a set of amendments to correct errors and clarify regulations.

### REVIEW CRITERIA

Criteria for amending the development regulations (unified development code) include:

- a. The proposed amendment is consistent with the applicable provisions of the Everett comprehensive plan; and
- b. The proposed amendment bears a substantial relation to public health, safety or welfare; and
- c. The proposed amendment promotes the best long-term interests of the Everett community.

### STATE ENVIRONMENTAL POLICY ACT

The city has issued a Determination of Significance and Adoption of [Everett 2044 Periodic Update Final Environmental Impact Statement](#) for this proposal, meaning that the environmental impacts of the proposal have already been studied and reported earlier in the [Everett 2044 Periodic Update](#).

### EXHIBITS

Exhibit A – Proposed Code Amendments and explanations



EXHIBIT A – PROPOSED CODE AMENDMENTS

| Ordinance/Code Section  | Proposed Amendment  | Comments  |
|---|---|---|
| <u>Ord. Section 1</u><br><br>EMC 14.16.430 Single and multiple metered services— regulations and charges. | <p>A. <i>Residential dwelling units – Separate meters required.</i> Each residential dwelling unit (as defined by the current edition of the International Residential Code for one- and two- unit dwellings) shall require a separate metered service. The required permit(s) shall be obtained, and a separate metered service shall be installed to each dwelling unit. Each meter shall be charged for water service independently and shall remain liable for a lien for water charges as provided in Section 14.16.850.</p> <p>1. Where multiple existing dwelling units share a single metered service, separation of the service and installation of a separate metered service to each dwelling unit may be required at the discretion of Public Works.</p> <p><u>2. At the discretion of Public Works, a single shared water service and meter may be permitted for a new dwelling unit being added within or attached to an existing one-unit dwelling, provided both units remain under single ownership.</u></p> <p>B. <i>Commercial structures – Single metered service.</i> Commercial structures (as defined by the current edition of the International Building Code, including multi-family structures with three or more dwelling units) shall provide a single metered service per structure, sized per the current edition of the Uniform Plumbing code.</p> <p>1. Multiple metered services may be permitted for separate non-residential tenant spaces within a commercial structure at the discretion of Public Works.</p> | Provides flexibility for the city to allow shared water service and meter for addition of one dwelling unit to an existing one-unit dwelling.   |
| <u>Ord. Section 2</u><br><br>EMC 19.03.030 Purpose and application of zone districts                      | <p>4. <del><i>Airport/Port/ and Navy Compatibility Overlay Zone (APN).</i></del> The purpose of the <del>APN Airport and Navy</del> compatibility zones is to protect Paine Field Airport, <del>Port of Everett</del>, and Naval Station Everett from nearby incompatible land uses and development by implementing special development standards and project permit notice procedures.</p>   | Corrects name of the zone in EMC 19.17. Does not change any regulations, standards, or applicability.   |
| <u>Ord. Section 3</u><br><br>EMC 19.04.030 Lot, building, and structure definitions                       | <p><del>“Street-facing dwelling unit facade” means a ground or first floor of a dwelling unit facade facing, and within thirty feet of, a front or side street lot line on a public street.</del></p>   | <p>This definition, carried over from previous code, is only used in two places and it does not add value to either.</p> <p><b>19.08.030(A)</b> New dwelling units that include any façade within thirty feet of a public street right-of-way must face the street, which means including a <b>street-facing dwelling unit façade</b> that includes one of the front porch or entrance types in EMC 19.08.050 facing the public street for each individual dwelling or shared building entry.</p> <p><b>19.08.060(A)(3)</b> The width of the garage wall facade within thirty-five feet of a public street may be up to fifty percent of the width of the <b>street-facing dwelling unit facade</b>, except that a garage wall facade set back a minimum of twenty feet behind the front facade of the dwelling unit is allowed a two-car-wide garage facade of up to twenty feet wide. (See Figure 8-2 below.)</p> <p>A similar term, street-facing façade, appears in the updated regulations in a few places:</p> <p><b>19.08.040(B)(5)</b> Transparency. At least fifteen percent of the area of each <b>street-facing facade</b> must be windows or main entrance doors. Windows used to meet this standard must allow views from the building to the street. Glass block does not meet this standard. Windows in garage doors do not count toward meeting this standard.</p> <p><b>19.08.060(4)</b> Where the public <b>street-facing facade</b> of the dwelling unit is less than twenty-two feet in length, an attached garage is prohibited as part of that facade.</p> <p><b>19.09.030(C)</b> Distance from Grade. The main entrance required by subsection (B)(3) of this section must be within four feet of average grade, measured at the outermost corners of the <b>street-facing facade</b>.</p> <p><b>19.34.120(B)(2)</b> ... parking in the area between a <b>street-facing facade</b> and the street must be on a paved surface as allowed by EMC 19.34.110(C)</p> <p><b>19.40.010(4)(d)</b> Where a structure is within twenty feet of the right-of-way abutting the front lot line, a fence along the <b>street-facing facade</b> line is not required to comply with the fence height limitation of EMC 19.40.010(4)(a).</p> <p>Only the transparency standard might be affected by the definition... it could be interpreted that the transparency standard only applies to the ground floor.</p> |



| Ordinance/Code Section  | Proposed Amendment  | Comments   |
|---|---|--|
| <p><u>Ord. Section 4</u></p> <p>EMC 19.04.050 Use definitions, residential</p>                  | <p><del>“Transit Stop, Frequent” means stops for a bus or other transit mode providing actual fixed route service at intervals no longer than 15 minutes per hour for at least five full hours during the peak hours of operation on weekdays</del></p>   | <p>Term is not used elsewhere. There is a reference to frequent transit in the parking chapter (EMC 19.34.060) but the term is defined within the sentence in that section.</p>  |
| <p><u>Ord. Section 5</u></p> <p>EMC 19.05.045 Neighborhood Commercial</p>                       | <p>B. Neighborhood Commercial uses are permitted in residential zones in the following areas:</p> <p>2. In buildings historically used for and built for commercial/<del>residential</del> <u>or</u> mixed use, including buildings for which a legal nonconforming use has discontinued or ceased; and</p>   | <p>Simplifying the definition of mixed use, which will almost always include residential as one component.</p>   |
| <p><u>Ord. Section 6</u></p> <p>EMC 19.05.090 Table 5-2 (commercial use table)</p>              | <p><sup>17</sup>In Metro Everett on TOD or pedestrian streets: Clinics are a prohibited use on the ground floor; provided, however, that the following are not considered clinics for the purpose of this restriction: birthing centers, dentists, psychiatrists, chiropractors, physical therapists, optometrists or ophthalmologists.</p> <p><sup>(a)</sup>Government public health agency uses providing clinical services shall be deemed to be a permitted use on the ground floor within <del>the MU or LI1/LI2 zone</del> <u>mixed use or industrial zones</u>.</p> <p><sup>(b)</sup>Health events on a property within <del>the MU or LI1/LI2 zone</del> <u>mixed use or industrial zones</u> providing clinical health services to the general public, not exceeding three days in duration and occurring not more than once every ninety days, shall be exempt from the prohibition of clinics on the ground floor.</p>   | <p>Zoning districts have been renamed and redefined. LI1/LI2 no longer exists.</p>   |
| <p><u>Ord. Section 7</u></p> <p>EMC 19.06.070 Minimum lot area—averaging in land divisions.</p> | <p><del>E. The small lot single family development standards of EMC 19.08.020 shall apply to single family dwellings on lots with less than five thousand square feet created using the lot area averaging process;</del></p>   | <p>EMC 19.08.020 no longer includes small lot single-family development standards.</p>   |
| <p><u>Ord. Section 8</u></p> <p>EMC 19.08.010 Intent applicability, and overview.</p>           | <p><del>This chapter addresses:</del></p> <p><del>A. Development standards for:</del></p> <p><del>1. Development in the Neighborhood Residential or Neighborhood Residential Constrained zones, and</del></p> <p><del>2. In other zones, development of detached one and two unit dwellings and any number of townhouses up to three stories in height, along with their accessory structures.</del></p> <p><del>B. This Chapter provides standards to ensure that new development accomplishes the following:</del></p> <p><del>1. Makes a positive contribution to the development pattern of the area;</del></p> <p><del>2. New or altered structures are compatible with the design and use of existing structures on neighboring properties;</del></p> <p><del>3. Does not impact in a substantial negative manner the habitability of neighboring properties;</del></p> <p><del>4. Design sites to have both an external orientation to the streetscape and an internal orientation to the residential environment with unifying open space and pedestrian pathways; and</del></p> <p><del>5. Design emphasis should be given to the pedestrian, rather than the auto environment, through placement of parking in a less prominent location</del></p> <p><u>A. Purpose. This Chapter provides standards to ensure that new development accomplishes the following:</u></p> <p><u>1. Makes a positive contribution to the development pattern of the area;</u></p> <p><u>2. New or altered structures are compatible with the design and use of existing structures on neighboring properties;</u></p> <p><u>3. Does not impact in a substantial negative manner the habitability of neighboring properties;</u></p> <p><u>4. Design sites to have both an external orientation to the streetscape and an internal orientation to the residential environment with unifying open space and pedestrian pathways; and</u></p> | <p>Makes the intent, applicability, and overview section of EMC 19.08 consistent with EMC 19.09. No change to purpose statements or applicability. Adds exemptions, consistent with EMC 19.09, for internal remodels and conversions (with minor exterior changes); e.g., converting a basement to a dwelling.</p> |

| Ordinance/Code Section   | Proposed Amendment   | Comments   |
|--|--|--|
|  | <p><u>5. Design emphasis should be given to the pedestrian, rather than the auto environment, through placement of parking in a less prominent location.</u></p> <p><u>B. Applicability. The standards in this chapter apply to the following:</u></p> <p><u>1. Development in the Neighborhood Residential or Neighborhood Residential-Constrained zones, and;</u></p> <p><u>2. In other zones, development of detached one- and two-unit dwellings and any number of townhouses up to three stories in height, along with their accessory structures.</u></p> <p><u>C. Exceptions. The following are excepted from the requirements of this chapter:</u></p> <p><u>a. Minor exterior alterations, provided, however, the alteration shall meet the following:</u></p> <p><u>i. The alterations to the exterior shall meet the applicable standards of this chapter;</u></p> <p><u>ii. The alterations do not create a greater nonconformance unless otherwise allowed through modification of standards; and</u></p> <p><u>iii. The alterations are not as a result in a change of use or occupancy (see subsection (B)(2)(c) of this section).</u></p> <p><u>b. Interior alterations which do not change the exterior appearance of the building and/or site.</u></p> <p><u>c. Change of use or occupancy which is either a minor exterior alteration or interior alterations; provided, however, that if the change in use or occupancy creates additional off-street parking, the development shall meet the parking requirements of this title, Chapter 19.34 EMC (Parking) and, as required, Chapter 19.35 EMC (Landscaping) and Chapter 19.33 EMC (Streets, Sidewalks and Pedestrian Circulation).</u></p> |  |
| <p><u>Ord. Section 9</u></p> <p>EMC 19.08.020</p> <p>Neighborhood Residential General Standards.</p> | <p><u>D. See Chapter 19.35 EMC for landscaping and street tree requirements.</u></p>   | <p>Moved this reference here from EMC 19.08.040(D)(2)</p>  |
| <p><u>Ord. Section 10</u></p> <p>EMC 19.08.030</p> <p>Neighborhood Residential Site Design</p>       | <p>A. New dwelling units that include any façade within thirty feet of a public street <u>right-of-way</u> must face the street, which means including a street-facing dwelling unit façade that includes one of the front porch or entrance types in EMC 19.08.050 facing the public street for each individual dwelling or shared building entry.</p> <p>1. Private yard. A private yard is required for dwelling units without direct access to a shared yard.</p> <p>a. Required private yards must have direct access from the associated dwelling unit.</p> <p>b. A private yard shall be a minimum of eight feet in any direction, no less than eighty square feet in area</p> <p>c. Required private yards may be located in a required <u>landscaping area, required</u> setback area, or on top of a roof.</p> <p>d. Private yards shall not include driveways, pathways, parking areas, buildings, or critical areas or their buffers.</p> <p>2. Shared yard. A shared yard is required for dwelling units without direct access to a private yard.</p> <p>a. Required shared yards must have direct access from the associated dwelling unit.</p> <p>b. For shared yards with up to five associated dwelling units, the required shared yard must be a minimum of fifteen feet in any direction, no less than 300 square feet in area.</p> <p>c. For shared yards with six or more associated dwelling units, the required shared yard(s) must be a minimum of twenty feet in any direction, no less than 10% of the lot in area.</p> <p>e <u>d. Required shared yards may be located in a required landscaping area or required setback area.</u></p>   | <p>Clarify that the edge of a public street is the edge of the street's right-of-way.</p> <p>This subsection does not indicate whether private/shared yards under 19.08 may be located in a required landscaping area. Historically, required common/open space under EMC 19.09.050 has not been allowed within required landscaping areas, resulting in a staff proposal to clarify that yards may not be located within required perimeter or street-frontage landscaping areas.</p> <p>The planning commission recommended, at its September 16, 2025 meeting, allowing private and shared yards to overlap required landscaping areas. The proposed code amendments were then updated accordingly to allow yards to overlap landscaping areas.</p> |

| Ordinance/Code Section   | Proposed Amendment  | Comments  |
|--|---|---|
|  | <del>d</del> <u>e</u> . Shared yards shall not include driveways, pathways, parking areas, buildings, or critical areas or their buffers.   |   |
| <u>Ord. Section 11</u><br>EMC 19.08.040<br>Neighborhood Residential<br>Building design standards | A. <u>Applicability.</u> The design standards in this section apply to <del>front façades, side street façades, side interior façades, and rear façades</del> <u>new dwelling units that include any façade within thirty feet of a public street right-of-way. Fire walls, visible party walls, and side interior façades less than 5 feet from a shared lot line are exempt.</u>  | Limit applicability of this section to new dwelling units having any façade within 30’ of a public street right-of-way, consistent with policies in the comprehensive plan that focus on streetscape, e.g., <i>DD-1 Maintain a continuous, consistent, walkable, and human-scaled pedestrian environment at the interface of buildings and the public realm. Promote interaction between indoor and outdoor activities to create an inclusive and vibrant public realm.</i> |
|  | <del>2</del> <u>3</u> . Roofs.<br><del>b</del> <u>a</u> . Roofs, excepting rooftop decks or flat roofs, must incorporate at least one of the following architectural elements in roof forms: vertical or horizontal changes in rooflines; varied roof forms; dormers; deep roof overhangs (more than twenty-four inches); rafter tails, brackets, corbels, or other decorative supports; and/or prominent cornice, soffit, or fascia details.<br><del>3</del> <u>4</u> . Exterior Stairs. Fire escapes and exterior stairs providing access to an upper floor are not allowed on any facade that faces a street unless another building is between the façade and the public street.<br>4 <u>5</u> . Transparency. At least fifteen percent of the area of each street-facing facade must be windows or main entrance doors. Windows used to meet this standard must allow views from the building to the street. Glass block does not meet this standard. Windows in garage doors do not count toward meeting this standard. | Correct lettering/numbering.  |
|  | <del>D. Landscaping/Screening.</del><br><del>1. See Chapter 19.35 EMC for landscaping and street tree requirements.</del><br><del>2. Screening of waste containers from view of neighboring properties is required.</del>   | Moved the reference to the landscaping chapter to EMC 19.08.020(D)<br><br>Consolidated the waste screening requirement for Neighborhood Residential zones into Chapter 19.39 EMC.   |
|  |   |   |
| <u>Ord. Section 12</u><br>EMC 19.08.050 Front porch<br>and entrance requirements.                | <del>2. The ground floor, for a minimum depth as identified in [sic] 19.08.040(B)(1), is required to be habitable/occupiable space in compliance with this Chapter. Accessibility is provided through the front porch or entrances.</del>   | This subsection duplicates EMC 19.08.040(B)(2) without adding anything new.   |
|  | C. Porch Projecting. <del>1. Description.</del> The main façade of the building is set back from the front or side street lot line with a covered structure (the porch) encroaching into the front setback. The resulting setback area may be defined by a fence or hedge to spatially maintain the edge of the street. The Porch may be one or two stories, is open on three sides, with all habitable space located behind the building setback line.<br>Table 8-1 ... Notes: ... <del>The porch is not required to be covered.</del>   | Makes similar each porch subsection format.<br><br>The description of Porch Projecting refers to “a covered structure”.   |
|  | <del>C. E. Dooryard. ...</del><br><del>D. F. Stoop.</del><br><del>E. G. Common Entry.</del>   | Correct lettering/numbering.  |
|  |   |   |
| <u>Ord. Section 13</u><br>EMC 19.08.060 <u>Attached</u><br>Garage requirements                   | A. <u>Applicability.</u> The design standards in this section apply to new dwelling units that include any façade within thirty feet of a public street right-of-way.<br>A <u>B. Attached Garage Setbacks and Lengths Widths.</u> The purpose of these standards is to encourage residential character and lessen the visual prominence of garages along public street frontages where applicable.<br>1. See Chapter 19.34 EMC for access and driveway requirements, including the requirement to obtain access from an alley if available.<br>2. Except along alleys, all garage wall facades facing the street shall be set back a minimum of five feet behind the <del>front</del> <u>street-facing</u> wall of the primary building mass.   | Limit applicability of this regulation to garage facades within 35’ of the street (for a front façade within 30’ of the street, plus the 5’ garage setback). Clarify “facing the street” and “front wall”. Use “width” instead of “length” for this dimension.<br><br>Limit applicability to <i>attached</i> garages.   |



| Ordinance/Code Section   | Proposed Amendment  | Comments  |
|--|---|---|
|  | <p>3. The <del>length</del> width of the garage wall facade facing a public street may be up to fifty percent of the <del>length</del> width of the street-facing <del>dwelling unit</del> facade, except that a garage wall facade set back a minimum of twenty feet behind the <del>front</del> street-facing facade of the dwelling unit is allowed a two-car-wide garage facade of up to twenty feet <u>wide</u>. (See Figure 8-2 below.)</p> <p>4. Where the public street-facing facade of the dwelling unit is less than twenty-two feet in length, an attached garage is prohibited as part of that facade.</p> <p>5. Semi-subterranean garages are allowed to project above the adjacent finished grade by up to 4 feet.</p>   |   |
| <u>Ord. Section 14</u><br>EMC 19.08.110 Residential accessory buildings. | The following requirements apply to all buildings which are accessory to residential uses <del>in the NR or NR-C zones:</del>   | Applicability for EMC 19.08 is provided in 19.08.010  |
|  | II. Porches. Any porch, including any covered decks or patios which are an integral part of the porch are not considered an accessory building and subject to these provisions. See Chapter 19.06 EMC for lot coverage requirements <u>and EMC 19.08.050 for front porch and entrance requirements.</u>   | Adding cross reference.   |
|  | 1) Maximum Size:...<br><del>d) If the principal use is a housing type with maximum floor to area ratios (FAR), please see FAR limits that may affect the size of residential accessory buildings.</del>   | Maximum floor-to-area ratios were removed from Title 19 EMC in the periodic update.   |
|  | 2) Setbacks, Front and Side Street:<br><del>a) Any accessory residential structure located within the rear setback area required for a principal dwelling shall have a minimum separation from the principal dwelling of 10 feet, not including eaves or other building appurtenances.</del><br><del>b) See Chapter 19.06 EMC.</del>  | The 10' separation between principal buildings had been removed in the periodic update. Likewise, staff believes that any required separation between principal buildings and accessory residential structures is best handled through the building code.   |
| <u>Ord. Section 15</u><br>EMC 19.09.010 Purpose and applicability.       | B. Applicability. <ol style="list-style-type: none"> <li>1. The standards in this chapter apply to <del>residential</del> development within the UR4, UR7, MU4, MU7, MU15, MU25, and LI-MU zones.</li> <li>2. Exceptions. The following are excepted from the requirements of this chapter:               <ol style="list-style-type: none"> <li>a. For development standards for detached one- and two-unit dwellings and any number of townhouses up to three stories in height, along with their accessory structures, refer instead to Chapter 19.08 EMC.</li> <li>b. Minor exterior alterations, provided, however, the alteration shall meet the following:                   <ol style="list-style-type: none"> <li>i. The alterations to the exterior shall meet the applicable standards of this chapter;</li> <li>ii. The alterations do not create a greater nonconformance unless otherwise allowed through modification of standards; and</li> <li>iii. The alterations are not as a result in a change of use or occupancy (see subsection (B)(2)(c) of this section).</li> </ol> </li> <li>c. Interior alterations which do not change the exterior appearance of the building and/or site.</li> <li>d. Change of use or occupancy which is either a minor exterior alteration or interior alterations; provided, however, that if the change in use or occupancy creates additional off-street parking or uses outdoor areas to conduct business or store materials, the development shall provide the following:                   <ol style="list-style-type: none"> <li>i. The development shall meet the parking requirements of this title, Chapter 19.34 EMC (Parking, Loading and Access Requirements) and, as required, Chapter 19.35 EMC (Landscaping) and Chapter 19.33 EMC (Streets, Sidewalks and Pedestrian Circulation); and</li> <li>ii. Any building alteration includes weather protection as required by this chapter.</li> </ol> </li> </ol> </li> </ol> | Chapter 19.09 Urban Development Standards should apply to all development in applicable zones, not just residential buildings. The distinction is a holdover from when 19.09 addressed residential buildings and 19.12 addressed non-residential buildings... the two are now combined in 19.09.<br><br>Corrected zone names and lettering/numbering. |

| Ordinance/Code Section  | Proposed Amendment  | Comments   |
|---|---|--|
|   | <p><del>2-3.</del> Conflicts. In the event of a conflict between these requirements and the standards of other sections of the Unified Development Code, these requirements shall control; provided, however, the requirements established as part of the creation of any historic overlay zone shall take precedence over any conflicting requirements in this chapter.</p> <p><del>3-4.</del> Mixed Developments. For mixed developments refer to the following sections as applicable, provided that the Planning Director is authorized to interpret applicability to provide for reasonable accommodation of mixed-use and commercial development encouraged by the comprehensive plan:</p> <ul style="list-style-type: none"> <li>a. For development standards for detached one- and two-unit dwellings and any number of townhouses up to three stories in height, along with their accessory structures, refer to Chapter 19.08 EMC; and</li> <li>b. For development standards for residential development other than detached one- and two-family dwellings and townhouses up to three stories in height, along with their accessory structures, refer to this Chapter 19.09 EMC; and</li> <li>c. For development standards for nonresidential development, refer to EMC 19.09.200 through EMC 19.09.260</li> </ul> <p><del>4-5.</del> Future Phases. When residential development is proposed to be added as a later phase to an existing development which does not meet the requirements contained herein, the requirements contained herein shall apply, but may be modified by the planning director as needed to provide for continuity between the existing and proposed phases of development.</p> <p>6. UR4, UR7, MU4, MU7, MU15, MU25, and LI<del>1</del><u>MU</u> Zones. See EMC 19.09.200 through 19.09.260 for applicable development standards.</p> <p>C. LI<del>2</del> and HI Zones. See EMC 19.09.300 and 19.09.310 for applicable development standards.</p> |  |
| <p><u>Ord. Section 16</u></p> <p>EMC 19.09.050 Required amenity space, including outdoor and common areas.</p>  | <p>7. Expansion of Residential Development. Where an increase in the number of dwelling units for a residential development is proposed, <del>common area</del> <u>amenity space</u> shall be provided in accordance with the requirements of this chapter, minus the amount of <del>common area</del> <u>amenity space</u> by which the previous residential development was deficient.</p>  | <p>Term was revised to “amenity space”</p>   |
| <p><u>Ord. Section 17</u></p> <p>EMC 19.09.070 Inclusionary zoning</p>  | <p>Move section to own chapter, split subsections into sections. See Ordinance section 36 for new chapter structure.</p>  | <p>Better fits organizational structure, more visible and accessible, avoids confusion over applicability.</p>                     |
| <p><u>Ord. Section 18</u></p> <p>EMC 19.09.300 Building design standards applicable to the LI and HI zones.</p> | <p>A. Applicability. The following standards apply to development of properties located within the LI and HI zones. For properties located within the airport/<del>port</del>/navy compatibility overlay zone, see Chapter 19.17 EMC for additional use and development standards.</p> <p>...</p> <p>b. Horizontal Articulation. Horizontal articulation is required to visually break up the massing of the ground floor of the front and side street (corner) facades into segments no greater than sixty feet in width for the LI<del>2</del> zone and one hundred feet in width for the HI zone. Examples of horizontal articulation include bays, mullions, columns, piers, pilasters, recessed entries, awnings, or other architectural treatments.</p>   | <p>Corrected zone names.</p>   |
| <p><u>Ord. Section 19</u></p> <p>EMC 19.13.250 Short-term rentals.</p>  | <p>Short-term rentals shall comply with the following provisions:</p> <p>A. License Required. A city business license is required to operate a short-term rental. No more than two short-term rental sites may be operated by any individual, marital group, a group of people, or a corporate entity such as an LLC, within the city.</p> <p>B. Location. A short-term rental use may be located in a dwelling unit <del>or an accessory dwelling unit. See EMC 19.08.100 for applicable accessory dwelling unit requirements, including owner occupancy if applicable.</del></p> <p>C. Number of Guests. The total number of guests occupying a dwelling unit may not exceed eight on a site, including any site with an accessory dwelling unit.</p> <p>D. Signs. No signs identifying the use as a short-term rental are permitted.</p>   | <p>Accessory dwelling units are dwelling units. 19.08.100 no longer exists. Hyphenating the term in the title for consistency.</p> |

| Ordinance/Code Section  | Proposed Amendment   |      |                   |      |                              |               |   |   | Comments  |  |
|---|--|------|-------------------|------|------------------------------|---------------|---|---|---|--|
| <u>Ord. Section 20</u><br><br>EMC 19.22.020 Heights for principal and accessory buildings   | Height standard  | Zone |                   |      |                              |               |   |   | Remove hyphens from zone names in Table 22-1 and Table 22-2   |  |
|   | NR-C   | NR   | UR-4 <sup>1</sup> | UR-7 | MU-4                         | MU-7          | MU-15                                     | MU-25   |   |  |
|   |  |      |                   |      |                              |               |   |   |   |  |
|   | Zone   |      |                   |      |                              |               |   |   |   |  |
|   | Neighborhood Residential   |      | UR-4              |      |                              | UR-7          |   |   |   |  |
| <u>Ord. Section 21</u><br><br>EMC 19.22.030 Where height reductions are required.   |  |      |                   |      | Column A                     | Column B      | Column C*                                 | LI-MU and LI are listed twice. Since LI-MU and LI have their own rows; the correction is to remove the duplicates from the first row. |   |  |
|   |  |      |                   |      | Zone(s) (Development Site)   | Adjacent Zone | Distance to Match Height to Adjacent Zone |   |   |  |
|   |  |      |                   |      | UR-7, MU-7, MU-15, LI-MU, LI | NR            | 50'                                       |   |   |  |
|   |  |      |                   |      | LI-MU                        | NR or UR4     | 75'                                       |   |   |  |
|   |  |      |                   |      | LI                           | NR or UR4     | 100'                                      |   |   |  |
|   | B. <i>Height Reductions—Adjacency, Table.</i><br><br>1. Table 22-4 requires height reductions where a development site is in a zone identified in Column A and which abuts an adjacent zone shown in Column B. In these circumstances, the development must adhere to the height limits in the adjacent zone (from Column B) for the distance specified in Column C. If the proposed development abuts a residential zone that is not within the city limits, the height limits assumed will be <del>twenty-eight</del> <u>thirty-five</u> feet. |      |                   |      |                              |               |   |   | Abutting zones in unincorporated Snohomish County allow buildings at least up to 35'.   |  |
| <u>Ord. Section 22</u><br><br>EMC 19.25.040 Evaluation criteria—Subdivision, short subdivision, unit lot land division, alteration or vacation. | D. <i>Unified Development Code.</i> The proposed project and design shall meet the requirements of this title, including but not limited to the following:<br><br>...<br><br>5. Chapter 19.34 EMC, Parking, <del>Loading and Access Requirements</del> ;   |      |                   |      |                              |               |   |   | Corrected to new name of Chapter 19.34 EMC  |  |
| <u>Ord. Section 23</u><br><br>EMC 19.34.050 Exceptions to off-street Vehicle parking space requirements.  | B. Development under EMC 19.08 within one-half mile <u>walking distance</u> of a public transit stop served by bus rapid transit or rail.  |      |                   |      |                              |               |   |   | Clarifying that the distance to transit is walking distance, consistent with other parking-related distance measurements and RCW. |  |
| <u>Ord. Section 24</u><br><br>EMC 19.34.060 Reductions to off-street Vehicle parking space requirements.  | 1. Parcels within one-quarter mile walking distance of a public transit stop <del>with</del> that receives transit service at least four times per hour for twelve or more hours per day   |      |                   |      |                              |               |   |   | Stray word.   |  |
| <u>Ord. Section 25</u><br><br>EMC 19.34.100 Location of off-street Vehicle parking.   | D. Vehicle parking Location—Alley Requirements for <del>Multifamily and Nonresidential</del> <u>Structured vehicle parking garages</u> . Structured vehicle parking garages accessed from the rear with no internal turnaround shall be set back at least twenty-five feet from the far side of the alley, except as otherwise approved by city engineer.  |      |                   |      |                              |               |   |   | This regulation provides for safe and efficient circulation in alleys and should apply to all development.                        |  |
|   | E. Parking between buildings and streets. Surface parking <del>lots</del> shall not be located directly between a public street and a building unless another building is closer to the public street, as illustrated in Figure 34-2, except:<br><br>1. Residential zones in driveways meeting the standards of EMC 19.34.110; or<br><br>2. When vehicle parking is located completely below grade and any required landscaping is provided on top of the parking structure.   |      |                   |      |                              |               |   |   | “Lots” is not defined.  |  |

| Ordinance/Code Section  | Proposed Amendment  |   |   |   |  | Comments   |          |                    |          |   |                             |   |    |   |    |   |
|---|---|---|---|---|--|--|----------|--------------------|----------|---|-----------------------------|---|----|---|----|---|
| <u>Ord. Section 26</u><br><br>EMC 19.34.110 Vehicular Access to Off-Street parking – Alleys and driveways.        | 1. For non-alley access lots, the maximum driveway width within twenty feet of the <del>right-of-way abutting the front lot line</del> <u>of the street side lot line</u> shall not exceed thirty feet, or fifty percent of the lot frontage width, whichever is less. However, where a driveway is permitted, a minimum driveway width of ten feet will be allowed;  |   |   |   |  | Reverts the driveway width limitation along a street side lot line to pre-Everett 2044 regulation, which was inadvertently dropped in the update, and simplifies wording (the edge of the “front lot line” is the same as the edge of the “right-of-way abutting the front lot line”).   |          |                    |          |   |                             |   |    |   |    |   |
| <u>Ord. Section 27</u><br><br>EMC 19.34.120 Parking area design and construction.                                 | 3. <del>Residential</del> <u>Dimensional</u> exception. Existing, legally established vehicle parking spaces <u>for residential development</u> established prior to June 6, 2024 are not required to be resized or modified to meet current parking requirements, except for compliance with the Americans with Disabilities Act, <del>per RCW 36.70A.</del>   |   |   |   |  | RCW 36.70A.622 only applies to parking spaces for residential development. RCW does not need to be cited.  |          |                    |          |   |                             |   |    |   |    |   |
| <u>Ord. Section 28</u><br><br>EMC 19.34.170 Bicycle Facilities, Required Counts                                   | B. For all <u>nonresidential</u> uses, a minimum of 2 long term and 2 short term bicycle spaces are required.   |   |   |   |  | Two long term and two short term bicycle spaces is more than necessary for a single dwelling unit. Removing this baseline minimum for residential would revert the minimum for a single dwelling unit to one long-term space, or two (because of rounding) within mixed-use centers.   |          |                    |          |   |                             |   |    |   |    |   |
|   |   |   |   |   |  | Short term spaces inadvertently included in long term column.  |          |                    |          |   |                             |   |    |   |    |   |
|   | Land Use  | Long Term   | Short Term  | Mixed-Use Centers   |  |  |          |                    |          |   |                             |   |    |   |    |   |
|   | Short term rentals; hotels, motels  | 0.05 per rentable room<br><del>0.05 ST / rentable room,</del><br><del>PLUS 0.20 ST / 1,000 sf for conference/meeting rooms</del>  | 0.05 per rentable room and 0.20 per 1,000 square feet of conference/meeting rooms | 0.075 LT / rentable room<br>0.10 ST / rentable room ,<br>PLUS 0.35 ST / 1,000 sf for conference/meeting rooms |  |  |          |                    |          |   |                             |   |    |   |    |   |
| <u>Ord. Section 29</u><br><br>EMC 19.35.020 Purpose   | The purpose of this chapter is to:<br><br>... <ul style="list-style-type: none"><li>create a safe and comfortable environment by using design cues to differentiate/demarcate public, semi-private, and private spaces, incorporate clear sightlines and eyes on the street, and other <del>CPTED</del> <u>crime prevention through environmental design</u> features;</li></ul> ... <ul style="list-style-type: none"><li>buffer between designated <del>MICs</del> <u>Manufacturing Industrial Centers</u> and adjacent residential or mixed-use areas to protect both the viability of long-term industrial operations and the livability of adjacent areas.</li></ul> |   |   |   |  | Removing undefined acronyms.   |          |                    |          |   |                             |   |    |   |    |   |
| <u>Ord. Section 3030</u><br><br>EMC 19.35.060 Application of landscape categories and type (Tables 35-1 and 35-2) |   | <b>Street Frontage<sup>(1)</sup></b><br><sup>1</sup> All public right-of-way behind the sidewalk, walking path, parking strip, or travel lane shall also be landscaped to Type III standards. Additional trees are not required in the portion of the landscaping in the public right-of-way. |   | <b>Interior Lot Lines<sup>(2)</sup></b><br><sup>2</sup> Interior lot lines which do not abut an alley.        |  | <i>Note: this correction was added to the ordinance December 2025, after the planning commission completed its review.</i><br><br>Footnotes were not intended to be repeated in each cell – they were in the Everett 2044 materials for easier reference.  |          |                    |          |   |                             |   |    |   |    |   |
|   | <b>Table 35-1: Landscape Categories for Use Zones</b>   |   |   |   |  | <i>Note: this correction was added to the ordinance December 2025, after the planning commission completed its review.</i><br><br>Commercial landscaping (Type B) for permitted nonresidential uses in the NR, NR-C, and AG zones was inadvertently dropped in the periodic update. This does not affect landscaping for Neighborhood Commercial development in those zones, which is defined in EMC <a href="#">19.05.045</a> ) |          |                    |          |   |                             |   |    |   |    |   |
|   | <table><tr><th>Use Zone</th><th>Landscape Category</th></tr><tr><td>UR4; UR7</td><td>A</td></tr><tr><td>MU4; MU7; MU15; MU25; LI-MU</td><td>B</td></tr><tr><td>HI</td><td>C</td></tr><tr><td>LI</td><td>D</td></tr><tr><td>NR; NR-C; AG</td><td>E<sup>(4)</sup></td></tr></table>   |   |   |   |  |  | Use Zone | Landscape Category | UR4; UR7 | A | MU4; MU7; MU15; MU25; LI-MU | B | HI | C | LI | D |
| Use Zone  | Landscape Category  |   |   |   |  |  |          |                    |          |   |                             |   |    |   |    |   |
| UR4; UR7  | A   |   |   |   |  |  |          |                    |          |   |                             |   |    |   |    |   |
| MU4; MU7; MU15; MU25; LI-MU   | B   |   |   |   |  |  |          |                    |          |   |                             |   |    |   |    |   |
| HI  | C   |   |   |   |  |  |          |                    |          |   |                             |   |    |   |    |   |
| LI  | D   |   |   |   |  |  |          |                    |          |   |                             |   |    |   |    |   |
| NR; NR-C; AG  | E <sup>(4)</sup>  |   |   |   |  |  |          |                    |          |   |                             |   |    |   |    |   |
| 4 Repealed by Ord. 4102-25. <u>Landscape category B for permitted nonresidential uses</u>                         |   |   |   |   |  |  |          |                    |          |   |                             |   |    |   |    |   |



| Ordinance/Code Section  | Proposed Amendment   | Comments  |
|---|--|---|
| <u>Ord. Section 3131</u><br>EMC 19.35.090 Special landscape requirements applicable to neighborhood residential zone. | A. In addition to providing landscaping pursuant to Tables 35-1 and 35-2, trees are required within eight feet of the front and side streets. Trees shall be two inches in diameter at 4.5 feet in height, planted every twenty feet on center.<br><br><del>€</del> B. For developments with residential uses all street-facing elevations must have landscaping along any exposed foundation. The landscaped area may be along the outer edge of a porch instead of the foundation. This landscaping requirement does not apply to portions of the building facade that provide access for pedestrians or vehicles to the building. The foundation landscaping must meet the following standards:   | B comes after A.  |
| <u>Ord. Section 3232</u><br>EMC 19.38.040 Substandard lots—Nonconforming lots.  | A. <del>R-S, R-1 and R-2 NR and NR-C</del> Zones. In the <del>R-S, R-1 and R-2 NR and NR-C</del> zones, subject to other limitations imposed by other provisions of this title, <del>a single-family</del> <u>one</u> dwelling may be erected on any single “lot” as defined in this title. A lot shall meet the following criteria, as applicable: <ol style="list-style-type: none"> <li>1. A lot created via the subdivision process of Chapter 58.17 RCW;</li> <li>2. A lot which was created prior to December 1, 1956;</li> <li>3. Any lot which met minimum lot area requirements under the regulations or standards of Snohomish County prior to annexation or incorporation into the city of Everett; and</li> <li>4. A lot reduced below minimum zoning requirements as a result of public acquisition of property.</li> </ol> B. <del>Substandard Lots—Multifamily, Commercial and Industrial</del> <u>Other</u> Zones. Any substandard lot may be used for any of the uses permitted in the respective zone, subject to the special regulations and end notes in Chapter 19.05 EMC, and in accordance with the review process and general evaluation criteria in EMC Title 15 and all other regulations including minimum yards, provided: <ol style="list-style-type: none"> <li>1. All such lots shall meet the definition of “nonconforming lot” as defined in this title and shall not have been merged or otherwise created illegally.</li> <li>2. Commercial or industrial lots which have been created through the binding site plan process are exempt from this section.</li> </ol> | Corrected to updated zone names and the updated term for a single family dwelling.  |
| <u>Ord. Section 3333</u><br>EMC 19.39.030 Garbage receptacles, dumpsters and recycle bins—placement and screening.    | <del>The following requirements apply in all areas except single family zones:</del><br><br>A. <del>Placement.</del> Garbage receptacles, dumpsters, and recycle bins <del>shall be provided in all multifamily, commercial, industrial and institutional developments and</del> shall not be located in a required front yard setback area, or street side setback area for corner lots. Where an alley abuts a lot in any zone, the garbage receptacles, dumpsters, or recycle bin shall be located adjacent to the alley.<br><br>B. <del>Screening.</del> All garbage <u>receptacles</u> , dumpsters, and recycle bins must be screened from view from the street and from adjacent properties. This screening may be done using dense vegetation or by placing the dumpster or recycle bin in a structural enclosure.  | Consolidated the waste screening requirement for Neighborhood Residential zones (EMC 19.08.040(D)(2): “Screening of waste containers from view of neighboring properties is required”) into this Chapter 19.39 EMC.   |
| <u>Ord. Section 3434</u><br>EMC 19.39.050 Outdoor use, activity and storage   | c. Except in the LI2 zone, outdoor use, activity or storage areas located adjacent to property in the same zone may be located in the required interior side and rear setback yards. All outdoor use, activity and storage areas located adjacent to residential zones must meet required setbacks for the primary use.  | Corrected zone name.  |
| <u>Ord. Section 3535</u><br>EMC 19.40.010 Fences height and location.   | A. Residential Zones—Fence Height and Setbacks. Fences shall not exceed a height of: <ol style="list-style-type: none"> <li>1. Forty-two inches within twenty feet of <del>the right-of-way abutting</del> the front lot line.</li> <li>2. Six feet within the street side setback or the abutting right-of-way.</li> <li>3. Seven feet within the interior side or rear setbacks.</li> <li>4. Exceptions.                             <ol style="list-style-type: none"> <li>a. Fences within twenty feet of <del>the right-of-way abutting</del> the front lot line may be up to six feet in height if the fence is at least ten feet from the sidewalk, is at least seventy percent transparent from three feet to six feet, and is not chain link or other type of similar material. If no sidewalk exists, the minimum distance required is determined by the city engineer.</li> <li>b. For corner lots or double fronting lots, the front and street side or rear fence heights can be switched if the front of the house faces the street side or rear.</li> </ol> </li> </ol>   | Simplifies wording. The edge of the “front lot line” is the same as the edge of the “right-of-way abutting the front lot line”.<br><br>Maintains the arbor height regulation at the depth of the prior front setback (20’) rather than the current front setback (10’), which had been the intent with this fence height section. |



| Ordinance/Code Section  | Proposed Amendment   | Comments  |
|---|--|---|
|   | <p>c. Arbors. Arbors may exceed the maximum fence height within <del>the front setback</del> <u>twenty feet of the front lot line</u> for a distance of up to twenty percent of the lot frontage on the street, provided the height of the arbor does not exceed eight feet.</p> <p>d. Where a structure is within twenty feet <del>of the right-of-way abutting</del> <u>the front lot line</u>, a fence along the street-facing facade line is not required to comply with the fence height limitation of EMC 19.40.010(4)(a).</p>   |   |
| <p><u>Ord. Section 3636</u></p> <p>EMC 19.54.040 Inclusionary Zoning – Requirements</p> | <p><u>A. For dwelling units intended for rent:</u></p> <p><u>A 1. At least twenty percent of the dwelling units must be affordable to households whose income is at or below eighty percent of the median household income for Snohomish County, adjusted for household size; and</u></p> <p><u>B 2. Of the affordable dwelling units required under subsection <del>(D)(A)</del>(1), at least one half must be affordable to households whose income is at or below sixty percent of the median household income for Snohomish County, adjusted for household size;</u></p> <p><u>€ B. For dwelling units intended for owner occupancy:</u></p> <p><u>1. At least twenty percent of the units affordable to households whose income is at or below <del>eighty</del> <u>eighty one hundred</u> percent of the median household income for Snohomish County, adjusted for household size;</u></p> <p><u>Ø C. Affordable housing units that are provided under this section shall remain as affordable housing for a minimum of 50 years, as provided in a recorded covenant running with the land. The covenant shall be approved by the Planning Director and filed for recording with the county auditor prior to the issuance of a certificate of occupancy for any applicable structure.</u></p>   | <p>Staff have received feedback that the inclusionary zoning provisions as included in the periodic update significantly disadvantage developments intended for owner-occupancy, which would conflict with policies in the comprehensive plan intended to support homeownership in the city, e.g., <i>HO-12 Boost homeownership opportunities through administrative, regulatory, and financial benefits</i>.</p> <p>This amendment would reduce the required affordability level for dwelling units intended for owner occupancy from 80% AMI to 100% AMI. The maximum initial sales price depends on a number of factors including household size and dwelling size.</p> <p>For reference:</p> <ul style="list-style-type: none"> <li>For a family of four, the 2025 income limit for income-qualified housing in Snohomish County at 80% area median income (AMI) is \$135,760; at 100% AMI the limit is \$157,100 (25% higher).</li> <li>For a three-bedroom dwelling, the 2025 rental limit for Snohomish County (which could be comparable to ownership cost limits) at 80% AMI is \$2,451; at 100% AMI the limit is \$3,268 (33% higher).</li> </ul> |
| <p>EMC 19.54.060 Inclusionary Zoning – Alternative compliance – fee in lieu.</p>        | <p>The Planning Director may approve a request for satisfying all or part of the affordable housing requirements with a fee in lieu equal to fifteen dollars per square foot of gross floor area subject to this section. A fee in lieu under this <del>subsection</del> <u>may be deferred under subsection EMC <del>19.09.070(G)</del> 19.54.070.</u></p> <p><u>A. For dwelling units intended for rent, the fee in lieu under this section is equal to fifteen dollars per square foot of gross floor area subject to this section.</u></p> <p><u>B. For dwelling units intended for owner occupancy, the fee in lieu under this section is equal to nine dollars per square foot of gross floor area subject to this section. The reduced fee in lieu granted under this subsection must be conditioned upon requiring the applicant to record a covenant approved by the planning director to assure owner occupancy. At a minimum, the covenant must require owner occupancy of each dwelling unit subject to this subsection for a period of twelve years and require that, if the property is converted to a rental, the property owner must pay the applicable difference in between the fee in lieu for dwelling units intended for rent and the fee in lieu for dwelling units intended for owner occupancy in effect at the time of conversion or in effect at the time of construction, whichever is greater. Covenants required by this subsection must be recorded with the Snohomish County auditor.</u></p> | <p>This amendment is designed to align with the revised affordability level in the row above by reducing the alternative compliance fee in lieu for dwelling units intended for owner occupancy from \$15 to \$9 per square foot of gross floor area. For more analysis, see the <a href="#">November 18, 2025 planning commission memo</a>.</p>  |

**Project title:** An Ordinance creating a Special Improvement Project entitled “Pedestrian Safety RRFB – Everett Ave & 79<sup>th</sup> PI SE” Fund 303, Program 136, to accumulate all costs for the improvement.

**Council Bill #**

CB 2512-88

**Agenda dates requested:**

1<sup>st</sup> Reading 12/17/25  
 Proposed action 01/07/26  
 Consent  
 Action 01/14/26  
 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:** Pedestrian Safety RRFB – Everett Ave & 79th PI SE

**Partner/Supplier:** Transportation Improvement Board (TIB)

**Location:** Everett Ave, 79<sup>th</sup> PI SE

**Preceding action:** N/A

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

**Fiscal summary statement:**

The City was awarded a Complete Streets grant totaling \$874,358 from the Transportation Improvements Board (TIB) for the project. A 20% local match (\$218,859) is required.

This ordinance will provide funding authorization for the design and construction phases of the project. The programmed available funding for the project is \$1,250,000 as follows:

|                                |                |
|--------------------------------|----------------|
| Complete Streets Grant         | \$ 874,358     |
| Fund 119 – Street Improvements | <u>375,642</u> |
| Total Funds                    | \$1,250,000    |

**Project summary statement:**

The project will include the design and installation of new Rectangular Rapid-Flashing Beacons (RRFBs), high visibility crosswalks, and ADA curb ramp retrofits at three locations, including:

1. Everett Avenue at Rainier
2. Everett Avenue at Baker
3. Mid-block on 79<sup>th</sup> PI SE at Evergreen Middle School

The project will improve pedestrian crossing safety at locations where there have been fatalities or are adjacent to schools with newly construction high occupancy apartments. Construction is scheduled for 2026.

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

Adopt an Ordinance creating a Special Improvement Project entitled “Pedestrian Safety RRFB – Everett Ave & 79th PI SE” Fund 303, Program 136, to accumulate all costs for the improvement.



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

**An ORDINANCE creating a special improvement project entitled “Pedestrian Safety RRFB – Everett Ave & 79th PI SE” Fund 303, Program 136 to accumulate all costs for the improvement.**

**WHEREAS,**

- A.** The City of Everett is committed to a planned pedestrian safety program.
- B.** The City of Everett has identified the need and obtained funds to construct new pedestrian facilities at Everett Avenue and 79<sup>th</sup> Place SE.

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

**Section 1.** A special improvement project is hereby established as Fund 303, Program 136, entitled “Pedestrian Safety RRFB – Everett Ave & 79th PI SE” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

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

**Section 4.** The sum of \$1,250,000 is hereby appropriated to Fund 303, Program 136, “Pedestrian Safety RRFB – Everett Ave & 79th PI SE” as follows:

|           |                                       |                |
|-----------|---------------------------------------|----------------|
| <b>A.</b> | Estimated Design & Construction Costs | \$1,250,000    |
| <b>B.</b> | Source of Funds                       |                |
|           | Complete Streets Grant                | \$ 874 358     |
|           | Fund 119 – Street Improvements        | <u>375,642</u> |
|           | Total Funds                           | \$1,250,000    |

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

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



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

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

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

---

Cassie Franklin, Mayor

ATTEST:

---

Marista Jorve, City Clerk

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

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

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

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



## City Council Agenda Item Cover Sheet

**Project title:** An Ordinance Amending Ordinance No. 4010-24 Entitled, "Walter E. Hall Park Community Connections Path", Fund 354, Program 094 to Accumulate All Costs for the Project

**Council Bill #**

CB 2512-89

**Agenda dates requested:**

Briefing

Proposed action 12/17/25

Proposed action 01/07/26

Consent

Action 01/14/26

Ordinance

Public hearing

Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

**Department(s) involved:**

Parks and Facilities

Community Development

**Contact person:**

Bob Leonard

**Phone number:**

425-257-8335

**Email:**

bleonard@everettwa.gov

**Initialed by:**

RML

Department head

Administration

Council President

**Project:** Walter E. Hall Park Community Connections Path

**Partner/Supplier:** Forma Construction

**Location:** 1226 W Casino Rd

**Preceding action:** Funding Ordinance [4116-25](#)

**Fund:** Fund 354 – Program 094 (CIP-3)

**Fiscal summary statement:**

On March 20, 2024, City Council adopted an ordinance to fund design and construction services for the Walter E. Hall Park Community Connections Path in the amount of \$350,000. That ordinance was amended by Ordinance 4116-25. However, Ordinance 4116-25 contained an incorrect appropriation amount. The purpose of this ordinance is to correct the error. The primary source of funds for the project is the Community Development Block Grant which was increased by an additional \$50,000. The project is also supported by Fund 145 – Street and Alley Vacation Funds in the amount of \$78,000 and by a private grant from the AARP Community Challenge program in the amount of \$15,000. The estimated total cost of the project, including design and construction, is \$573,000.

**Project summary statement:**

The City of Everett will improve non-vehicular access to Walter E. Hall Park by constructing a multi-use path between the park and 90<sup>th</sup> St. SW. An architectural & engineering services provider will be contracted to provide design, engineering, permitting, and construction documents for the project.

Approximately 1860 LF of ADA accessible paved pathway will link the right-of-way of 90<sup>th</sup> Street SW to existing amenities within Walter E. Hall Park. This path reduces the walking distance into Walter E. Hall Park for residents of the Westmont and Holly neighborhoods to the east of the park. The project will also install a raised crosswalk where the path crosses the Walter E. Hall Park driveway, improving pedestrian safety within the park.

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

Adopt an Ordinance amending Ordinance No. 4010-24 entitled, "Walter E. Hall Park Community Connections Path", Fund 354, Program 094 to accumulate all costs for the project.



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

**An Ordinance Amending Ordinance 4010-24 entitled, “Walter E. Hall Park Community Connections Path”, Fund 354, Program 094, as previously amended, 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 the need to improve neighborhood walkability and encourage non-motorized forms of transportation.
- D.** The City Council recognizes Ordinance 4010-24 was established as Fund 354, Program 094 entitled “Walter E. Hall Park Community Connections Path” to accumulate all costs for the project.
- E.** Ordinance 4010-24 was amended by Ordinance 4116-25. However, Ordinance 4116-25 contained an incorrect appropriation amount. The purpose of this ordinance is to fix the error.

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

**Section 1.** Section 4 of Ordinance No. 4010-24, as amended by Ordinance 4116-25, which reads as follows:

The sum of \$523,000 is hereby appropriated to Fund 354, Program 094, “Walter E. Hall Park Community Connections Path” as follows:

|  |                  |
|--|------------------|
| <b>A. Use of Funds</b>                     |                  |
| Design                                     | \$ 89,496        |
| Construction Costs                         | <u>\$433,504</u> |
| Total                                      | \$523,000        |
| <b>B. Source of Funds</b>                  |                  |
| Community Development Block Grant          | \$430,000        |
| Fund 145 – Street and Alley Vacation Funds | \$ 78,000        |
| AARP Community Challenge Grant             | <u>\$ 15,000</u> |
| Total                                      | \$523,000        |

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

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

The sum of \$573,000 is hereby appropriated to Fund 354, Program 094, "Walter E. Hall Park Community Connections Path" as follows:

|  |                  |
|--|------------------|
| A. Use of Funds                            |                  |
| Design                                     | \$ 89,496        |
| Construction Costs                         | <u>\$483,504</u> |
| Total                                      | \$573,000        |
| B. Source of Funds                         |                  |
| Community Development Block Grant          | \$480,000        |
| Fund 145 – Street and Alley Vacation Funds | \$ 78,000        |
| AARP Community Challenge Grant             | <u>\$ 15,000</u> |
| Total                                      | \$573,000        |

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

**Section 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 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 4.** 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 5.** 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 6.** It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance



is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

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

ATTEST:

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

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

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

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

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



**Project title:** Adopt an Ordinance creating a Special Improvement Project entitled “I-5/US-2 Interim Ramp Improvements” Fund 303, Program 135, to accumulate all costs for the improvement.

**Council Bill #**

CB 2512-90

**Agenda dates requested:**

1<sup>st</sup> Reading 12/17/25  
Proposed action 01/07/26  
Consent  
Action 01/24/26  
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:** I-5/US-2 Interim Ramp Improvements

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

**Location:** Interchange at Interstate 5 and US Highway 2

**Preceding action:** N/A

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

**Fiscal summary statement:**

The City was awarded a Move Ahead Washington (MAWA) – Capital Projects Program grant, supported through the Washington’s Climate Commitment Act, totaling \$10,000,000.

This ordinance will provide funding authorization for the design and construction phases of the project. The programmed available funding for the project is \$10,500,000 as follows:

|                                |                |
|--------------------------------|----------------|
| MAWA Grant                     | \$10,000,000   |
| Fund 119 – Street Improvements | <u>500,000</u> |
| Total Funds                    | \$10,500,000   |

**Project summary statement:**

This project will alleviate traffic congestion by re-channelizing two ramps at the interchange of I-5 and US-2 by converting existing single-lane ramps into two-lane ramps. Work includes the conversion of northbound to eastbound and westbound to southbound, all occurring within existing WSDOT road prisms.

Design is scheduled to begin in 2026 with anticipated construction in 2027.

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

Adopt an Ordinance creating a Special Improvement Project entitled “I-5/US-2 Interim Ramp Improvements” Fund 303, Program 135, to accumulate all costs for the improvement.



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

**An ORDINANCE creating a special improvement project entitled “I-5/US-2 Interim Ramp Improvements” Fund 303, Program 135, to accumulate all costs for the improvement.**

**WHEREAS,**

- A.** The City of Everett is committed to a planned transportation infrastructure improvement program.
- B.** The City of Everett has identified the need and obtained funds to design and construct improvements to the interchange at Interstate 5 and US Highway 2.

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

**Section 1.** A special improvement project is hereby established as Fund 303, Program 135, entitled “I-5/US-2 Interim Ramp Improvements” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

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

**Section 4.** The sum of \$10,500,000 is hereby appropriated to Fund 303, Program 135, “I-5/US-2 Interim Ramp Improvements” as follows:

|    |                                       |                |
|----|---------------------------------------|----------------|
| A. | Estimated Design & Construction Costs | \$10,500,000   |
| B. | Source of Funds                       |                |
|    | MAWA Grant                            | \$10,000,000   |
|    | Fund 119 – Street Improvements        | <u>500,000</u> |
|    | Total Funds                           | \$10,500,000   |

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

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

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

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

---

Cassie Franklin, Mayor

ATTEST:

---

Marista Jorve, City Clerk

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

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

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

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





## City Council Agenda Item Cover Sheet

**Project title:** Everett Public Library Annual Update

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing 01/14/26

Proposed action

Consent

Action

Ordinance

Public hearing

Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

X Yes No

**Attachments:**

**Department(s) involved:**

Library

**Contact person:**

Abby Cooley, Director

**Phone number:**

425-257-8022

**Email:**

acooley@everettwa.gov

**Initialed by:**

*awc*

Department head

Administration

Council President

**Project:** Everett Public Library Annual Update

**Partner/Supplier:** NA

**Location:** NA

**Preceding action:** NA

**Fund:** 110/Library

**Fiscal summary statement:**

None.

**Project summary statement:**

Annual report to City Council presented by Library Director, Abby Cooley, and Board of Trustees President, Joshua Glasgow. Report will cover highlights and statistics of 2025 library programs and services. Report will also include an update and overview of the strategic planning process and draft that is expected to be adopted by the Board of Trustees in January.

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

None.



**To:** City Council Members  
**From:** Cassie Franklin, Mayor  
**Re:** Appointment to Boards and Commissions  
**Date:** January 8, 2026

Everett City Council Members,

It is my recommendation that the following applicants be appointed to a City of Everett Board or Commission (more information attached).

On Wednesday, January 14, I will be asking for your concurrence on the following appointments:

**To the Lodging Tax Advisory Committee**

- Judy Pascale, Pos #3- term expiring 12/31/2029
- Taylor Montanye, Pos #4- term expiring 12/31/2029

**To the Planning Commission**

- Kevin Ballard, Pos #1- term expiring 12/31/2031

If you have any comments or concerns regarding these appointments, please connect with my office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cassie Franklin'.

Cassie Franklin  
Mayor, City of Everett

c. Jennifer Gregerson and Simone Tarver

**Office of the Mayor**  
**CASSIE FRANKLIN**

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

425.257.7115  
425.257.8729 fax

[everettwa.gov](http://everettwa.gov)



## EVERETT CITY COUNCIL Public Comment Form

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

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

The following comments are not allowed:

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

You can also submit a comment and attend meetings online at [everettwa.gov/city council](http://everettwa.gov/city-council). Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

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

DATE: 1/14/2026

NAME (required): John Peoples

CITY (required): Everett ZIP (required): 98208

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:

250<sup>th</sup>, land acknowledgement, I.C.E. welcome in Ev

Wed., Jan. 14<sup>th</sup>, 2026 Everett City Council Public Comment Talking Points

John Peeples, Everett, Washington

Good Evening, City Council, I wish you all well,

I begin tonight by acknowledging the sheer courage of Henry Knox and his men who, 250 years ago today, continued their weeks-long trek through the mud and the muck and snow, sleet, and ice and blustery winter winds to haul the guns of Ft. Ticonderoga to Boston for our Patriot cause.

I doubt any of those brave men would like their proud fete of determination and privation being denigrated with a weaselly-worded 'land acknowledgment' designed to sow an unearned sense of shame in the hearts and minds of innocent citizens and spoken by those who have never offered up their own private property for reparation, only, of course, others' emotional property.

Also, just last week, 250 years ago, Thomas Payne published his blessed pamphlet 'Common Sense.' In it, Payne cautions against the whims and whimsies of kings. I caution that even a local civic body, such as a city council, risks acting like a king, promoting, for instance, the enforcement of some duly-enacted laws while promoting the breaking and non-enforcement of others, and even the active obstruction of those trying to enforce those laws.

I sincerely request that you use your elevated community positions to publicly declare that residents of Everett should NOT attempt to hinder federal law enforcement officers in the execution of their duties. I welcome Immigration and Customs Enforcement to Everett and I invite you to do the same. I welcome the Everett Police Department's cooperation with their fellow law enforcement officers in holding accountable those who have violated our federal immigration laws. I invite you to do the same. I welcome everyone to speak his mind respectfully and peaceably, even if we may not agree with each other's points of view. I invite you to do the same. I can image those protesting ICE, if they must, doing so side-by-side with those celebrating and welcoming ICE to Everett then all retiring to the local coffee shop to chat it out like cool, calm, and emotionally collected grown-ups. I invite you to do the same.

Good night,



## EVERETT CITY COUNCIL Public Comment Form

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

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

The following comments are not allowed:

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

You can also submit a comment and attend meetings online at [everettwa.gov/city council](http://everettwa.gov/city-council). Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

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

DATE: 1/14/26

NAME (required): William Barent

CITY (required): Silver Lake ZIP (required): 987

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:

Consent Item #3



## EVERETT CITY COUNCIL Public Comment Form

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

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

The following comments are not allowed:

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

You can also submit a comment and attend meetings online at [everettwa.gov/city-council](http://everettwa.gov/city-council). Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

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

DATE: 1/14/25

NAME (required): Russell Joe MBAKS

CITY (required): Bellevue ZIP (required): 98027

EMAIL (optional): rjoe@MBAKS.com 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 #: 4 Public Hearing on Everett 2044

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

---

---



#### 19.54.060 Alternative compliance – fee in lieu.

The Planning Director may approve a request for satisfying all or part of the affordable housing requirements with a fee in lieu equal to fifteen dollars per square foot of gross floor area subject to this section. A fee in lieu under this subsection may be deferred under subsection EMC 19.54.070.

A. ~~For dwelling units intended for rent~~ rental dwelling units, the fee in lieu under this section is equal to fifteen dollars per square foot of gross floor area subject to this section.

B. ~~For dwelling units intended for ownership~~ dwelling units occupancy, the fee in lieu under this section is equal to nine dollars per square foot of gross floor area subject to this section. The reduced fee in lieu granted under this subsection shall be conditioned to ensure compliance with the provisions of this section using any one of the following methods:

~~1. must be conditioned upon requiring t~~The applicant to records a covenant approved by the planning director to assure owner occupancy. At a minimum, the covenant must require owner occupancy of each dwelling unit subject to this subsection for a period of twelve years and require that, if the property is converted to a rental, the property owner must pay the applicable difference in-between the fee in lieu for dwelling units intended for rent and the fee in lieu for dwelling units intended for owner occupancy in effect at the time of conversion or in effect at the time of construction, whichever is greater. Covenants required by this subsection must be recorded with the Snohomish County auditor.

2. The applicant enters into an agreement with the city under which no individual or entity may purchase from the applicant more than one dwelling unit. An "entity" includes any firm, company, trust, estate, partnership, limited liability company, corporation, joint venture, association or society. Entities with a common owner may collectively purchase only one dwelling unit from the applicant.

3. The applicant proposes, and the Planning Director approves, an alternate method of ensuring owner occupancy

C. Beginning January 1, 2027, and each January 1 thereafter, the fee in lieu rates under this section shall be adjusted based on the percentage change in the Seattle-Tacoma-Bellevue Consumer Price Index for All Urban Consumers ("CPI-U") for the previous 12-month period or an equivalent consumer price index if CPI-U is no longer published.

#### 19.54.070 Deferred fee in lieu.

A fee in lieu under subsection EMC 19.54.060 may be deferred until six months after a certificate of occupancy is issued for a dwelling unit subject to this section.

A. An applicant seeking a deferral under this subsection (G) may be required to grant and record a deferred fee lien against the property in favor of the city in the amount of the deferred fee. The deferred fee lien, which must include the legal description, tax account number, and address of the property, must also be:

1. In a form approved by the city;

Planning commission  
recommendation that  
was missed by staff

# City of Everett Everett Public Library

2025 annual report and strategic planning update





# Our Role in the Community

- Free access to books & information
- Technology and internet access
- Safe & inclusive public space
- Learning and literacy support



# Budget Reductions

- Budget decreased ~16%
- Rising costs for materials & services
- Federal cuts to the Institute of Museum and Library Services (IMLS)
- Washington State Library support limited due to state and federal reductions



# How We Responded

- Protected core services
- Staffing reductions through voluntary separation, furloughs, and reduced work schedules
- Reduced hours
- Reduced new material purchasing



# Services We Preserved

- Open doors
- Access to collections and information
- Public computers & Wi-Fi
- Children's literacy & storytimes
- Inclusive spaces for study and community connection



# 2025 at a Glance

- 234,000 total visits
- 473,685 items checked out
- 51,000 questions answered
- 13,000 program attendees
- 29,412 public Wi-Fi sessions



# Highlights

- Expanded digital collections where possible
- Strengthened partnerships with schools, nonprofits, and senior center
- Expanded library of things circulating kits
- Leveraged community donations and Friends of the Library support



# Community Impact

- Patrons saved over \$7.2 million in 2025 borrowing physical and digital items from the library instead of purchasing them.
- For every \$1 invested in the Everett Public Library, the community receives \$2.13 in community benefit.



# Community Impact

- Teens finding a welcoming study space and a sense of belonging
- Job seekers using library technology
- Seniors learning digital skills
- Families connecting during literacy programs





# Strategic Planning Process

- Interviews with Trustees, staff and 12 community partners
- Listening sessions with library patrons
- Community survey
- Staff workshops



# Strategic Goals

- Reinforce core services
- Make high-impact, low-cost modifications to the Main Library
- Clarify and support the Library's role in social services
- Strengthen outreach services
- Increase community visibility with a sustained communications capacity



# Looking Ahead

- Restore hours when funding allows
- Stabilize staffing
- Update spaces and technology
- Revise and streamline policies and processes
- Seek grants and external funding
- Support and connect with our community



# Thank You

- Staff
- Volunteers
- Friends of the Library
- Individual donors
- City leadership & Council
- Our community



## Everett Public Library

### Strategic Plan

#### Letter from the Director

Dear Everett Community,

The Everett Public Library is a reflection of the community it serves—resilient, diverse, and deeply committed to learning, connection, and opportunity. Over the past year, as we engaged in conversations with residents, partners, staff, and City leaders, one theme emerged clearly: the Library remains an essential component of Everett's civic life, even as we face significant challenges.

This strategic plan grows directly out of those conversations. It acknowledges the difficult reality of reduced hours, staffing shortages, and increased pressures on our public spaces. It also recognizes the remarkable dedication of Library staff, who continue to welcome patrons, offer trusted support, and keep the Library's mission alive despite limited resources.

At the same time, this plan reflects a shared sense of possibility. Throughout our planning process, staff and community members imagined what Everett Public Library could look like with stable, sustainable funding. The vision they described is simple but powerful: a Library that is open reliably, staffed fully, safe and welcoming for all, and present throughout our city—not just in our physical branches.

This plan outlines how we will solidify and improve our core services, our buildings, our outreach, and our communication with the community we serve. These steps will help us both meet today's needs and earn the community support necessary to ensure our future.

The Everett Public Library belongs to the people of Everett. With your partnership, your trust, and your engagement, we will continue working toward the Library our community deserves—one that is vibrant, welcoming, and built for the future.

Thank you for your support of the Everett Public Library.

Sincerely,

Abigail Cooley  
Library Director  
Everett Public Library

## Community Profile

Everett is a resilient and rapidly evolving city of approximately 114,000 residents, shaped by its strong working-class roots, proud industrial history, and a growing tapestry of cultural and linguistic diversity. Located along Port Gardner Bay, the city has long been anchored by aerospace, maritime activity, and a tradition of civic engagement. Today, Everett continues to balance its industrial heritage with new economic realities, demographic change, and pressures related to affordable housing.

Over the past two decades, Everett has experienced steady demographic diversification. Nearly one in five residents is foreign-born, and more than 30 languages are spoken in homes and neighborhoods across the city. South Everett, in particular, has become a vibrant cultural corridor, home to many immigrant and refugee families from Latin America, Eastern Europe, Southeast Asia, and East Africa. This multilingual, multigenerational character is reshaping schools, community organizations, and the broader civic landscape.

Economically, Everett is defined by both stability and transition. Large employers such as Boeing, Naval Station Everett, and Providence Regional Medical Center continue to anchor the workforce and provide meaningful employment. At the same time, automation, rising living costs, and shifting regional employment patterns have increased financial strain for many households. Everett has a median household income of around \$81,000, 18.5 percent below the state median household income, and about 14% of residents live below the poverty line. Further, working families increasingly face cost-of-living pressures that affect housing, transportation, and access to services.

Geographically, Everett contains distinct neighborhoods, each with its own character and level of access to civic resources. North Everett—historically the city’s civic core—houses many long-standing institutions, while South Everett includes some of the city’s most diverse and fastest-growing communities. Transportation gaps, long commutes, and uneven access to public facilities continue to shape how residents interact with city services.

For more information, see the Community Snapshot on the next page.

[\[INSERT COMMUNITY SNAPSHOT ON NEXT PAGE\]](#)

## Strategic Context

Due to statutory limits on tax increases, the City of Everett faces a structural deficit as cost levels across the economy continue to increase. To address this, the City placed a levy lift on the ballot in August 2024. When the levy lift failed, the City was required to make significant budget cuts to many services, including the Library. As a result of the budget reductions, the Library has had to reduce staff; reduce open hours at both the Main Library and the Evergreen Branch; and cut materials, programming, outreach, and communication.

These operational constraints come at a time when the Library faces increasing community needs. Growing numbers of residents rely on the Library for technology access and for social and legal services, which are provided through community partnerships. With few day shelter options available in Everett, the Main Library downtown has become a daytime refuge for individuals experiencing homelessness or behavioral health challenges. Although social workers are part of the staffing model, the Library is not a social service agency, and staff are regularly encounter situations related to housing instability, untreated mental health conditions, and substance use without the specialized training and resources needed to fully address these circumstances.

Safety concerns, both real and perceived, have emerged as a major theme for patrons, staff, and community partners. Staff report navigating more difficult interactions with limited support, while some patrons express hesitation about using the Main Library or sending their children there alone. These concerns highlight the need for stronger participation from City partners, as the underlying issues are municipal in nature rather than the sole responsibility of the library. They also underscore the need to continually evaluate and implement best practices for library conduct. Doing so will help ensure that staff are supported and patrons can safely access the library's high-quality services and programs.

The Main Library building itself remains a cherished civic landmark and a point of pride for the community. However, like many other city assets, it carries substantial maintenance needs. While work is ongoing to address some of these issues, many Library staff and community members express concern about the building's material condition.

Together, these fiscal, operational, and social pressures define the Library's current strategic situation. The Library continues to uphold its mission with commitment and creativity, but the constraints of the moment limit its ability to fully advance this mission to meet the needs of a changing and increasingly diverse community.

### **Strategic Planning Process**

This strategic plan was developed through a streamlined but intentional process designed to capture the insights of the Library's Board of Trustees, staff, patrons, and community partners while remaining grounded in the Library's operational realities. The process balanced broad input with focused analysis to ensure that the resulting priorities are meaningful, measurable, and achievable.

Our engagement activities included interviews with Library Trustees as well as 12 community partners, listening sessions with library patrons, and a community survey in eight languages to which 517 community members responded. Drawing on this input as well as other information about the community and its Library, we identified a list of strategic issues to be addressed over the next three years.

In a full-day workshop, Library staff, Trustees, and community partners explored these strategic issues by considering five different scenarios describing potential futures for the Library. These scenarios were designed to prompt new thinking and can be summarized as follows:

- Right-Sizing the Library: The Library adjusts to its reduced funding level by focusing on the most essential services and priorities, recognizing that some core services will no longer be possible.
- Revitalizing Community Relationships: The Library focuses on rebuilding relationships with patrons, partners, and the broader community, shifting resources from in-branch services to greater outreach and communication.
- Deep Collaboration with Another Library: The Library seeks efficiencies and economies of scale by partnering more closely with another library, while retaining its independence and relative autonomy.
- Full Merger with Another Library: The Library joins forces with another Library, while carving out a few cherished assets, like the Main Library's Northwest Room.
- Radical Reinvention: To prompt innovative thinking, this scenario allowed participants to imagine the library they would create today if Everett did not already have one.

The intent of these scenarios was not to force the Library to choose the “best one,” but rather to consider the strategic choices and tradeoffs the Library may need to make. By exploring the different futures, participants identified the actions necessary to ensure the Library's success under *any* future conditions.

## Mission and Vision

### Mission

*The Everett Public Library connects the community and all its members to resources and services that inform, educate, and entertain. We provide open access to lifelong learning. We embrace the future while preserving the past.*

Staff, Trustees, and community members consistently expressed that the Library's current operating conditions—reduced staffing levels, shortened hours, and increasing pressures on public space—are not representative of what the community needs in library services. While staff remain committed to the above mission, the organization cannot fully meet community needs or plan confidently for the future without a substantive increase in funding. To this end, the Board of Trustees set a clear goal of restoring full funding by the end of 2027, two years into this three-year plan.

With this in mind, staff explored what the Library could look like in 2028 if resources were restored to a level that allowed it to meet the community's expectations. What surfaced is a vision of a Library that is whole again and able to provide the level and variety of library services the City deserves.

With restored funding, staff envisioned a library system that could:



- Restore open hours at both branches to ensure access to adults, teens, and children with different schedules.
- Fill vacant positions and ensure adequate staffing to deliver high-quality service and reduce strain and burnout.
- Balance the community's desire for traditional library services with the acute needs of some residents, including the unhoused—as part of a broader City-wide approach to social services.
- Rebuild an outreach presence, including a fully operational bookmobile or mobile services van, that brings the Library to the places where residents live, work, and gather.
- Provide consistent programming for children, teens, adults, and seniors.
- Increase the Library's visibility through communications that tell its story and foster greater recognition of the Library's value to the community.

This vision provides the context for the strategic goals that follow. It reflects not only what staff hope to build, but what the Everett community deserves from its library.

## Strategic Goals

1. **Reinforce Core Services.** Reliable, consistent service hours and user experience remain at the heart of the Library's work.
  - a. Maintain current number of operating hours, but explore staggering open times across the two branches to maximize access.
  - b. Focus effort on the services that provide the greatest impact in the community, as indicated by usage data and community survey results.
2. **Make High-Impact, Low-Cost Modifications to the Main Library's Configuration.** Staff and patrons alike love the Main Library and express concerns about its safety. Minor changes to its layout could alleviate safety concerns, create more flexibility in staff allocation, and make the space more welcoming for traditional library users. Staff identified the following opportunities to make the Main Library safer, more welcoming, and more functional:
  - a. Lower the upstairs shelving to create clear lines of sight across the entire floor, reducing hidden areas where inappropriate behavior can occur.
  - b. Refresh and reconfigure seating to improve cleanliness, durability, and overall safety for all library users.
  - c. Designate a waiting area specifically for social service partners and their clients, so that individuals seeking those services have an appropriate, visible, and supportive space without impacting areas used for more traditional library purposes.
  - d. Reclaim the former café area for library-centered purposes such as flexible programming, pop-up events, or quiet study space.
  - e. Redesign the space outside the front entrance to reduce congregation by non-patrons and transform it into an inviting, functional space (e.g., an outdoor reading area, programming plaza, small garden, or children's play area).

- f. Explore relocating the reference desk near the circulation area on the first floor to create greater staffing flexibility.
3. **Clarify and Support the Library's Role in Social Services.** Staff emphasized the need for clear boundaries around how the Library supports unhoused or high-needs patrons. The Library should partner with social service agencies, not attempt to become one. A critical piece of this boundary-setting involves clarifying expectations for behavior, defining enforcement responsibilities, and ensuring that every staff member knows their role in maintaining a safe environment.
  - a. Define the Library's supportive role in connecting patrons to services, while deferring to trained social workers for more intensive or clinical services.
  - b. Expand partnerships with social services to provide sufficient numbers of trained professionals onsite.
  - c. Ensure rules of conduct are clear, easy for patrons to understand, prominently displayed, and consistently enforced.
  - d. Work with the City to strengthen and streamline the process for excluding repeat offenders from the Library.
  - e. Provide staff training to ensure all employees understand enforcement levels, de-escalation techniques, and when to involve security, law enforcement, or other outside partners.
4. **Strengthen Outreach Services.** Outreach extends the Library's presence beyond its buildings and brings core services directly to the community.
  - a. Reestablish a mobile service (bookmobile or small outreach van) to reach neighborhoods with limited access to the branches.
  - b. Develop partnerships with community organizations that can host Library programs or share space for book lockers, storytimes, technology training, or reading initiatives.
5. **Increase Community Visibility with a Sustained Communications Capacity.** Marketing focuses on sharing the Library's story and building understanding of its value—as well as the constraints it faces—among residents, partners, and City leaders. A clear, consistent communications effort is essential for visibility and long-term support.
  - a. Collaborate with Friends of the Library and Board members to expand and strengthen advocacy for greater library support. Coordinate with the City in anticipation of any budgetary or electoral moves to restore funding to the Library.
  - b. Participate in school and neighborhood association meetings, markets, and local cultural events.
  - c. Designate staff time for messaging, social media management, and promotional activities.
  - d. Leverage the Library newsletter to highlight community impact stories and upcoming events. Obtain permission to send the newsletter to new patrons when they sign up for their library cards.

## Activities & Timeline

The following table outlines the major activities planned for each strategic goal across the three-year implementation period. Activities for each year reflect what is feasible under current constraints (2026), preparatory steps for restored funding (2027), and the fuller scope of work possible with renewed investment (2028).

| Strategic Goal                 | Activities   |  |   |
|--------------------------------|--|--|---|
|                                | 2026   | 2027   | 2028<br>(assumes full funding)  |
| <b>Reinforce Core Services</b> | <p>Identify and reinforce core library programs and services:</p> <ul style="list-style-type: none"> <li>• Based on usage data, clarify the Library's core services and communicate to staff and patrons</li> <li>• Analyze high-cost, low-impact activities that could be reduced or discontinued</li> <li>• Adjust staff allocation to reinforce core services</li> <li>• Explore a possible staggered schedule across the two branches to maximize access</li> <li>• Explore scenarios for deploying staff to outreach or community partnerships</li> </ul> <p>Standardize policies and workflows to reduce inefficiency and improve consistency:</p> <ul style="list-style-type: none"> <li>• Revise and update policies to ensure consistency of application</li> <li>• Identify opportunities to redirect or consolidate lower-impact tasks</li> </ul> <p>Bolster staff capacity and wellbeing:</p> <ul style="list-style-type: none"> <li>• Increase cross-training staff across essential functions to increase resilience to absences and turnover</li> <li>• Recognize and celebrate staff successes in serving patrons and the community</li> </ul> | <p>Prepare for 2028 service restoration:</p> <ul style="list-style-type: none"> <li>• Model staffing needs for restoring full hours at both branches</li> <li>• Identify which roles must be rehired or added once funding is restored</li> <li>• Draft job descriptions for anticipated 2028 hires</li> <li>• Develop transition plans for scaling up hours and services efficiently</li> </ul> | <p>Expand library programs and services:</p> <ul style="list-style-type: none"> <li>• Restore full operating hours at both branches, with appropriate staffing</li> <li>• Explore an expanded "library of things"</li> <li>• Evaluate long-term staffing needs for the 2029-2031 strategic cycle</li> </ul> |

|   |   |   |   |
|---|---|---|---|
| <b><i>Make High-Impact, Low-Cost Main Lib. Modifications</i></b>        | <p>Complete immediate, low-cost improvements:</p> <ul style="list-style-type: none"> <li>• Reupholster seating</li> <li>• Adjust seating to improve visibility and create a temporary upstairs waiting area for social service clients</li> <li>• Expedite contracting for cafe concession</li> <li>• Hold periodic pop-up events in cafe and, weather permitting, front entrance to reclaim spaces</li> <li>• Reposition easily movable shelving to slightly improve sightlines without construction</li> <li>• Consider co-locating reference desk with circulation desk</li> <li>• Install temporary signage to explain the purpose of these early changes to patrons</li> </ul> <p>Plan larger-scale structural modifications:</p> <ul style="list-style-type: none"> <li>• Engage City partner or external architect to plan internal modifications.</li> <li>• Develop conceptual designs for a redesigned front entrance area; coordinate with City partners on any required zoning or permitting.</li> <li>• Develop conceptual options for shelving, seating, and cafe</li> </ul> <p>Obtain funding and initiate procurement:</p> <ul style="list-style-type: none"> <li>• Obtain cost estimates for all prioritized modifications.</li> <li>• Engage the Friends and other partners to obtain additional funding</li> <li>• Initiate procurement process for modifications</li> </ul> | <p>Implement structural modifications:</p> <ul style="list-style-type: none"> <li>• Lower upstairs shelving</li> <li>• Establish the designated social services waiting area</li> <li>• Reconfigure cafe and front entrance for library purposes</li> <li>• Communicate purpose of changes through signage, newsletter, and social media</li> </ul> | <p>Explore the purchase and configuration of new seating to optimize appropriate library use</p>  |
| <b><i>Clarify and Support the Library's Role in Social Services</i></b> | <p>Strengthen Rules of Conduct and clarify patron expectations:</p> <ul style="list-style-type: none"> <li>• Revise the Rules of Current to clarify and elevate expectations</li> <li>• Develop Rules of Conduct visuals in plain language</li> <li>• Communicate the changes broadly to the community</li> </ul>   | <ul style="list-style-type: none"> <li>• Expand on-site social services presence, as required</li> <li>• Work with City communications to ensure alignment with broader public messaging</li> </ul>   | <ul style="list-style-type: none"> <li>• Update Rules of Conduct and enforcement protocols based on new Main Library configuration and lessons learned</li> </ul> |

|                                     |  |   |   |
|-------------------------------------|--|---|---|
|                                     | <ul style="list-style-type: none"> <li>• Conduct quarterly review of incidents to track patterns, identify repeat offenders, and improve responses</li> <li>• Implement a new incident reporting platform for staff</li> </ul> <p>Clarify the Library's social services role:</p> <ul style="list-style-type: none"> <li>• Collaborate with partners in social services, mental health, security, and law enforcement to delineate responsibilities related to services for non-traditional library users, including referral and enforcement protocols</li> <li>• Partner with the City Attorney and other partners to streamline process for exclusions and create a mechanism for removing repeat offenders</li> </ul> <p>Strengthen partnerships with social service providers:</p> <ul style="list-style-type: none"> <li>• Conduct an audit of social services vs. needs</li> <li>• Identify additional services that may be required on-site</li> <li>• Establish additional partnerships, as required</li> </ul> <p>Provide staff training and support on de-escalation techniques and enforcement protocols</p> | <ul style="list-style-type: none"> <li>• Incorporate incident data into periodic reports to the Library Trustees and to the City Council</li> </ul>   |   |
| <b>Strengthen Outreach Services</b> | <p>Initiate services and programs in partner spaces:</p> <ul style="list-style-type: none"> <li>• Select two focus areas for outreach (e.g., "information deserts") based on available data</li> <li>• Engage with two community partners in focus areas who can host pop-up library services or programs</li> <li>• Provide services at existing community events in underserved areas</li> </ul> <p>Plan a pilot of mobile outreach:</p> <ul style="list-style-type: none"> <li>• Research models for mobile outreach (bookmobile, small outreach van, book lockers), including possible use of volunteers</li> <li>• Identify potential surplus vehicles from City departments</li> </ul>   | <p>Work with partners to expand pop-up services and programs to two additional underserved areas</p> <p>Launch pilot of mobile outreach:</p> <ul style="list-style-type: none"> <li>• Procure vehicle (or partial use thereof) and outfit appropriately</li> <li>• Reallocate staff to support mobile outreach pilot</li> </ul> | <p>Launch full-scale mobile outreach:</p> <ul style="list-style-type: none"> <li>• Procure an exclusive vehicle and outfit as appropriate</li> <li>• Launch a coordinated campaign to promote the mobile outreach</li> </ul> <p>Increase semi-permanent staffing of library services in partner spaces throughout the community</p> |

|  |   |   |  |
|--|---|---|--|
|  | <ul style="list-style-type: none"> <li>Identify potential funding sources</li> </ul>  | Track and communicate success of pop-up and mobile outreach efforts   | Track usage, reach, and satisfaction for all outreach efforts  |
| <b>Rebuild Marketing and Communications Capacity</b> | <p>Revitalize library marketing and communications function:</p> <ul style="list-style-type: none"> <li>Designate a portion of an existing staff member's time to marketing and communications, with clear responsibilities, priorities, and reporting structure</li> <li>Create a shared repository for communications assets</li> <li>Conduct a review of all existing communications channels (newsletter, signage, website, social media, City channels) and identify gaps in reach, clarity, and consistency</li> <li>Develop a one-year communications plan that includes messaging priorities, audiences, and City alignment</li> </ul> <p>Strengthen external communications &amp; public visibility:</p> <ul style="list-style-type: none"> <li>Obtain newsletter opt-in permission for new patrons during card signup, or set opt-in as default</li> <li>Leverage City, Friends, and partners' communications functions to spread library news and messaging</li> <li>Communicate externally about library programs, services, and constraints</li> <li>Increase frequency and consistency of social media updates</li> <li>Create a community event participation plan and establish a consistent presence</li> <li>Identify opportunities for Trustees to attend community meetings to share information about the library</li> </ul> | <p>Expand community presence:</p> <ul style="list-style-type: none"> <li>Increase attendance at community events, civic meetings, and cultural festivals</li> <li>Strengthen presence in partner spaces (schools, community centers, nonprofits)</li> </ul> <p>Prepare for potential levy or merger ballot initiative:</p> <ul style="list-style-type: none"> <li>Collaborate with City communications function</li> <li>Share visible improvements and progress, and communicate what full funding would enable</li> </ul> | <p>Transition to a full-time marketing and community relations function:</p> <ul style="list-style-type: none"> <li>Expand the part-time role into a full-time communications and community relations manager</li> <li>Build anchor visibility at annual major city events and festivals.</li> </ul> |