



EVERETT

WASHINGTON

Everett City Council Preliminary Agenda 12:30 p.m., Wednesday, February 25, 2026 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Mayor's Comments

Approval Of Minutes: February 18, 2026

Public Comment

Council Comments

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$2,187,952.01 For The Period Ending February 7, 2026 Through February 13, 2026.

Documents:

[RES_CLAIMS PAYABLE 021326.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,892,239.64 For The Period Ending February 7, 2026.

Documents:

[2026 RESOLUTION FOR PAYROLL PAY PERIOD 04.PDF](#)

(3) Authorize Mayor To Execute The Lease Agreement With Cedar View Law At Everett Station.

Documents:

[2026 LEASE AT EVERETT STATION WITH CEDAR VIEW LAW.PDF](#)

(4) Authorize The Mayor To Sign Amendment No. 2 To Agreement No. WQC-2022-EverPW-00030 With Ecology To Extend The Grant Expiration Date.

Documents:

[DOE_WATER QUALITY RETROFIT PROGRAM_AMENDMENT NO. 2.PDF](#)

(5) Authorize The Mayor To Sign The Temporary Medical Oversight Services Agreement At A Cost Of \$5960 Per Month.

Documents:

[EVERETT FIRE TEMPORARY MEDICAL OVERSIGHT SERVICES AGREEMENT.PDF](#)

(6) Accept The Water Filter Plant Air Scour Building Replacement Project As Complete And Authorize The Mayor To Sign The Certificate Of Completion.

Documents:

[IMCO_WFP AIR SCOUR BUILDING REPLACEMENT_FINAL ACCEPTANCE.PDF](#)

(7) Authorize Mayor To Execute Lease Amendment No. 4 To The Cope Gillette Theatre Lease Between Village Theatre And City Of Everett.

Documents:

[LEASE AMENDMENT NO. 4_VILLAGE THEATRE.PDF](#)

(8) Authorize The Mayor To Sign The 2026 Agreement With Western Display Fireworks, LTD In The Amount Of \$100,000.

Documents:

[WESTERN DISPLAY FIREWORKS LTD.PDF](#)

PROPOSED ACTION ITEMS:

(9) CB 2602-06 – 1st Reading – Adopt An Ordinance Amending Ordinance 4084-25 Entitled, "Thornton A. Sullivan Park Floating Dock Repairs", Fund 354, Program 100, To Accumulate All Cost For The Project. (3rd & Final Reading 3/11/26)

Documents:

[CB 2601-06.PDF](#)

(10) CB 2602-07 – 1st Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled "WFP Water Standpipe Replacement" Fund 336, Program 052. (3rd & Final Reading 3/11/26)

Documents:

[CB 2601-07.PDF](#)

(11) CB 2602-09 – 1st & 2nd Readings – Adopt An Ordinance Creating A Special Improvement Project Entitled "2026 Pavement Maintenance Overlay" Fund 303, Program 138, To Accumulate All Costs For The Improvement. (3rd & Final Reading 3/04/26)

Documents:

[CB 2601-09.PDF](#)

BRIEFING & PROPOSED ACTION ITEM:

(12) CB 2602-08 – 1st Reading – Adopt An Ordinance Creating A New Chapter Of The Everett Municipal Code Relating To Endangerment With A Controlled Substance. (3rd & Final Reading 3/11/26)

Documents:

[CB 2601-08.PDF](#)

ACTION ITEMS:

(13) CB 2601-04 – 3rd & Final Reading - Adopt An Ordinance Relating To Stormwater Controls In The Combined Sewer Area, Amending Ordinance No. 3814-21.

Documents:

[CB 2601-04.PDF](#)

(14) CB 2602-05 – 3rd & Final Reading - Adopt An Ordinance To Amend And Close A Special Improvement Project Entitled “South Police Precinct Locker Room Renovation Project”, Fund 342, Program 032, As Established By Ordinance No. 3877-22.

Documents:

[CB 2601-05.PDF](#)

(15) Adopt A Resolution Setting April 22, 2026 At 12:30 P.m. As The Date And Time To Hear And Determine The Petition For The Proposed Vacation Of The Northern Portion Of The Alley Located In Block 6A, Plat Of Laurel Heights Lying Adjacent To 1810 52nd Street SE. (Public Hearing 4/22/26)

Documents:

[1810 52ND ST. SE PARTIAL ALLEY RIGHT OF WAY VACATION RESOLUTION.PDF](#)

BRIEFING & PUBLIC HEARING:

(16) Conduct A Public Hearing For The Draft Everett Transit Long Range Plan, Connecting Everett In 2045.

Documents:

[ET LONG RANGE PLAN FINAL DRAFT.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

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

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

AGENDAS, BROADCAST AND RECORDINGS

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

CONTACT THE COUNCIL

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

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



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 February 07, and checks issued February 13, 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:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	14,229.89	9,076.44
003	Legal	103,548.71	27,837.13
004	Administration	62,447.56	12,214.55
005	Municipal Court	133,962.81	27,308.69
007	Personnel	60,298.96	16,027.38
010	Finance	105,731.95	29,457.95
015	Information Technology	134,221.39	36,903.14
018	Communications and Marketing	21,262.46	6,968.79
021	Planning & Community Dev	136,218.57	36,933.31
024	Public Works	250,622.74	72,849.06
026	Animal Shelter	63,218.14	19,474.30
030	Emergency Management	11,323.49	2,735.29
031	Police	1,408,146.22	353,654.09
032	Fire	756,955.66	212,211.93
038	Facilities/Maintenance	106,481.54	35,733.20
101	Parks & Recreation	119,988.69	42,538.75
110	Library	121,440.00	36,756.52
112	Community Theatre	9,600.97	2,468.75
120	Street	79,180.80	26,561.18
153	Emergency Medical Services	418,703.53	109,018.41
197	CHIP	8,898.00	1,893.98
198	Community Dev Block	4,475.43	1,195.12
401	Utilities	1,008,324.87	329,734.54
425	Transit	633,918.42	194,240.20
440	Golf	27,984.84	11,179.75
501	Equip Rental	91,054.00	30,359.30
		<u>\$5,892,239.64</u>	<u>\$1,685,331.75</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2026.

Council President

Project title: Lease Agreement with Cedar View Law at Everett Station

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 2/25/26
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Lease Agreement

Department(s) involved:
Real Property
Transit
Parks & Facilities

Contact person:
Kimberly Moore

Phone number:
425-257-8305

Email:
KMoore@everettwa.gov

Initialed by:
KBM
Department head

Administration

Council President

Project: Lease Agreement with Cedar View Law at Everett Station

Partner/Supplier: Cedar View Law, PLLC

Location: 3201 Smith Ave., Everett, WA 98201

Preceding action: N/A

Fund: 425

Fiscal summary statement:

Cedar View Law seeks to lease space located on the fourth floor of Everett Station. The proposed lease agreement is for a term of five years. The monthly lease rate for approximately 899 square feet of commercial office space is \$1,798 per month (\$24/square foot), plus leasehold tax, and will increase 3% annually.

Project summary statement:

Cedar View Law provides professional legal services and is seeking a location in the City of Everett. The proposed five-year lease is for three suites on the fourth floor of Everett Station.

Recommendation (exact action requested of Council):

Authorize Mayor to execute the Lease Agreement with Cedar View Law at Everett Station.

STANDARD LEASE



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

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

Tenant	Cedar View Law, PLLC, a Washington professional limited liability company
	108 Union Avenue
	Snohomish, WA 98290
	Heather@cedarviewlaw.com
Base Rent	\$1,798 per month + \$230.86 Leasehold Tax (12.84%) Total Monthly Rent: \$2,028.86 Base rent shall increase at the rate of 3% annually, beginning April 1, 2027.
Security Deposit	\$4,000 (if “0” or left blank, then there is no security deposit)
Building	The building located at 3201 Smith Avenue in Everett, Washington, in which the Leased Premises is located. The legal description of real property on which the Building is located is attached as <u>Exhibit A</u> . If the parties determine that a drawing of the Leased Premises is necessary, it will also be included as part of <u>Exhibit A</u> .
Leased Premises	Approximately 899 rentable square feet of commercial spaced comprised of Suites 402 (394 sf), 403 (296 sf) and 404 (209 sf)
Term	Five (5) years, commencing on April 1, 2026.
Extension Term	The terms and conditions of Extension Term(s), if any, are provided in <u>Exhibit B</u> . If there is no <u>Exhibit B</u> , then there are no Extension Term(s).
Approved Use	Commercial office space
Special Termination Right	Landlord may terminate this Lease for convenience at any time at Landlord’s sole discretion effective upon 60 days prior written notice to Tenant. A termination for convenience is not a default under this Lease by either party, and Tenant’s obligation to pay Base Rent and Additional Rent

	is only for Base Rent and Additional Rent accruing prior to the effective date of the termination for convenience.
Landlord Notice Address	Real Property Manager City of Everett 802 E. Mukilteo Blvd., Bldg. 100 Everett, WA 98201
Services Provided by Landlord	Landlord will provide common utilities (electrical, plumbing, HVAC), garbage, janitorial, common area repairs and maintenance, building insurance. Landlord to provide maintenance and repairs to structural components in Leased Premises unless caused by Tenant's misuse or negligence.
Additional Requirements Regarding Signs	With Landlord's prior review and approval at Landlord's sole discretion, Tenant (at Tenant's sole cost) may install signage. Landlord shall also provide a directory in the main lobby and directional signage at the elevator directing visitors to the common suite entrance (as designated by Tenant) and hallway signage. Tenant shall be responsible for the cost of signage placards.
Additional Rules	N/A
Additional Provisions	<p>A. Landlord will not charge Rent for the first two months of the Lease term.</p> <p>B. Base Rent includes use share of the common area, which only includes the common breakroom/kitchen and restrooms shown on <u>Exhibit A</u>.</p> <p>C. Tenant shall be responsible for repairs and maintenance within the Leased Premises as set forth in Section 8. This includes, for example, repair of damage to drywall caused by installation or mounting of objects.</p> <p>D. Tenant is responsible for its phone and internet service.</p> <p>E. Tenant has requested to make the following Tenant Alterations to the Leased Premises:</p> <ol style="list-style-type: none"> (1) Install a new door between Suites 402 and 403, and 403 and 404; (2) Infill the existing doorway between Suite 402 and the common area breakroom; and (3) Construct/install a wall and door to create a conference room in Suite 402. <p>Landlord approves these Tenant Alterations so long as built to mutually agreed space plan and specifications. Tenant Alterations will be done in accordance with Section 12 below. All approved Tenant Alterations shall be performed at prevailing wage. If Tenant terminates the Lease or abandons the Leased Premises prior to the end the Lease Term, then Tenant will, if</p>

	<p>requested by Landlord, remove these Tenant Alterations, repair any damage caused by such removal, and restore to pre-Lease condition.</p> <p>Notwithstanding anything to the contrary, Tenant shall not be required to remove or restore any Tenant Alterations or improvements that were approved in writing by Landlord. Only unapproved or non-conforming alterations may be subject to removal at Landlord's election.</p> <p>F. The final sentence of Section 13(a) below is revised as follows, with strikeout text deleted and <u>underlined</u> text added:</p> <p>Whether or not Landlord consents to any proposed assignment of this Lease, Tenant shall pay Landlord's reasonable review and processing fees, as well as any reasonable professional fees (including, without limitation, attorneys', accountants', architects', engineers' and consultants' fees) incurred by Landlord not to be less than <u>not to exceed</u> two thousand five hundred dollars (\$2,500), within thirty (30) days after demand by Landlord.</p> <p>G. Section 16(e) "Waiver of Subrogation" is deleted.</p> <p>H. Section 22 below is replaced with the following:</p> <p>Landlord shall have no right to relocate the Tenant during the Term.</p> <p>I. Section 23(a) below is replaced with the following:</p> <p>Landlord and Tenant acknowledge that Lee & Associates Commercial Real Estate Services, LLC represents the Landlord in this transaction and CBRE, Inc represents Tenant in this Transaction. Landlord shall be responsible for paying commissions to Lee & Associates and CBRE pursuant to separate listing agreement(s). Landlord and Tenant warrant to one another that, except for Lee & Associates and CBRE, neither has engaged a broker in connection with this Lease and agree to indemnify the other if a claim for a fee or commission from any person other than Lee & Associates and CBRE arises in connection with this transaction as a result of such indemnifying parties' activities. All parties acknowledge receipt of the pamphlet entitled, "Real Estate Brokerage in Washington."</p>
Landlord Work	If Landlord has agreed to construct improvements in the Leased Premises, such work is shown in <u>Exhibit C</u> . If there is no <u>Exhibit C</u> , Landlord has not agreed to construct any improvements in the Leased Premises.
Lease Guaranty	<p>Name of Guarantor, if any: Heather Derenski.</p> <p>The form of the Lease Guaranty is provided in <u>Exhibit D</u>. If the Guarantor is a married person, both spouses must sign the Lease Guaranty as Guarantors.</p>

Parking	The parking provisions of this Lease, if any, are provided in <u>Exhibit E</u> . If there is no <u>Exhibit E</u> , then there are no parking provisions applicable to this Lease.
Tenant Insurance Contact Information	American Family Insurance – Trammel Smith
	253-845-5838
	Tsmit9@amfam.com

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

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

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

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

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

Treasurer
City of Everett
2930 Wetmore Avenue
Everett, WA 98201

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

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

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

7. INSPECTION AND RIGHT-OF-ENTRY. Landlord and its agents shall have the right, but not the duty, to inspect the Leased Premises at any time to determine whether Tenant is complying with the terms of this Lease. If Tenant is not in compliance with this Lease, Landlord shall have the right, but not the duty, to immediately enter upon the Leased Premises to remedy any conditions or circumstances caused by Tenant's failure to comply with the terms hereof, and

Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in connection with the remedy of such conditions or circumstances within thirty (30) days of demand.

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

9. LANDLORD'S ACCESS FOR REPAIRS. Landlord reserves the right to make repairs, alterations, connections or extensions to the Leased Premises and the Building as Landlord deems necessary ("**Landlord Repairs**"), and Tenant shall permit Landlord to enter the Leased Premises for the purpose of making Landlord Repairs at any time on reasonable notice (except in the case of an emergency in which case no notice shall be required). Tenant shall have no right to abate rent or receive any compensation by reason of inconvenience or annoyance arising from Landlord Repairs. This Section 9 does not create any duty on the part of Landlord to make Landlord Repairs. Tenant agrees to pay to Landlord as Additional Rent the entire cost of Landlord Repairs which are necessary due to Tenant's negligence or breach of this Lease together with a fee for overhead and administrative expenses equal to 10% of such costs.

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

11. UTILITIES AND OTHER CHARGES.

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

methods shall be subject to Landlord's prior written consent, which may be withheld in its sole discretion.

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

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

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

13. SUBLETTING AND ASSIGNMENT.

(a) Assignment and Subletting by Tenant. Tenant shall not sublet the whole or any part of the Leased Premises, nor assign this Lease, or any part thereof, without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion. This Lease is not assignable by operation of law. If Tenant is a corporation (or after incorporation), then any transfer of this Lease by merger, consolidation or liquidation, or any change in the ownership of, or power to vote the majority of Tenant's outstanding stock, will constitute an

assignment for the purposes of this Section. If Tenant is a partnership or limited liability company, then any dissolution or termination of the partnership or limited liability company or change in control of the partnership or limited liability company or in a majority of the interests held by the partners or members thereof will constitute an assignment for purposes of this Section. Any assignment made by Tenant will not become effective until the assignee, in a written instrument acceptable to Landlord at Landlord's sole discretion, assumes this Lease and agrees to perform and be bound by all of the obligations of Tenant accruing under this Lease from and after the date of assignment. Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay rent and to perform all other obligations to be performed by Tenant under this Lease. Acceptance of rent by Landlord from any person other than Tenant will not be deemed to be a waiver by Landlord of any provision of this Lease. Consent to one assignment or subletting will not be deemed consent to any subsequent assignment or subletting. Whether or not Landlord consents to any proposed assignment of this Lease, Tenant shall pay Landlord's reasonable review and processing fees, as well as any reasonable professional fees (including, without limitation, attorneys', accountants', architects', engineers' and consultants' fees) incurred by Landlord not to be less than two thousand five hundred dollars (\$2,500), within thirty (30) days after demand by Landlord.

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

14. SURRENDER OF LEASED PREMISES.

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

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

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

15. INDEMNIFICATION.

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

(b) Concurrent Fault. This Section does not purport to indemnify Landlord against liability for Covered Claims caused by or resulting from the sole gross negligence or willful

misconduct of Landlord, its officers, employees and agents. If Covered Claims are caused by or result from the concurrent negligence of (i) Landlord, its officers, employees or agents, and (ii) Tenant, its agents, servants, employees, officers, subcontractors, sublicensees, subtenants, successors or assigns, then this Section will provide Landlord the maximum indemnification permitted by law.

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

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

16. INSURANCE/WAIVER OF SUBROGATION.

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

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

(ii) "Special Form" property insurance (which is commonly called "all risk") covering Tenant Alterations and any and all furniture, fixtures, equipment, inventory, improvements and other property in or about the

Leased Premises which is not owned by Landlord, for the then, entire current replacement cost of such property.

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

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

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

(b) All insurance policies required under this Section 16 shall be with companies having a rating according to Best's Insurance Key Rating Guide for Property – Casualties of no less than A- Class VII. Each policy shall provide that it is not subject to cancellation, lapse or reduction in coverage except after thirty (30) days' written notice to Landlord. Tenant shall deliver to Landlord, prior to the commencement of its occupation of the Leased Premises and, from time to time thereafter, at Landlord's request, certificates evidencing the existence and amounts of all such policies and copies of such insurance policies. There shall be no deductible amount applicable with respect to the Tenant's policy of commercial general liability insurance, unless approved in advance by Landlord in writing. Deductibles for Tenant's "special form" property insurance shall be commercially reasonable and customary. There shall be no self-insured retention with respect to the insurance requirements under this Section 16, unless approved in advance in writing by Landlord in its sole discretion.

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

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

(e) Waiver of Subrogation. Tenant intends that its property loss risks shall be borne by reasonable insurance carriers to the extent above provided, and Tenant hereby agrees to look solely to, and seek recovery only from, its respective insurance carriers in the event of a property loss to the extent that such coverage is agreed to be provided hereunder. Tenant hereby waives all rights and claims for such losses, and waives all rights of subrogation of its respective insurers, provided such waiver of subrogation shall not affect the rights to the insured

to recover thereunder. Tenant agrees that its respective insurance policies are now, or shall be, endorsed such that the waiver of subrogation shall not affect the right of the insured to recover thereunder, so long as no material additional premium is charged therefor.

17. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY.

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

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

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

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

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

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

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

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

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

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

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

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

(b) Termination of Possession. Terminate Tenant's right to possess the Leased Premises without terminating this Lease by giving written notice thereof to Tenant, in which event Tenant shall pay to Landlord (i) all rent and other amounts accrued under this Lease to the date of termination of possession, (ii) all amounts due from time to time, and (iii) all rent and other net sums required under this Lease to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Leased Premises during such period, after deducting all reasonable costs incurred by Landlord in reletting the Leased Premises. If Landlord elects to proceed under this subsection, Landlord may remove all of Tenant's property from the Leased Premises and store the same in a public warehouse at a reasonable cost to, and for the account of, Tenant, without becoming guilty of trespass, or liable for any reasonable loss or damage that may be occasioned thereby. Landlord shall use commercially reasonable efforts to relet the Leased Premises on such terms as Landlord in its sole discretion may determine (including a lease term different from the Term, rental concessions, use of brokers and alterations to, and improvement of, the Leased Premises); however, Landlord is not obligated to relet the Leased Premises before leasing other portions of the Building or property and Landlord is not obligated to accept any prospective tenant proposed by Tenant unless such proposed tenant meets all of Landlord's reasonable, then existing leasing criteria. Landlord shall not be liable for, nor shall Tenant's obligations under this Lease be diminished because of, Landlord's failure to relet the Leased Premises or to collect rent due for such reletting. Tenant is not entitled to the excess of any consideration obtained by reletting over the rent due under this Lease. Reentry by Landlord in the Leased Premises shall not affect Tenant's obligations under this Lease for the unexpired Term; rather, Landlord may, from time to time, bring an action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all reasonable actions taken by Landlord to dispossess or exclude Tenant from the Leased Premises shall be deemed to be taken under this subsection 20(b). If Landlord elects to proceed under this subsection 20(b), it may at any time elect to terminate this Lease. Tenant hereby waives all claims for damages that may be caused by Landlord's re-entering and taking possession of Leased Premises or removing and storing the property of Tenant as provided in this Lease, and will save Landlord harmless from loss, costs or damages occasioned Landlord thereby, and no such re-entry shall be considered or construed to be forcible entry.

21. HAZARDOUS MATERIALS.

(a) No Hazardous Materials. Tenant shall not cause or permit any storage, use, sale, release, generation or disposal of any Hazardous Materials (as defined below) in, on or about the Leased Premises or the Building; provided, however, Tenant shall be permitted without notice or Landlord's written consent to handle, store, use or dispose of products containing small

quantities of Hazardous Materials, such as ordinary cleaning and ordinary maintenance products used by Tenant for cleaning and maintenance in the reasonable and prudent conduct of the Approved Use on the Leased Premises. Tenant further covenants and agrees that at all times during the Term of this Lease, Tenant shall comply with all applicable Environmental Laws (as defined below), now or hereafter in effect, regulating Tenant's occupation and/or operation and/or use of the Leased Premises or any other portion of the Building. Prior to the expiration or termination of this Lease or such earlier time as may be required by Landlord or applicable law, Tenant shall, at Tenant's sole cost and expense and in accordance with all Environmental Laws and after obtaining Landlord's written consent which may be subject to such conditions as Landlord deems necessary, (i) remove from the Leased Premises and the Building any and all Hazardous Materials which Tenant, its employees, agents, contractors and/or sublessees, or invitees have used, sold, released, generated or disposed of in, on or about the Leased Premises or the Building and (ii) restore the Leased Premises and the Building to their condition existing prior to the appearance of such use, sale, release, generation or disposal of Hazardous Materials.

(b) Indemnification. In addition to Tenant's indemnity, defense, and hold harmless obligations elsewhere in this Lease, if Tenant breaches this Section 21, or if the use, sale, release, generation or disposal of Hazardous Materials caused or permitted by Tenant causes contamination or other damage of the Leased Premises or the Building or any property in the vicinity of the Building, or if contamination or other damage to the Leased Premises by Hazardous Materials otherwise occurs for which Tenant is responsible or otherwise legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all liabilities, obligations, charges, losses, damages, penalties, claims, demands, actions, suits, judgments, costs, expenses and disbursements (including, without limitation, diminution in value of the Leased Premises or the Building, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise during or after the Term as a result of such contamination or damage. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Materials present in the soil or groundwater on or under the Leased Premises or the Building.

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

(d) **"Environmental Laws"** means all federal, state, and local laws, statutes, rules, regulations, ordinances, and codes, and any judicial or administrative interpretation thereof or requirement thereunder, now or hereafter in effect, relating, to the regulation or protection of human health, safety, the environment and natural resources, including without

limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. §§ 5101 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001 et seq.), and any similar or comparable state or local laws, including without limitation, the Model Toxics Control Act (Chapter 70A.030 RCW, formerly codified at Chapter 70.105D RCW) and the Hazardous Waste Management Act (Chapter 70A.029 RCW, formerly codified at Chapter 70.105 RCW).

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

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

23. MISCELLANEOUS

(a) Brokers. Landlord and Tenant warrant to one another that neither has engaged a broker in connection with this Lease and agree to indemnify the other if a claim for a fee or commission arises in connection with this transaction as a result of such indemnifying parties' activities.

(b) Not Used.

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

(d) Liens. Tenant shall keep the Leased Premises free and clear of all liens and encumbrances arising from or out of its use and occupancy of the Leased Premises and Building.

If any lien is filed against the Leased Premises or the Building or adjacent or underlying property owned by Landlord as a result of the action or inaction of Tenant or its employees, agents or contractors, Tenant shall upon demand promptly have the lien released or provide Landlord with a bond in the amount required by Landlord to remove the lien of record. Nothing in this Lease, including this subsection, shall be deemed as a concession that the Leased Premises, or any other City-owned property, is subject to lien under Washington law.

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

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

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

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

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

(j) Joint and Several Liability. If Tenant is composed of more than one signatory to this Lease, each signatory shall be jointly and severally liable with each other signatory for payment and performance according to this Lease. The act of, notice to, notice from, refund to or signature of, any signatory to this Lease (including, without limitation,

modifications of this Lease made by fewer than all such signatories) shall bind every other signatory as though every other signatory had so acted, or received or given the notice or refund, or signed.

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

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

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

(n) Severability. If any provision of this Lease or any application hereof shall be found to be invalid or unenforceable, for any reason, such provisions shall be enforceable to the maximum extent permitted by law and the remainder of this Lease and any other application of such provision shall not be affected thereby. If this Lease is invalidated or deemed unenforceable in its entirety by a court of competent jurisdiction, such event will be deemed a termination for convenience, which not a default under this Lease by either party, and Tenant's obligation to pay Base Rent and Additional Rent is only for Base Rent and Additional Rent accruing prior to the effective date of the termination for convenience.

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

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

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

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

(s) Reimbursement of Landlord. Landlord's reasonable costs and expenses (including, without limitation, architects', engineers', attorneys' and other consultants' fees) incurred in consideration of, or in response to, a request by Tenant for any Landlord consent,

including but not limited to, consents to an assignment, a subletting or the presence or use of Hazardous Materials, shall be paid by Tenant upon receipt of an invoice therefor.

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

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

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

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

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

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

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

[signatures on following pages(s)]

IN WITNESS WHEREOF THE PARTIES hereto have executed this lease.

LANDLORD:

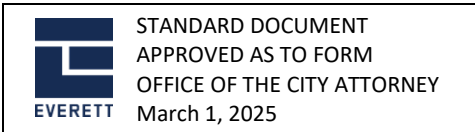
**CITY OF EVERETT
WASHINGTON**

Cassie Franklin, Mayor

ATTEST

Date

Office of the City Clerk



TENANT:

CEDAR VIEW LAW, PLLC, a Washington professional limited liability company

Signature: _____

Name of Signer: Heather Derenski

Title of Signer: Managing Member

EXHIBIT A

Legal Description of Property at 3201 Smith Avenue

That portion of Blocks 744 and 759 in the Everett Land Company's First Addition to the City of Everett, according to the plat thereof recorded in Volume 3 of Plats, Page 20, vacated 32nd Street and the east half of the northwest quarter of Section 29, Township 29 North, Range 5 East W.M. in Snohomish County, Washington, described as follows:

Beginning at the southwest corner of Lot 3, said Block 759: thence northwesterly along the northeasterly right-of-way line of Smith Avenue, according to the recorded plat thereof, in Volume 3 of Plats, Page 20, to the northwest corner of Lot 13, said Block 744; thence northeasterly along the northwest line of said Lot 13 and the northeasterly extension of said line to the point of intersection with a line drawn parallel with, and distant 40.0 feet southwesterly of Burlington Northern Railroad Company's Main Track centerline, as now located and constructed; thence southeasterly along said parallel line to the point of intersection with the northeasterly extension of the southeasterly line of said Lot 3, Block 759; thence southwesterly along said southeasterly line to the point of beginning.

Leased Premises

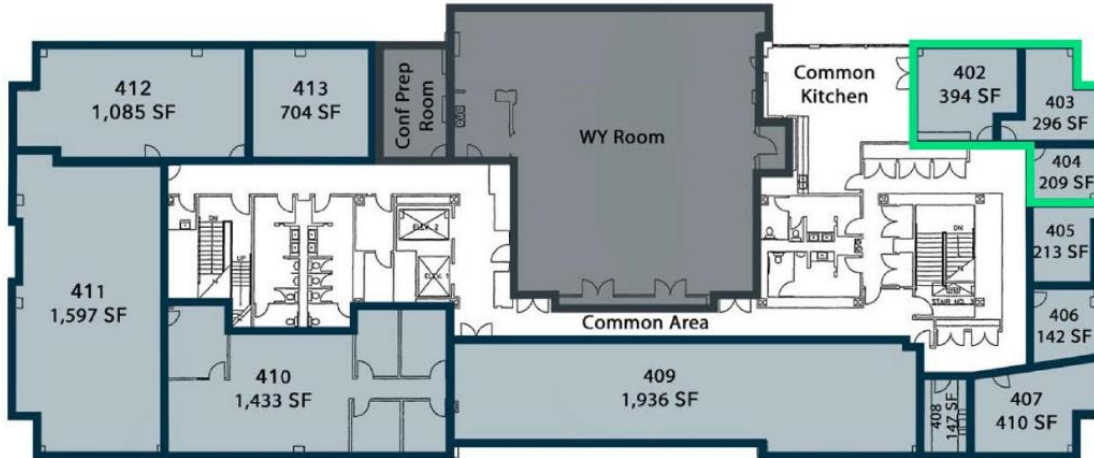


EXHIBIT B

Terms and Conditions of Extension Term

No extension term

EXHIBIT C

Landlord Work

Leased Premises to be delivered to Tenant in its current condition, except that Landlord shall complete the work outlined below, per Landlord's base building specifications:

- Replace carpeting with new building-standard;
- Paint the interior walls; and
- Remodel suite doors to include glass relites.

Landlord shall complete all Landlord Work no later than thirty (30) days following the date of full execution of this Lease. If Landlord is unable to complete the work by such date, Rent shall abate day-for-day until substantial completion.

EXHIBIT D

Form of Lease Guaranty



GUARANTY OF LEASE

Guarantor	Heather Derenski
Tenant	Cedar View Law PLLC
Date of Lease Agreement	4/1/2026
Address of Leased Premises	3201 Smith Ave., Everett, WA 98201

For valuable consideration, and as an inducement to the City of Everett, a Washington municipal corporation ("**Landlord**") to agree to and enter into the Lease Agreement with the Tenant shown in the table above (the "**Tenant**") dated on or about the date shown in the table above (the "**Lease**"), which covers certain premises located at the address in the table above and otherwise may be described in the Lease, the undersigned Guarantor shown in the table above (the "**Guarantor**"), being financially interested in Tenant and benefiting from the Lease, guarantees to Landlord the full and prompt payment of all sums, including, but not limited to, the rent, taxes, leasehold excise tax, insurance, utility charges and any and all other sums and charges payable by the Tenant under the Lease, including all renewals and extensions thereof, and the full and prompt performance and observance of all the covenants, terms conditions and agreements in the Lease required to be performed and observed by Tenant. Guarantor agrees to and with Landlord that if Tenant or its successors or assigns at any time defaults in the payment of any such sum or in the performance of any of the terms, covenants, provisions or conditions contained in the Lease, and such default is not cured within the applicable cure period, Guarantor will immediately pay such sum or will immediately perform and fulfill such terms, covenants and conditions and agreements, and will immediately pay to Landlord, or its successors and assigns, all damages that may arise as a consequence of any default by Tenant under the Lease including, without limitation, all reasonable attorneys' fees incurred by Landlord. This is an absolute and unconditional guaranty of payment and performance.

The obligations under this Guaranty are independent of the obligations of Tenant to Landlord, and a separate action or actions may be brought and prosecuted against Guarantor, regardless of whether an action is brought against Tenant and regardless of whether Tenant is joined in such action or actions. Guarantor waives the benefit of any statute of limitations affecting its liability under this Guaranty or the enforcement of this Guaranty. The liability of Guarantor under this Guaranty is primary and will not be affected or diminished by any transfer, assignment or encumbrance of Tenant's interest in the Lease or any sublease of all or any part of the premises covered under the Lease.

Guarantor authorizes Landlord, without notice or demand and without affecting Guarantor's liability under this Guaranty, from time to time to (a) renew, extend, accelerate or otherwise change the time for payments under or otherwise change the terms of, the Lease or any part thereof including, but not limited to, extending the duration thereof; (b) take and hold security for the payment of this Guaranty or the indebtedness guaranteed and exchange, enforce, waive and release any such security; (c) apply any security for the Lease or direct the order or manner of sale thereof as Landlord in its sole discretion may determine; (d) release or substitute any one or more guarantors; (e) modify or alter the liability of Tenant under the Lease; (f) settle or compromise any claim of Landlord against Tenant; or (g) consent to the assignment Tenant's interest under the Lease or the subletting of all or any part of the premises. Landlord may assign the Lease and/or this Guaranty in whole or in part, without notice and without in any manner affecting Guarantor's obligations hereunder.

Guarantor waives any right to require Landlord to (a) proceed against Tenant; (b) proceed against or exhaust any security held from Tenant; or (c) pursue any other remedy in Landlord's power whatsoever. Guarantor waives any defense arising by reason of any disability or other defense of Tenant or by reason of the cessation from any cause whatsoever of the liability of Tenant. Until all obligations of Tenant to Landlord under the Lease shall have been fully paid and performed, Guarantor shall have no right of subrogation, and waives any right to enforce any remedy which Landlord now has or may hereafter have against Tenant, and waives any benefit of, and any right to participate in any security now or hereafter held by Landlord. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Guaranty and of the existence, creation or incurring of new or additional indebtedness and all other notices of every kind and nature to which Guarantor might otherwise be entitled as a matter of law.

Any indebtedness of Tenant now or hereafter held by Guarantor is subordinated to the indebtedness of Tenant to Landlord and such indebtedness of Tenant to Guarantor, if Landlord so requests, shall be collected, enforced and received by Guarantor as a trustee for Landlord and be paid over to Landlord on account of the indebtedness of Tenant to it, but without reduction or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty. Until such time as the Lease has been paid and performed in full, Guarantor agrees not to exercise any rights it may now or hereafter acquire against Tenant (whether by subrogation, reimbursement, or otherwise) arising out of payments to Landlord hereunder. Guarantor hereby waives and relinquishes in favor of Landlord and Tenant any claim or right to payment Guarantor may now have or hereafter have or acquire against Tenant, by subrogation or otherwise. This Guaranty shall continue in effect until one year and one day following the final payment and performance by Tenant under the Lease.

Guarantor agrees that it is not necessary for Landlord to inquire into the powers of Tenant or any managers, members, officers, directors or agents acting or purporting to act on Tenant's behalf, if any, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder. Guarantor warrants that this Guaranty has been duly authorized by all necessary authorities.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Washington, Guarantor hereby irrevocably agrees that any legal action or proceedings against Guarantor with respect to this Guaranty may be brought in the courts of the State of Washington and, by Guarantor's execution and delivery of this Guaranty, Guarantor irrevocably submits to each such jurisdiction and irrevocably waives any and all objections which Guarantor may have as to venue in any of such courts. In the event that the Lease is subject to the Residential Landlord Tenant Act, Chapter 59.18 RCW, this Guaranty will be construed in accordance with such Act and enforced to the maximum extent allowed under such Act.

Guarantor agrees to immediately pay all costs of enforcement of this Guaranty, including Landlord's reasonable attorneys' fees and all costs and expenses of suit and in preparation therefor and on appeal therefrom. Any sums due hereunder which are not paid when due shall bear interest at a rate equal to the lesser of 12% or the maximum rate permitted by law. This Guaranty shall continue in full force and effect and shall be unaffected by any bankruptcy, reorganization or insolvency of Tenant or any successor or assign of Tenant or any disaffirmance or rejection of the Lease by a trustee of Tenant or any trustee of any successor or assign of Tenant. This Guaranty may be signed with Adobesign, which is fully binding.

HEATHER DERENSKI

Signature: _____

Signer's Name: Heather Derenski

Title of Signer (if any): Managing Member

Signer's Physical Address: 108 Union St, Snohomish, WA
98290

Signer's Email Address: Heather@cedarviewlaw.com

EXHIBIT E

Parking

Starting at the commencement of the Lease Term, Tenant shall have non-exclusive use of 3 stalls in the Employee Parking Lots A & B at no charge. However, the City may upon notice to Tenant begin charging Tenant for the 3 stalls, at which time Tenant may elect to not keep the 3 stalls and park elsewhere. In addition, Tenant shall have the use of Commuter Parking Lot on a first come first serve basis.



Project title: Amendment No. 2 to Agreement No. WQC-2022-EverPW-00030 with the Washington State Department of Ecology

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 02/25/26
Action
Ordinance
Public hearing
Yes No

Budget amendment:
Yes No

PowerPoint presentation:
Yes No

Attachments:
Proposed Agreement

Department(s) involved:
Public Works

Contact person:
Grant Moen

Phone number:
425-257-8947

Email:
gmoen@everettwa.gov

Initialed by:
RLS
Department head

Administration

Council President

Consideration: Amendment No. 2 to Agreement No. WQC-2022-EverPW-00030

Project: Water Quality Retrofit/Improvements; City of Everett’s Programmatic Effort

Partner/Supplier: Washington State Department of Ecology (Ecology)

Location: Several

Preceding action: Approval of Amendment No. 1 to the Water Quality Combined Financial Assistance Agreement with Ecology - [12/11/24](#)

Fund: 401 – Water & Sewer Utility Fund

Fiscal summary statement:

This amendment redistributes the funding among the remaining tasks, but does not impact the total award amount.

Project summary statement:

This amendment (Amendment No. 2) extends the term of the grant agreement between the City and Ecology by 10 months to January 31, 2027 to provide the City with additional time to complete construction and close out deliverables for the project.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 2 to Agreement No. WQC-2022-EverPW-00030 with Ecology to extend the grant expiration date.



**AMENDMENT NO. 2
TO AGREEMENT NO. WQC-2022-EverPW-00030
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF EVERETT**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and CITY OF EVERETT (RECIPIENT) for the Water Quality Retrofit/Improvements; City of Everett's Programmatic Effort (PROJECT).

This amendment will extend the expiration date of the AGREEMENT from March 31st, 2026, to January 31st, 2027, to provide the RECIPIENT additional time to complete construction and close out deliverables. To ensure sufficient time for construction for GW-2, a copy of the signed construction contract for site GW-2 must be submitted by May 31st, 2026. To ensure construction is completed on time for Site PC1-5, the signed construction completion form must be submitted by September 30th, 2026. This project milestone is subject to the non-performance clause in our agreed upon Terms and Conditions (28.a.).

This amendment will also redistribute the funding, but will not impact the total award amount, the budget will be adjusted as follows:

- Task 1 is reduced by \$16,420.00 from \$20,020.00 to \$3,600.00.
- Task 2 is reduced by \$12,000.00 from \$45,760.00 to \$33,760.00.
- Task 3 will remain the same.
- Task 4 is reduced by \$23,000.00 from \$74,360.00 to \$51,360.00.
- Task 5 is increased by \$64,420.00 from \$343,200.00 to \$407,620.00
- Task 6 is reduced by \$13,000.00 from \$14,300.00 to \$1,300.00

This amendment does not impact the scope of work.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Expiration Date:

Original: 03/31/2026 Amended: 01/31/2027

CHANGES TO SCOPE OF WORK

Task Number: 1 **Task Cost:** \$3,600.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- * Properly maintained project documentation.

Recipient Task Coordinator: Samuel Alexander

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

CHANGES TO SCOPE OF WORK

Task Number: 2 **Task Cost:** \$33,760.00

Task Title: Cultural and Environmental Reviews, and Permitting

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will provide both the ECOLOGY project manager and separegister@ecy.wa.gov an initial consultation on the draft State Environmental Policy Act (SEPA) documents.
- B. The RECIPIENT will notify the ECOLOGY project manager, in addition to the required distribution and public notice, when SEPA documents have been issued for the official comment period, which is a minimum of 21 days.
- C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.
- D. The RECIPIENT will submit the documents listed below to ECOLOGY to initiate cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed for potential affects to cultural resources.

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.

2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

Deliverables

Number	Description	Due Date
--------	-------------	----------

2.1	SEPA checklist, or other documentation for projects considered exempt from SEPA review. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	List of permits acquired and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.3	Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. ECOLOGY will upload documentation to EAGL when cultural resources is complete.	
2.4	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	

CHANGES TO SCOPE OF WORK

Task Number: 4 **Task Cost:** \$51,360.00

Task Title: Construction Management

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Guidance for CQAP development is located in the Design Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit a project schedule prior to the start of construction and whenever major changes occur.
- E. Prior to execution, the RECIPIENT will submit to ECOLOGY any eligible change orders that deviate from ECOLOGY-accepted plans and specifications. ECOLOGY must review and accept all change orders that affect grant eligible activities prior to implementation. Allow 10 calendar days for ECOLOGY review.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and

provide ECOLOGY with all requested project documentation.

Task Expected Outcome:

The project will be constructed on schedule and in accordance with accepted plans.

Deliverables

Number	Description	Due Date
4.1	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
4.2	Pre-Construction Conference Meeting Minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Project Schedule. Submit prior to construction and when changes occur. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.4	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	

CHANGES TO SCOPE OF WORK

Task Number: 5 **Task Cost:** \$407,620.00

Task Title: Construction

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The construction project will include installation of two TAPE GULD pretreatment devices, a bioretention facility, and retrofit of two existing detention facilities across four sites to mitigate runoff from approximately 24 acres of pollution-generating impervious surfaces.

B. Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications, and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in total suspended solids (TSS) and oil (total petroleum hydrocarbons).

Deliverables

Number	Description	Due Date
5.1	Signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
5.2	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	

CHANGES TO SCOPE OF WORK

Task Number: 6 **Task Cost:** \$1,300.00

Task Title: Project Close Out

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. The RECIPIENT will develop and submit an Operations and Maintenance (O&M) plan for all facilities constructed with ECOLOGY funding to ECOLOGY for review. The O&M plan must address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual. O&M plan development guidance is located in the Design Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.

B. The RECIPIENT will calculate and submit a final equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Design Deliverables Document.

C. The RECIPIENT will submit the final GIS compatible project area in shapefile, geodatabase file, or ECOLOGY-approved equivalent. The project area should include polygon features for stormwater facilities and contributing areas.

D. The RECIPIENT will submit the Recipient Closeout Report (RCOR) in EAGL in accordance with Task 1.

E. The RECIPIENT will submit the Two-page Outcome Summary Report using the ECOLOGY template in accordance to Task 1. Upload the Two-page Outcome Summary Report in the RCOR in EAGL.

Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:

* Timely and complete submittal of O&M plan, equivalent area calculation, GIS, Recipient Closeout Report, and Two-page Outcome Summary Report.

* Proper maintenance of the constructed facility to maintain water quality benefits.

Deliverables

Number	Description	Due Date
6.1	Facility Operation and Maintenance Plan. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
6.2	Final, as constructed, equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
6.3	Final, as constructed, project area shapefile, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	

CHANGES TO THE BUDGET

Funding Distribution EG220599

Funding Title: SFAP

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 01/31/2027

Funding Source:

Title: SFAP - SFY22
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect: 30 %
 Recipient Match %: 25%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 3,600.00
Cultural and Environmental Reviews, and Permitting	\$ 33,760.00
Design Plans and Specifications	\$ 74,360.00
Construction Management	\$ 51,360.00
Construction	\$ 407,620.00
Project Close Out	\$ 1,300.00

Total: \$ 572,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25 %	\$ 143,000.00	\$ 429,000.00	\$ 572,000.00
Total		\$ 143,000.00	\$ 429,000.00	\$ 572,000.00

CITY OF EVERETT

Water Quality Retrofit/Improvements; City of Everett's Programmatic Effort Project

Agreement No. WQC-2022-EverPW-00030

Amendment No. 2

ATTEST: OFFICE OF THE CITY CLERK

Marista Jorve, City Clerk

Date

Template Approved to Form by
Attorney General's Office



City Council Agenda Item Cover Sheet

Project title: Temporary Medical Oversight Services Agreement

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
 Proposed action
 Consent 2/25/26
 Action
 Ordinance
 Public hearing
 Yes X No

Budget amendment:
 Yes X No

PowerPoint presentation:
 Yes X No

Attachments:

Department(s) involved:
 Fire

Contact person:
 Chief Dave DeMarco

Phone number:
 425-257-8101

Email:
 DDeMarco@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Emergency Medical Services Medical Director Delegate Oversight Services

Partner/Supplier: Dr. Catharine R. Keay

Location: NA

Preceding action: N/A

Fund: 153/EMS

Fiscal summary statement:

2026 funding for medical program director delegate physician services are already budgeted in fund 153. There is no increase in cost with this action.

Project summary statement:

The Medical Program Director (M.P.D.) Delegate for Everett Fire, Dr. Ron Brown, informed the city he will be retiring at the end of February. To ensure Everett Fire has continuous medical oversight of emergency medical services, we are entering into a temporary agreement with the current Snohomish County M.P.D., Dr. Catharine Keay, to fill local delegate duties while the department begins the process of selecting a new long term M.P.D. Delegate. This temporary agreement allows the remainder of 2026 to find a permanent replacement physician.

Recommendation (exact action requested of Council):

Authorize the mayor to sign the Temporary Medical Oversight Services Agreement at a cost of \$5960 per month.

Temporary Medical Oversight Services Agreement

This Agreement is made as of date of last signature below by and between:

- **City of Everett** (hereinafter "Fire Department" or "Client"), with a principal place of business at 2801 Oakes Avenue, Everett, WA 98201 and
- **Dr. Catharine Ryan Keay** (hereinafter "Physician" or "Provider"), with a principal place of business/residence at 16110 East Shore Drive, Lynnwood, WA 98087.

Client engages Provider to perform EMS medical delegate oversight services under the terms herein.

1. Scope of Services

Physician agrees to perform the following specific medical delegate oversight services (the "Services") in a professional and competent manner:

Duties that accord with WAC 246-976-920(3)(a), 4(a) (c), and (d), 5(a), (e), and (f), 6(a) –(c) and (e), 7(a) – (d) and (f), that are delegated or otherwise assigned by the Snohomish County Medical Program

Director to the Physician ("Services"), including the following deliverable

- Provide medical control and direction of EMS certified personnel in their medical duties. This is done by oral or written communication;
- Follow and comply with policies as directed by the Client to include a policy for storing, dispensing, and administering controlled substances. Policies must be in accordance with state and federal regulations and guidelines;
- Participate with Snohomish County and North Region EMS/TC councils and SCEMSA to develop and revise (i) regional patient care procedures; (ii) Snohomish County operating procedures, when applicable; and (iii) recommendations for improvements in medical control communications and EMS system coordination;
- Work within the parameters of the approved regional patient care procedures and the regional plan;
- Provide oversight of instructors and supervise training of all EMS providers;
- Approve providers to perform IV and IO starts on artificial training aids;
- Approve a certified advanced emergency medical technician or a paramedic to function at a lower level of certification;
- Access patient care records and reports in the statewide electronic EMS data system for EMS services under their oversight;
- Audit the medical care performance of EMS providers in accordance with the MPD quality improvement plan;
- Perform counseling and assign remediation regarding the clinical practice of EMS providers;
- Approve equipment and medications used to provide medical care by EMS personnel;
- Make recommendations for corrections for EMS services that are out of compliance with the regional plan to the department in accordance with WAC 246-976-400; and

2. Term of Agreement

The initial term of this Agreement shall commence on March 1, 2026 and shall continue until September 30, 2026 (the "Term). The Physician and the Everett Fire Chief may agree in writing, without formal amendment to this Agreement, to further extend the Term of this Agreement to a date not later than December 31, 2026. Either party may terminate this Agreement before the end of the Term by 30-days prior written notice to the other party.

3. Compensation

For the satisfactory performance of the Services, Client shall pay Provider a fixed fee of \$\$5960 per month, paid in arrears.

- Payment Schedule: Payment(s) will be made within 30 days after receipt of invoice from Physician.
- Physician is responsible for all its own business expenses unless otherwise agreed upon in writing.

4. Independent Contractor Status

Physician is an independent contractor and not an employee, agent, or partner of the Client. Physician is solely responsible for all its own taxes, insurance, and other employment-related liabilities.

5. Confidentiality

Physician acknowledges that she may have access to confidential and sensitive information. Physician agrees to keep all such information confidential and not disclose it to third parties without prior written consent from the Client. This obligation survives the termination of the Agreement.

6. Compliance with Laws and Regulations

Provider agrees to comply with all applicable federal, state, and local laws and regulations, including those related to healthcare privacy and confidentiality (e.g., HIPAA). During the Term of this Agreement, Physician shall be a physician licensed to practice medicine in Washington.

7. Insurance

Provider shall maintain comprehensive professional and general liability insurance at levels required by law and as necessary to cover the duties herein. Provider will provide proof of insurance to the Everett Fire Chief.

8. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Washington.

9. Entire Agreement/Modification

This Agreement constitutes the entire understanding between the parties and may only be modified by a written agreement signed by both Parties.

The Parties, having read and understood the terms of this Agreement, agree to be bound by them:

City of Everett

Signature:

Name (Printed): Cassie Franklin

Title: Mayor

Date:

Catharine Ryan Keay, MD, FACEP

Signature:

Name (Printed):

Title: Delegate EMS Physician

Date:

Project title: Water Filter Plant Air Scour Building Replacement, Final Acceptance**Council Bill #****Project:** Water Filter Plant Air Scour Blower Building Replacement**Partner/Supplier:** IMCO General Construction, Inc.**Agenda dates requested:****Location:** Water Filter Plant**Preceding action:** Award – [08/28/24](#)

Briefing

Fund: Water and Sewer System Improvements Fund

Proposed action

Consent 02/25/26

Action

Ordinance

Public hearing

Yes No**Budget amendment:**Yes No**PowerPoint presentation:**Yes No**Attachments:**Certificate of Completion,
Final Contract Voucher
Letter, Final Contract
Voucher, Affidavit of
Amounts Paid DBE
Participation, Final Estimate

Original Bid	\$948,290.00
Change Order #1	<u>\$ 18,737.28</u>
Total	\$967,027.28
Final Contract Voucher Amount	\$967,027.28

Department(s) involved:

Public Works, Admin

Financial summary:**Contact person:**

Jeff Marrs

Phone number:

425-257-7210

Email:

jmarrs@everettwa.gov

Project summary statement:

The Water Filter Plant Air Scour Blower Building Replacement Project encompasses the replacement of a small, existing building that houses a single air scour blower. The existing building was demolished and replaced with a new, larger building that houses two air scour blowers along with associated electrical equipment and controls, providing operational improvements and redundancy.

Initialed by:*RLS*

Department head

Administration

Council President

Recommendation (exact action requested of Council):

Accept the Water Filter Plant Air Scour Building Replacement project as complete and authorize the Mayor to sign the Certificate of Completion.



EVERETT
WASHINGTON

CERTIFICATE OF COMPLETION

Project:	WFP Air Scour Building Replacement
Contractor:	IMCO General Construction
Work Order Number:	UP-3813

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

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

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

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

Recommended:

Ryan Sass, Director of Public Works

Date: 02-12-2026

Approved:

Cassie Franklin, Mayor

Date: _____

ATTEST:

Office of the City Clerk

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



EVERETT

WASHINGTON

December 9, 2025

Mitchell Sorestad
IMCO General Construction
2116 Buchanan Loop
Ferndale, WA 98248

Subject: WFP Air Scour Blower Building Replacement

Dear Mr. Sorestad:

A copy of the Final Estimate and one (1) original of the Final Contract Voucher Certification are enclosed for your review. If you agree with the final quantities paid your firm under this Contract, sign and return the original of the Final Contract Voucher Certification. A fully executed copy will be returned for your files.

As explained in the Physical Completion letter, due to changes in the law, Construction Management will not submit this project to City Council for acceptance until all "Affidavits of Wages Paid" forms have been filed by the prime contractor and all subcontractors, suppliers, and service providers on this project.

As soon as you have agreed to the final quantities, and all required documentation has been received by this office, including the documents listed below, a Certificate of Completion will be issued, and the project will be submitted to the City Council for approval.

- A letter from your firm stating that all bills and wages for this project have been satisfied.
- City of Everett Affidavit of Wages Paid DBE Participants, even if \$0.00

The retention bond will be released sixty (60) days after completion, provided there are no liens on the project, and releases have been received from the Department of Revenue, Department of Labor & Industries, and Employment Security.


If you have any questions, please contact me at 425-319-4331 or by email at jrapelyea@everettwa.gov


Sincerely,


Jason Rapelyea
Construction Inspector
Everett Public Works

Cc Keith Alewine, Zach Brown, Christine Jimenez

Public Works

 3200 Cedar Street
Everett, WA 98201

 425-257-8800
425-257-8882 Fax

 everettpw@everettwa.gov
everettwa.gov/pw



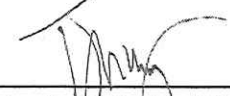
Final Contract Voucher Certificate

Contractor IMCO General Construction			
Street Address 2116 Buchanan Loop			
City Ferndale	State WA	Zip 98248	Date
Work Order No. UP3813			
Project Title WFP Air Scour Building Replacement			
Date Work Physically Completed 10/22/2025		Final Amount \$967,027.25 Inclusive of Washington State sales tax	

Contractor's Certification

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

DATED at Ferndale, WA this 12th day of December, 2025.
(City, State)



 Contractor Authorized Signature
Tyler Kimberley
 Printed Name

President & CEO

 Title

Public Works Department Certification

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

Approved Date 02-12-2026



 Keith Alewine, Construction Manager



 Ryan Bass, Director of Public Works

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



**City of Everett
Construction Management**

Affidavit of Amounts Paid DBE Participants

Contractor: IMCO General Construction.				Date: 12/9/2025	
Address: 2116 Buchanan Loop		City: Ferndale		State: WA	Zip Code: 98248
Project Title: WFP Air Scour Building Replacement				Project Work Order #: UP3813	
Federal Aid Project Number (if Federally Funded)					
Contract Bid Price: \$948,290.00			DBE Condition of Award: \$0.00		
DBE Participant Name and Address		Ethnic Code	Contract Type	Bid Item No.(s)	Amount Paid Participants (Including retainage held)
Lorn Coatings LLC-3409 C St. NE Ste. 1, Auburn, WA 98002		MBE	S	6.00	\$12,538.00
Ethnic Code: B = Black H = Hispanic A = Asian American		Contract Type: S = Subcontractor M = Material Supplier JV = Joint Venture		Total DBE Participation Achieved \$12,538.00	
I = American Indian and Alaskan Native		O = Other			

Affidavit

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

	Signature <u><i>J. Cozy</i></u>	Title <u>Director of Finance</u>
	Subscribed and sworn before me this: <u>9th</u> day of <u>January</u> , <u>2026</u>	
	<u><i>Sham M...</i></u> Notary Public in and for the State of Washington	
residing at <u>Ferndale, WA</u>		



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

FINAL

Retainage not withheld
per Retainage Bond
9456244

CONTRACT ESTIMATE VOUCHER

Schedule: A

Date: 11/21/25 CM Check: Christine Jimenez

Date: 11/21/2025 Recommended By: Keith Alewine

Date: 11/21/25 PM Review: Zach Brown

Date: 11-21-2025 PW Director: [Signature]

06717

Contractor: IMCO General Construction, Inc
Project: Water Filtration Plant Air Scour Blower Building
Replacement
Estimate: 12
W.O.# UP3813
Ends: 10/31/2025

SCHEDULE	ORG. CONTRACT	ORG. CONTRACT + CHANGE ORDERS	TO DATE	VARIANCE
A	\$ 948,290.00	\$ 967,027.28	\$ 967,027.28	\$ -
Total	\$ 948,290.00	\$ 967,027.28	\$ 967,027.28	\$ -

TOTAL
LESS RETENTION 0.0%
SALES TAX 8.5%
AMOUNTS PAID
DUE THIS ESTIMATE

	TO DATE	PREVIOUS	PRESENT
\$	891,269.38	866,060.03	25,209.35
\$	-	-	-
\$	75,757.90	73,615.10	2,142.79
\$	967,027.28	939,675.13	27,352.14
			27,352.14

ITEM #	ITEM DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	CONTRACT TOTAL	UPDATED WITH CO & MOH QUANTITY	UPDATED WITH CO & MOH TOTAL	TO DATE QUANTITY	TO DATE TOTAL	PREVIOUS QUANTITY	PREVIOUS TOTAL	PRESENT QUANTITY	PRESENT TOTAL
1	Mobilization	LS	\$ 80,000.00	1.00	\$ 80,000.00	1.00	\$ 80,000.00	1.00	\$ 80,000.00	1.00	\$ 80,000.00	0.00	\$ -
2	SPCC Plan	LS	\$ 2,000.00	1.00	\$ 2,000.00	1.00	\$ 2,000.00	1.00	\$ 2,000.00	1.00	\$ 2,000.00	0.00	\$ -
3	Temporary Erosion & Sediment Control (TESC)	FA	\$ 3,000.00	1.00	\$ 3,000.00	1.00	\$ 3,000.00	1.00	\$ 3,000.00	0.00	\$ -	1.00	\$ 3,000.00
4	Trench Excavation Safety Systems	LS	\$ 500.00	1.00	\$ 500.00	1.00	\$ 500.00	1.00	\$ 500.00	1.00	\$ 500.00	0.00	\$ -
5	Resolution of Utility Conflicts	FA	\$ 7,000.00	1.00	\$ 7,000.00	1.00	\$ 7,000.00	1.00	\$ 7,000.00	0.64	\$ 4,466.47	0.36	\$ 2,533.53
6	Blower Building Structure	LS	\$ 193,000.00	1.00	\$ 193,000.00	1.00	\$ 193,000.00	1.00	\$ 193,000.00	1.00	\$ 193,878.10	(0.005)	\$ (878.10)
7	Centrifugal Blower Installation	LS	\$ 19,000.00	1.00	\$ 19,000.00	1.00	\$ 19,000.00	1.00	\$ 19,000.00	1.00	\$ 19,000.00	0.00	\$ -
8	Duplex Air Compressor Installation	LS	\$ 5,500.00	1.00	\$ 5,500.00	1.00	\$ 5,500.00	1.00	\$ 5,500.00	1.00	\$ 5,500.00	0.00	\$ -
9	Mechanical Piping, Valves, & Appurtenances	LS	\$ 236,000.00	1.00	\$ 236,000.00	1.00	\$ 236,000.00	1.00	\$ 236,000.00	1.00	\$ 235,986.40	0.00	\$ 13.60
10	Building HVAC	LS	\$ 34,000.00	1.00	\$ 34,000.00	1.00	\$ 34,000.00	1.00	\$ 34,000.00	1.00	\$ 34,000.00	0.00	\$ -
11	Drain Piping	LS	\$ 12,000.00	1.00	\$ 12,000.00	1.00	\$ 12,000.00	1.00	\$ 12,000.00	1.00	\$ 12,000.00	0.00	\$ -
12	Crushed Surfacing Top or Base Course	TN	\$ 130.00	50.00	\$ 6,500.00	50.00	\$ 6,500.00	50.00	\$ 6,500.00	50.41	\$ 6,553.30	(0.41)	\$ (53.30)
13	Electrical and Controls	LS	\$ 240,500.00	1.00	\$ 240,500.00	1.00	\$ 240,500.00	1.00	\$ 240,500.00	1.00	\$ 240,486.95	0.000	\$ 13.05
14	Startup and Testing	LS	\$ 6,500.00	1.00	\$ 6,500.00	1.00	\$ 6,500.00	1.00	\$ 6,500.00	1.00	\$ 6,500.00	0.00	\$ -
15	Final Restoration and Cleanup	LS	\$ 500.00	1.00	\$ 500.00	1.00	\$ 500.00	1.00	\$ 500.00	1.00	\$ 500.00	0.00	\$ -
16	Minor Changes	FA	\$ 20,000.00	1.00	\$ 20,000.00	1.00	\$ 20,000.00	1.00	\$ 20,000.00	0.83	\$ 16,688.81	0.17	\$ 3,311.19
17	Record Drawings	LS	\$ 8,000.00	1.00	\$ 8,000.00	1.00	\$ 8,000.00	1.00	\$ 8,000.00	1.00	\$ 8,000.00	0.00	\$ -
18	Change Order #1	LS	\$ 17,269.38	1.00	\$ 17,269.38	1.00	\$ 17,269.38	1.00	\$ 17,269.38	0.00	\$ -	1.00	\$ 17,269.38

W.O.# UP3813

Contractor: IMCO General Construction, Inc

Project: Water Filtration Plant Air Scour Blower Building Replacement

Notice to Proceed	1/0/1900
75% Completion	1/0/1900
Substantial Completion	1/0/1900
Substantial Completion of work achieved within	0

Reviewed By	W Fisher	W Fisher	W Fisher	W Fisher	W Fisher	W Fisher	W Fisher	W Fisher	W Fisher	W Fisher	W Fisher	W Fisher	W Fisher	W Fisher	W Fisher	W Fisher
Date	11/1/2024	12/3/2024	12/23/2024	2/25/2025	3/25/2025	4/28/2025	5/15/2025	6/16/2025	7/15/2025	8/8/2025	9/2/2025	10/28/2025				
	Est 1	Est 2	Est 3	Est 4	Est 5	Est 6	Est 7	Est 8	Est 9	Est 10	Est 11	Est 12				

Schedule	ITEM #	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	TOTAL QUANTITY	11/1/2024	11/29/2024	12/27/2024	2/21/2025	3/21/2025	4/18/2025	5/16/2025	6/13/2025	7/11/2025	8/8/2025	9/5/2025	10/31/2025
A	1	Mobilization	LS	1	1.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0000	0.0000	0.5000	0.00
A	2	SPCC Plan	LS	1	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0000	0.0000	0.0000	0.00
A	3	Temporary Erosion & Sediment Control (TESC)	FA	1	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0000	0.0000	0.0000	1.00
A	4	Trench Excavation Safety Systems	LS	1	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0000	0.0000	0.0000	0.00
A	5	Resolution of Utility Conflicts	FA	1	1.00	0.00	0.64	0.00	0.00	0.00	0.00	0.00	0.00	0.0000	0.0000	0.0000	0.36
A	6	Blower Building Structure	LS	1	1.00	0.11	0.22	0.16	0.21	0.08	0.104	0.10	0.02	0.0000	0.0000	0.0000	(0.00)
A	7	Centrifugal Blower Installation	LS	1	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.36	0.12	0.0000	0.2632	0.2632	0.00
A	8	Duplex Air Compressor Installation	LS	1	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0000	1.0000	0.0000	0.00
A	9	Mechanical Piping, Valves, & Appurtenances	LS	1	1.00	0.00	0.00	0.00	0.45	0.30	0.00	0.00	0.11	0.0508	0.0593	0.0381	0.00
A	10	Building HVAC	LS	1	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.75	0.20	0.0000	0.0500	0.0000	0.00
A	11	Drain Piping	LS	1	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0000	0.0000	0.0000	0.00
A	12	Crushed Surfacing Top or Base Course	TN	50	50.00	0.00	50.41	0.00	0.00	0.00	0.00	0.00	0.00	0.0000	0.0000	0.0000	(0.41)
A	13	Electrical and Controls	LS	1	1.00	0.07	0.24	0.00	0.02	0.00	0.134	0.29	0.09	0.0778	0.0367	0.0467	0.00
A	14	Startup and Testing	LS	1	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0000	1.0000	0.0000	0.00
A	15	Final Restoration and Cleanup	LS	1	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0000	0.0000	1.0000	0.00
A	16	Minor Changes	FA	1	1.00	0.28	0.18	0.00	0.00	0.00	0.00	0.38	0.00	0.0000	0.0000	0.0000	0.17
A	17	Record Drawings	LS	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.25	0.00	0.25	0.25	0.00
A	18	Change Order #1	LS	1	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0000	0.0000	0.0000	1.00

Project title: Lease Amendment No. 4 to the Cope Gillette Theatre Lease Between Village Theatre and City of Everett

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 2/25/26
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Lease Agreement

Department(s) involved:
Real Property
Transit
Parks & Facilities

Contact person:
Kimberly Moore

Phone number:
425-257-8305

Email:
KMoore@everettwa.gov

Initialed by:
KBM
Department head

Administration

Council President

Project: Lease Amendment No. 4 to Cope Gillette Theatre Lease between Village Theatre and City of Everett

Partner/Supplier: Village Theatre

Location: 1621 California Street, Everett, WA 98201

Preceding action: Amendment No. 3: [11/4/20](#)

Fund: 162

Fiscal summary statement:

The original Lease term between Village Theatre and City of Everett for space at the Cope Gillette Theatre was for an initial term of five (5) years commencing March 1, 2011, with options for three additional five-year extensions (20 years in total). Current monthly rent is \$5,647.45, which will increase annually according to CPI-U for the Seattle-Tacoma area.

Project summary statement:

Village Theatre leases the Cope Gillette Theatre at 2730 Wetmore Avenue. The current lease term expires February 28, 2026. Village Theatre wishes to remain in the space and exercise their third option to extend the Lease by a period of five years, commencing March 1, 2026, and expiring on February 28, 2031.

Recommendation (exact action requested of Council):

Authorize Mayor to execute Lease Amendment No. 4 to the Cope Gillette Theatre Lease between Village Theatre and City of Everett.



LEASE AMENDMENT NO. 4

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

Tenant	Village Theatre, a nonprofit corporation ("Theatre")	
	1621 California Street	
	Everett, WA 98201	
	dwatanabe@villagetheatre.org	
Original Lease Date	6/18/2009	
Effective Date of this Amendment	3/1/2026	If no date is selected, then this Amendment is effective as of date of last signature below or as otherwise stated in Additional Amendments in the table below.

LEASE AMENDMENTS	
Lease Term Extension	<p>If this Amendment extends the Lease Term, enter the new end date of the Lease Term: 2/28/2031.</p> <p>If no new date is entered, this Amendment does not extend the Lease Term.</p>

<p>New Base Rent</p>	<p>If this Amendment changes Base Rent, state the changes below. If nothing is entered below, then this Amendment does not change Base Rent.</p> <p>Enter Base Rent changes, if any.</p>
<p>Additional Amendments</p>	<p>LEASE EXTENSION. The Theatre hereby exercises its third option to extend the Lease for a period of five (5) years. Accordingly, the Lease expires on February 28, 2031.</p>
<p>Standard Amendment Provisions</p>	<p>Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any expiration date(s) that may have been in the Lease prior to this Amendment, the parties agree that the Lease is deemed unexpired and continuously in effect since the Original Lease Date.</p> <p>This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.</p> <p>All provisions in the Lease shall remain in effect except as expressly modified by this Amendment.</p>

[signatures on following pages(s)]

IN WITNESS WHEREOF THE PARTIES hereto have executed this Amendment.

LANDLORD:

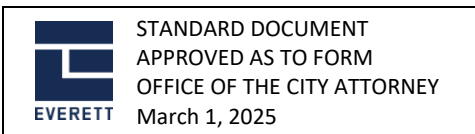
**CITY OF EVERETT
WASHINGTON**

Cassie Franklin, Mayor

ATTEST

Date

Office of the City Clerk



STATE OF WASHINGTON

} ss.

COUNTY OF SNOHOMISH

This record was acknowledged before me on _____, 2026 by Cassie Franklin as the Mayor of the City of Everett, a Washington municipal corporation.

[Stamp Below]

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires _____

TENANT:

VILLAGE THEATRE

Signature: _____

Name of Signer: Derek Watanabe

Title of Signer: Managing Director

STATE OF WASHINGTON

} ss.

COUNTY OF SNOHOMISH

This record was acknowledged before me on _____, 2026 by Derek Watanabe as the Managing Director of Village Theatre, a nonprofit corporation.

[Stamp Below]

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires _____

Project title: 4th of July Fireworks 2026 Show Agreement**Council Bill #** *interoffice use***Agenda dates requested:**

Briefing
 Proposed action
 Consent 2/25/26
 Action
 Ordinance
 Public hearing
 Yes No

Budget amendment:
 Yes No

PowerPoint presentation:
 Yes No

Attachments:
 Display Agreement &
 Purchase Order
 Display Site Map
 Proposal

Department(s) involved:
 Cultural Arts, Community
 Development, Parks, Police,
 Public Works, Fire, Transit

Contact person:
 Tyler Chism

Phone number:
 425-257-7107

Email:
 tchism@everettwa.gov

Initialed by:
 MF
 Department head

Administration

Council President

Project: 2026 4th of July Festival and Fireworks Show**Partner/Supplier:** Western Display Fireworks, LTD**Location:** Everett Waterfront, Legion Park**Preceding action:** 2026 Budget**Fund:** Municipal Arts Fund 112***Fiscal Summary Statement:**

The proposed 2026 4th of July Fireworks Show Agreement is for **\$100,000**, covering mortars, product, firing equipment, insurance, permits, barge and tug services, labor, and computer choreography.

The City has not increased the fireworks show budget since 2021. During that time, product and operational costs have risen significantly. To maintain the \$75,000 contract in recent years, show scale and complexity were reduced. The proposed adjustment restores program quality to reflect current market conditions.

The event attracts an estimated 50,000 attendees annually, resulting in an approximate cost of \$2.00 per person served. The agreement includes a 100% refund provision in the event of system failure.

All cultural arts programs and special events, including this event, are funded through lodging tax revenues designated for tourism-related activities.

Project Summary Statement:

The 4th of July Festival and Fireworks Show is one of Everett’s largest annual public events. As personal fireworks are prohibited within city limits, this event provides a safe, professionally managed community celebration that supports local businesses and draws regional visitors.

In 2026, the event will serve as Everett’s signature America 250 celebration, marking the 250th anniversary of the Declaration of Independence.

Recommendation (Exact Action Requested of Council):

Authorize the Mayor to sign the 2026 Agreement with Western Display Fireworks, LTD in the amount of \$100,000.

DISPLAY AGREEMENT AND PURCHASE ORDER

THIS AGREEMENT ("Agreement") is entered into as of the date of last signature below by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and City of Everett, whose address is 2930 Wetmore Ave, Suite 10A, Everett, WA 98201 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

In consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: July 4, 2026 from a barge off Jetty Island, Everett, WA, Proposal #26-7921, which is attached as Exhibit B and is incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of ONE HUNDRED THOUSAND DOLLARS AND NO/100 (\$100,000.00) is to be paid as follows: 25% of the total price, \$25,000.00 is due by MARCH 1, 2026; 25% of the total price, \$25,000.00 is due by JUNE 4, 2026; the remaining balance of the price, \$50,000.00, is due in full on or before July 14, 2026. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
 - a. To supply all pyrotechnics necessary to present an aggressive and entertaining program. The Display will be choreographed to the Sponsor provided musical soundtrack. A detailed firing script will be provided to the Sponsor no later than 30 days prior to the Display;
 - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
 - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
 - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
 - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.
4. **Sponsor Duties.**
 - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement; and
 - b. Sponsor agrees to provide the musical soundtrack for the Display to Western no later than March 1, 2026.
5. **Insurance.** WESTERN shall maintain at WESTERN's cost during the term of this agreement General Commercial Liability Insurance on an occurrence basis. Such insurance must be in a form acceptable to Sponsor. Such insurance policy must have limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) annual aggregate. Such insurance must be issued by

companies authorized to do business in the State of Washington, which are rated at least “A” or better and have a numerical rating of no less than seven (7) by A.M. Best Company. WESTERN shall no later than June 15, 2026 deliver to Sponsor a Certificate of Insurance acceptable to the Sponsor evidencing the required insurance. WESTERN shall no later than June 15, 2026 deliver to the Sponsor a true copy of an endorsement in a form acceptable to the Sponsor (1) naming the “City of Everett, their officers, employees, agents, and volunteers” as Additional Insureds on the Commercial General Liability Insurance policy with respect to the operations performed and services provided under this agreement and (2) providing that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Receipt by Sponsor of any certificate or endorsement showing less coverage than required is not a waiver of WESTERN’s obligations to fulfill these requirements. If WESTERN fails to satisfy the requirements of this Section 9, Sponsor may at any time prior to the fireworks display terminate this agreement effective on delivery of written notice to WESTERN, in which case WESTERN shall refund any funds paid to WESTERN by Sponsor under this agreement and the parties will have no further obligations under this agreement.

6. **Indemnification.** WESTERN shall defend and indemnify the Sponsor, it’s officers, employees, agents and volunteers from any and all claims, losses or liabilities arising from or relating to this agreement to the extent such claims, losses or liabilities are caused by WESTERN’s negligence, intentional misconduct, breach of this agreement or violation of any applicable laws, regulations or ordinances.
7. **Compliance with Laws.**
 - a. Sponsor Responsibilities: SPONSOR agrees to perform their requirements in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2022 Edition (National Fire Protection Association) SPONSOR has consulted with the Authority Having Jurisdiction (AHJ) to determine the level of fire protection required to provide adequate fire protection for the Display and Western agrees that such consultation was accomplished and the level of fire protection for the Display is adequate. The following shall apply to crowd control: (1) Monitors whose sole duty is the enforcement of crowd control shall be located around the display site and at other locations as determined by the SPONSOR. (2) The AHJ and WESTERN shall approve the provisions for crowd control. Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. (3) Where required by the AHJ, approved delineators or barriers shall be used to aid in crowd control. (4) Unescorted public access to the discharge site shall not be permitted where pyrotechnic materials are present during the period before the display. (5) The discharge site shall be restricted throughout the display and until the discharge site has been inspected by WESTERN after the display. (See Exhibit A – Display Site Map)
 - b. Western’s Responsibilities: Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.

8. **Cancellation/Rescheduling by Sponsor.** If the Display is cancelled by the Sponsor after receipt of this signed Agreement, Sponsor agrees to pay 25% of the total price (\$25,000.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor within 30 days of the scheduled Display date, Sponsor agrees to pay 50% of the total price (\$50,000.00). If the Display is cancelled by the Sponsor on the date of the Display, Sponsor agrees to pay 100% of the total price (\$100,000.00). By providing notice of not less than 30 days from the original Display date, Sponsor may elect to reschedule the Display to a mutually agreeable date. This date must occur before January 2, 2027. Western agrees to facilitate this rescheduling and Sponsor agrees to reimburse Western for new permits and other additional costs associated with this change. Sponsor understands that permitting requirements, burn bans and other factors beyond Western's control may prohibit rescheduling of a display. If these factors prohibit the rescheduled Display from taking place then the standard cancellation schedule applies. In the event of system failure to launch the Display, Western agrees to reimburse the Sponsor 100% of any deposits/payments made.
9. **Safety / Weather Forced Cancellation.** Western agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on Western's behalf or the Authority Having Jurisdiction, to cancel or delay the Display if in the operator's judgment circumstances beyond the control of either Party pose an extraordinary risk to the health and safety of any persons or property within the vicinity of the Display. In this situation, the Display will be rescheduled to a mutually agreeable date.

If the product has been damaged as an attempt to execute the Display and cannot be safely reused, 100% of the price is due and Western has no further obligation under this Agreement. If the product is intact and reusable, Western agrees to store the product and execute the Display on a mutually agreeable future date. Sponsor agrees to reimburse Western for reasonable costs associated with the rescheduling of the event.

10. **Force Majeure.** Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Western which may prevent the Display from being safely performed on the scheduled date, which may cause the cancellation of the event for which Sponsor has purchased the Display, or which may affect or damage such portion of the Display as must be replaced and exposed a necessary time before the Display. In this situation, the Display will be rescheduled to a mutually agreeable date.
11. **Product Performance.** Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.
12. **Time.** Time is of the essence in this agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.
13. **Independent Contractor/No Joint Venture.** The Parties agree that Western is an independent contractor, and is not an agent or employee of Sponsor for any purpose. It is further agreed that Western's employees shall be, and remain, the employees of Western and not of Sponsor. Nothing in this

Agreement or the actions of Western or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Western.

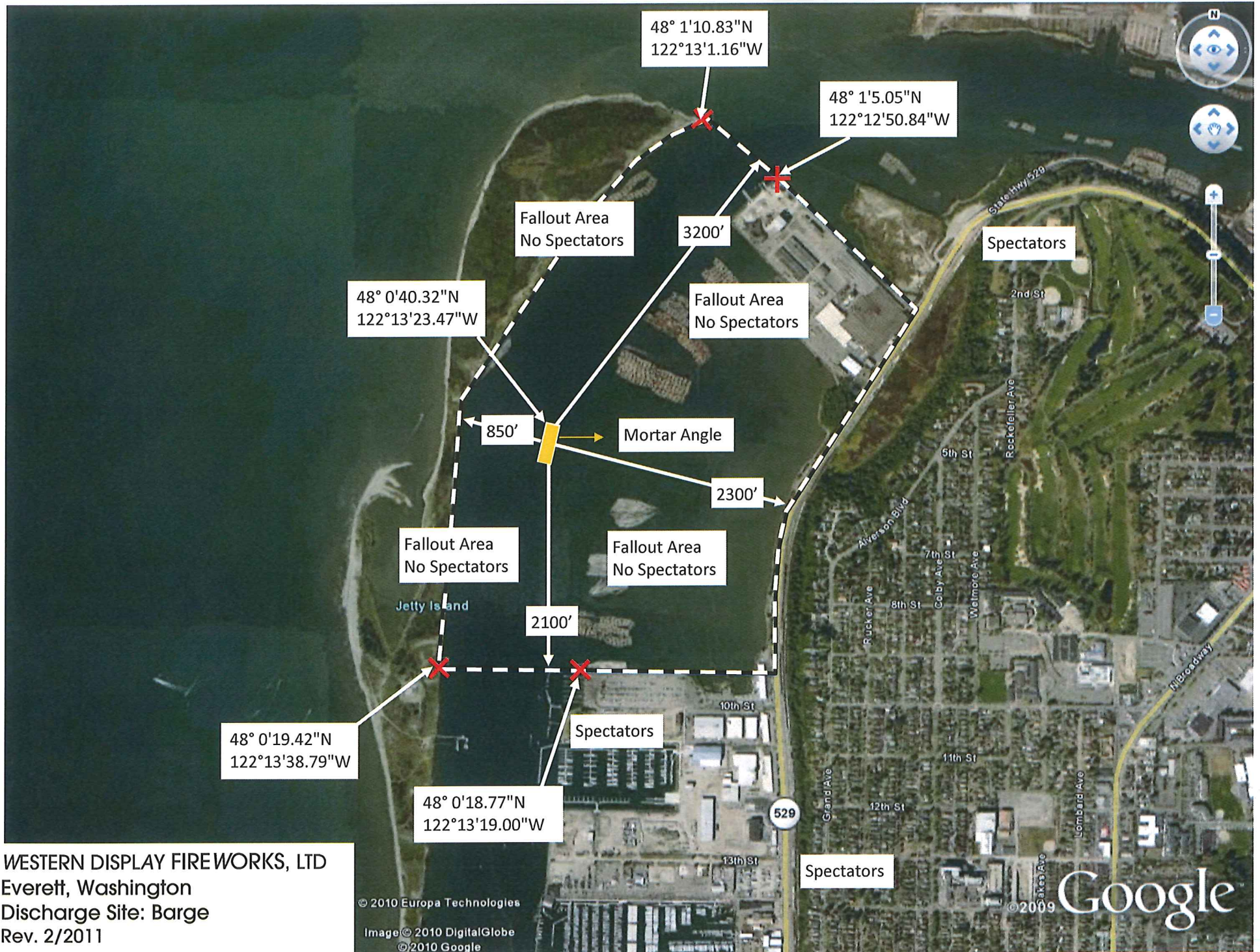
14. **Attorney Fees.** In the event that either Party to this Agreement shall enforce any of the provisions hereof by any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing Party.
15. **Jurisdiction.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Washington applicable to contracts.
16. **Severability.** In the event a court of competent jurisdiction determines that any provision of this Agreement is in violation of any statute, law, rule, regulation, ordinance or public policy, then the provisions of this Agreement that violate such statute, law, rule, regulation, ordinance or public policy shall be stricken or modified to the extent that such provision no longer violates such statute, law, rule, regulation, ordinance or public policy. All provisions of this Agreement that do not violate any statute, law, rule, regulation, ordinance or public policy shall continue in full force and effect for all purposes. Furthermore, any court order striking or modifying any provision of this Agreement shall modify or strike the provision in as limited a manner as possible to give as much effect as possible to the intentions of the Parties to this Agreement.
17. **Survival.** The terms of paragraphs 5, 6, 14, and 15 shall survive the cancellation or termination of this Agreement.
18. **Miscellaneous.** Snohomish County Superior Court is the exclusive venue for any litigation arising out of this Agreement. This Agreement is the entire agreement of the parties relating to the subject matter of this Agreement. No amendment of this Agreement will be effective unless it is in writing and signed by both parties.
19. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto respecting the matters within its scope and may be modified only in writing signed by both of the Parties hereto.

Sponsor**Western Display Fireworks, Ltd.**

By: Cassie Franklin
 Its: Mayor
 Date: _____

By: Brent Pavlicek
 Its: Co-President
 Date: _____

Exhibit A – Display Site Map – Everett, WA



WESTERN DISPLAY FIREWORKS, LTD
 Everett, Washington
 Discharge Site: Barge
 Rev. 2/2011



**Exhibit B – Proposal – Everett, WA
Fireworks Display Proposal Summary
Proposal #26-7921**

City of Everett

Colors of Everett - Thunder on the Bay

July 4, 2026

Your display proposal includes the following services to be provided by Western Display Fireworks, Ltd:

- Provide display liability insurance with sponsors and property owners listed as additional insured
 - \$5,000,000 (per occurrence) general liability
- Prepare and submit the Washington Public Display Permit to be approved by the local fire authority
- Prepare and submit the United States Coast Guard Application for Marine Event Permit
- Prepare and submit the City of Everett Fire Department Application for Permit/Public Display of Fireworks and pay associated fee
- Maintain our City of Everett business license
- Prepare, submit and pay fee for barge loading within the City of Seattle
- Provide transportation for all equipment to and from the barge loading site
- Provide transportation by a properly licensed vehicle with a CDL hazmat driver for pyrotechnics to the barge loading site
- Provide \$5,000,000 commercial auto insurance to cover transportation
- Supply all necessary labor to conduct the display including a state certified pyrotechnician, assistant and crew covered under USL&H worker's compensation insurance
- Supply the barge and tug to be used as a launch platform for the display
- Computer choreograph and fire the display to the Sponsor provided musical score
- Provide necessary mortars, supplies and firing equipment required to pre-load and computer fire the display

Portland • Seattle • Boise



City Council Agenda Item Cover Sheet

Project title: An Ordinance Amending Ordinance 4084-25 Entitled, "Thornton A. Sullivan Park Floating Dock Repairs," Fund 354, Program 100, to Accumulate All Costs for the Project

Council Bill #

CB 2602-06

Agenda dates requested:

Briefing
 1st Reading 02/25/26
 Proposed action 03/04/26
 Consent
 Action 03/11/26
 Ordinance
 Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Kimberly Moore

Phone number:

425.257.8305

Email:

KMoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Thornton A. Sullivan Park Floating Dock Repairs

Partner/Supplier: East Slope Earthworks, LLC

Location: 11405 Silver Lake Rd. Everett, WA 98208

Preceding action: Funding Ordinance [4084-25](#)

Fund: 354, Program 100 (CIP-3)

Fiscal summary statement:

On March 26, 2025, City Council adopted a funding Ordinance to fund the design, engineering, and construction costs for the proposed repairs to three floating docks in the amount of \$140,000. This amendment will add \$70,000 in project funding to complete the project. The source of funds for this project is Fund 354, Program 100 (CIP 3).

Project summary statement:

Thornton A. Sullivan Park at Silver Lake is one of City of Everett’s most beloved parks and has been a hub of water-based activities for generations of park users. The three floating docks are an integral feature of beach activity, serving organized programming and the general public. At well-over thirty years old the floating docks are long-overdue for deferred maintenance.

Based on a preliminary assessment and recommendations from the engineer’s report conducted in December 2023, many repairs are needed which include resurfacing to remedy significant spalling and delamination of the concrete surfaces, replacement of rotting bull rails, and replacing perimeter walers and edge/rub boards.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending Ordinance 4084-25 entitled, “Thornton A. Sullivan Park Floating Dock Repairs”, Fund 354, Program 100, to accumulate all cost for the project.



ORDINANCE NO. _____

An Ordinance Amending Ordinance No. 4084-25 Entitled, "Thornton A. Sullivan Park Floating Dock Repairs," Fund 354, Program 100, to accumulate all costs for the project.

WHEREAS,

- A.** Ordinance No. 4019-24 was established to fund design.
- B.** Ordinance No. 4084-25 was established to fund design and construction costs for the project.
- C.** The City Council recognizes the value and need to provide Everett residents and visitors with recreation spaces.
- D.** The City recognizes that the floating docks at Thornton A. Sullivan Park are in need of repairs and maintenance.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 4 of Ordinance No. 4019-24 which reads as follows:

The sum of \$40,000 is hereby appropriated to Fund 354, Program 100, "Thornton A. Sullivan Park Floating Dock Repairs," project.

A. Use of Funds	
Design and Permitting	<u>\$ 40,000</u>
Total	\$ 40,000

B. Source of Funds	
CIP 3	<u>\$ 40,000</u>
Total Project Cost	\$ 40,000

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

Be and the same is hereby amended to read as follows:

A. Use of Funds	
Design	\$ 40,000
Construction	<u>\$ 100,000</u>
Total	\$ 140,000

B. Source of Funds	
CIP 3	<u>\$ 140,000</u>
Total Project Cost	\$ 140,000

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

Be and the same is hereby amended to read as follows:

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 4 of Ordinance No. 4084-25 which reads as follows:

The sum of \$210,000 is hereby appropriated to Fund 354, Program 100, "Thornton A. Sullivan Park Floating Dock Repairs," project.

D. Use of Funds	
Design	\$ 40,000
Construction	<u>\$ 170,000</u>
Total	\$ 210,000

E. Source of Funds	
CIP 3	<u>\$ 210,000</u>
Total Project Cost	\$ 210,000

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance creating a special improvement project entitled "WFP Water Standpipe Replacement" Fund 336, Program 052.

Council Bill # *interoffice use*

CB 2602-07

Agenda dates requested:

Briefing	
1 st Reading	02/25/26
Proposed action	03/04/26
Consent	
Action	03/11/26
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:

Jeff Marrs

Phone number:

425-257-8967

Email:

jmarrs@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: WFP Water Standpipe Replacement

Partner/Supplier: WA State Department of Health

Location: Water Filtration Plant (WFP)

Preceding action: None

Fund: 336 - Water & Sewer System Improvements Fund

Fiscal summary statement:

The WA State Department of Health awarded the City a \$500,000 loan through the Drinking Water State Revolving Fund (DWSRF) program for design costs on the project.

The programmed available funding for design of this project is \$750,000. This includes the DWSRF loan funds totaling \$500,000 and Fund 401 – Water & Sewer Utility funds totaling \$250,000.

Project summary statement:

The WFP’s water supply system is critical infrastructure that includes a 200,000-gallon standpipe and 8-inch diameter cast iron standpipe supply line. The standpipe and supply line were constructed in 1966. A 2019 condition assessment found corrosion at the base of the standpipe and its anchor bolts. A plantwide resiliency, reliability, and redundancy assessment performed in 2021 found that the standpipe and supply line have reached the end of useful service life and need replacement.

This project will replace the plant water standpipe and standpipe supply line.

Council approval of this ordinance will provide funding for the design phase of the project. The department will return with a subsequent funding ordinance amendment request when design is substantially complete and more detailed construction cost estimates are available.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "WFP Water Standpipe Replacement" Fund 336, Program 052.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “WFP Water Standpipe Replacement” Fund 336, Program 052, to accumulate all costs for the improvement.

WHEREAS,

- A.** The City of Everett is committed to a planned water filtration infrastructure improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to construct new improvements at the Water Filtration Plant.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 052, entitled “WFP Water Standpipe Replacement” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

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

Section 3. The sum of \$750,000 is hereby appropriated to Fund 336, Program 052, “WFP Water Standpipe Replacement” as follows:

A. Estimated Project Design Costs	\$ 750,000
B. Source of Funds	
Department of Health - DWSRF Loan	\$ 500,000
Fund 401 – Water/Sewer Utility Fund	<u>250,000</u>
Total Funds	\$ 750,000

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance creating a special improvement project entitled “2026 Pavement Maintenance Overlay” Fund 303, Program 138, to accumulate all costs for the improvement.

Council Bill #

CB 2602-09

Agenda dates requested:

Briefing

Proposed action 02/25/26
(1st and 2nd reading)

Consent

Action 03/04/26

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: 2026 Pavement Maintenance Overlay

Partner/Supplier: N/A

Location: Multiple locations

Preceding action: N/A

Fund: Fund 303 – Public Works Improvement Projects

Fiscal summary statement:

This ordinance will provide funding authorization for the construction phase of the project. The programmed available funding for the project is \$3,000,000. The funding sources for this project will be as follows:

Fund 119 – Street Improvements	\$3,000,000
Total Funds	\$3,000,000

Project summary statement:

The 2026 Pavement Maintenance Overlay project includes grinding, hot-mix-asphalt (HMA) overlay, pavement markings, traffic induction loops, and associated utility adjustments at multiple locations. This includes 19th Street, Summit Avenue, Wetmore Avenue, Railway Avenue, Friday Avenue, Grandview Avenue, Elk Hill Drive, Evergreen Way, and W. Mukilteo Boulevard.

Staff requested first and second readings be combined to aid in releasing bid documents for these projects.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “2026 Pavement Maintenance Overlay” Fund 303, Program 138, to accumulate all costs for the improvement.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “2026 Pavement Maintenance Overlay” Fund 303, Program 138, to accumulate all costs for the improvement.

WHEREAS,

- A. The City of Everett is committed to a planned street preservation program; and
- B. The City of Everett has identified the need and obtained funds to construct certain preservation improvements to arterial street segments.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 303, Program 138, entitled “2026 Pavement Maintenance Overlay” 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 \$3,000,000 is hereby appropriated to Fund 303, Program 138, “2026 Pavement Maintenance Overlay” as follows:

A.	Estimated Construction Costs	\$3,000,000
B.	Source of Funds	
	Fund 119 – Street Improvements	<u>3,000,000</u>
	Total Funds	\$3,000,000

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 adopting a new chapter of the Everett Municipal Code relating to Endangerment with a Controlled Substance.

Council Bill # *interoffice use*

CB 2602-08

Agenda dates requested:

Briefing	2/25/26
2 nd Reading	3/04/26
Consent	
Action	3/11/26
Ordinance x	
Public hearing	
Yes	X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

SD_1-ordinance

Department(s) involved:

Legal
Police

Contact person:

Lacey Offutt

Phone number:

425-257-8528

Email:

LOffutt@everettwa.gov

Project: Ordinance relating to Endangerment with a Controlled Substance

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: NA

Fiscal summary statement:

NA

Project summary statement:

This proposed ordinance would create a new gross misdemeanor crime known as Endangerment with a Controlled Substance. Under this new ordinance, a person is guilty of the crime if he or she knowingly or recklessly caused a child, someone under 18 years of age, to be exposed to a Schedule I or Schedule II controlled substance, as scheduled in state or federal law. Schedule I and Schedule II controlled substances include, among others, heroin, fentanyl, LSD, ecstasy, and cocaine. The ordinance provides that providing a scheduled drug to a child pursuant to a valid prescription is not a violation of the ordinance.

Exposing a minor to methamphetamine is a class B Felony under RCW 9A.42.100. This ordinance does not regulate violations that amount to a violation of RCW 9A.42.100.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a new chapter of the Everett Municipal Code relating to Endangerment with a Controlled Substance.

Initialed by:

Department head

Administration

Council President

ORDINANCE NO. _____

An ORDINANCE adopting a new chapter of the Everett Municipal Code relating to Endangerment with a Controlled Substance.

WHEREAS,

- A.** The City of Everett has the power to provide for the punishment of all practices dangerous to public health or safety, and to make necessary for the preservation of public health, peace, and good order, and to provide for the punishment of all persons charged with violating any city ordinance.
- B.** It is a Class B felony under RCW 9A.42.100 to knowingly or intentionally permit dependent children or adults to be exposed to, ingest, inhale, or have contact with methamphetamine or specific ingredients utilized for its production.
- C.** Efforts to amend RCW 9A.42.100 to include the knowing or intentional exposure to fentanyl and other synthetic opioids have repeatedly stalled in the State Legislature.
- D.** The Everett Police Department has investigated thirty-three overdoses involving minor victims since 2019. Over 35% of those investigations (36%) involved children ages 1-3¹. One was fatal. Of those involving very young children, seven are known to have involved fentanyl, including the fatal exposure.
- E.** Controlled substances come in all forms, and they are regularly made into powders, pills, candies, eye droppers, and nasal sprays.
- F.** Users are unable to discern by sight, taste, or smell just how potent and dangerous these illicit drugs may be due to unregulated sources. The identity, purity, and quantity are uncertain and inconsistent, thus posing significant adverse health risks not only to the user, but also to their family members or members of the public who may be exposed inadvertently or through secondhand contact.
- G.** The Washington State Office of the Family and Children's Ombuds Child Fatalities and Near Fatalities in Washington State 2025 report states that 25% of DCYF-investigated child fatalities, and 66% of near-fatalities, were caused by accidental ingestions and overdoses of controlled substances, with 78% of those combined incidents involving fentanyl². Fentanyl accounted for 30 of the 38 accidental ingestions by children under 11.
- H.** These risks are particularly high for infants and toddlers who may live in close proximity to and come in contact with controlled substances through no fault of their own. Over half (52.5%) of

¹ Accurate as of Feb. 13, 2026.

² Office of the Family and Children's Ombuds (OFCO), *2025 Annual Report* (Dec. 2025), <https://ofco.wa.gov/sites/default/files/2025-12/2025%20OFCO%20Annual%20Report.pdf> (accessed Feb. 13, 2026).

children involved in accidental ingestions and overdoses investigated by DCYF in 2024 involved children aged 0 and 1 years old³.

- I. For those who survive exposure, non-fatal opioid-involved overdoses can result in immediate and long-term complications such as brain injury, developmental difficulties, psychiatric effects, and respiratory complications.
- J. The City encourages the State Legislature to amend RCW 9A.42.100 in such a way that appropriately criminalizes recklessly or knowingly permitting a child to be exposed to, ingest, inhale, absorb or have contact with any controlled substance, including synthetic opioids.
- K. In the interim, the City Council finds that it is necessary and appropriate in protecting the public health, safety, and welfare to take immediate steps to protect children from the dangers of exposure to powerful controlled substances such as fentanyl and deter the endangerment of children caused by exposure to these substances.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Findings adopted

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

Section 2. New Chapter 10.xx EMC

A new chapter 10.41 is hereby added to the Everett Municipal Code as chapter 10.41 EMC as follows:

Chapter 10.41

Endangerment with a Controlled Substance

10.41.010 Definitions

For the purpose of this Chapter, the following terms shall apply:

- A. "Child" shall mean the same as the term is defined in RCW 9A.42.010.
- B. "Controlled Substance" shall mean the same as the term is defined in RCW 69.50.101.
- C. "Prescription" shall mean the same as the term is defined in RCW 69.50.101.

10.41.020 Endangerment with a Controlled Substance

- A. Under circumstances not amounting to endangerment with a controlled substance under RCW 9A.42.100, a person is guilty of the crime of endangerment with a controlled substance if the

³ Office of the Family and Children's Ombuds (OFCO), *2025 Annual Report* (Dec. 2025), <https://ofco.wa.gov/sites/default/files/2025-12/2025%20OFCO%20Annual%20Report.pdf> (accessed Feb. 13, 2026).

person knowingly or recklessly causes a child to be exposed to, ingest, inhale, absorb, or have contact with any controlled substance classified in Schedule I or Schedule II as set forth in State or Federal law, or the smoke of a substance that the person knows, or reasonably should know, contains, or is contaminated with, a controlled substance classified in Schedule I or Schedule II.

- B. Administering or providing a controlled substance to a child in the course of delivering health care services pursuant to and in accordance with a valid prescription is not a violation of this Section.
- C. This chapter shall not apply to, nor be deemed or construed to conflict with, conduct specifically prohibited by RCW 9A.42.100.

10.41.030. Penalty for Violations

Any person who violates this section is guilty of a gross misdemeanor punishable by up to 364 days in jail and a \$5,000 fine.

10.41.040. Preemption

In the event the Washington State Legislature passes a law preempting this Chapter, this Chapter shall cease to have effect on the same date the state statute comes into effect. Any violation of this Chapter that occurs prior to the preempting statute coming into effect may be prosecuted and punished pursuant to 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: _____

Project title: An Ordinance Relating to Stormwater Controls in the Combined Sewer Area, amending Ordinance No. 3814-21.

Council Bill # *interoffice use*

CB 2601-04

Agenda dates requested:

Briefing
1st Reading 02/11/26
Proposed action 02/18/26
Consent
Action 02/25/26
Ordinance X
Public hearing
Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Ordinance

Department(s) involved:

Public Works

Contact person:

Tom Hood

Phone number:

425.257.8809

Email: thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Amending Ordinance No. 3814-21 Relating to Stormwater Controls

Partner/Supplier: N/A

Location: Combined Sewer Area in North Everett

Preceding action: Ordinance No. [3731-20](#), [3814-21](#)

Fund: 401 - Utilities

Fiscal summary statement:

Ordinance No. 3731-20 established an option for developers in specific sub-basins within the combined sewer area that have been separated to either provide stormwater control facilities as required or opt for paying a fee in-lieu-of constructing these facilities and connecting directly to the City's combined sewer system. This ordinance updates the in-lieu-of-stormwater control fee.

No City expenditure will be required.

Project summary statement:

On Feb 19, 2020, the City Council passed Ordinance No. 3731-20, which among other provisions established an in-lieu-of-stormwater control fee for certain eligible sub-basins within the City's Combined Sewer Area. On August 4, 2021 City Council passed Ordinance 3814-21, which clarified technical changes to Ordinance No. 3731-20.

The purpose of this Ordinance is to update the fee-in-lieu rate listed in the Ordinance to account for inflation. The increase is based on the observed increase in construction cost indices since the rate was established in 2020. The Ordinance allows for the fee to be indexed and adjusted annually, to be effective the first of January each year.

Recommendation (exact action requested of Council):

Adopt an Ordinance Relating to Stormwater Controls in the Combined Sewer Area, amending Ordinance No. 3814-21.

ORDINANCE NO. _____

An Ordinance Relating to Stormwater Controls in the Combined Sewer Area, amending Ordinance No. 3814-21.

WHEREAS,

- A. In 2020, the City Council passed Ordinance No. 3731-20, which among other provisions established an in-lieu-of-stormwater control fee for certain eligible sub-basins within the City's Combined Sewer Area.
- B. In 2021, the City Council passed Ordinance No.-3814-21 to make certain technical changes to clarify Ordinance No. 3731-20 with respect to the in-lieu-of-stormwater control fee and other matters.
- C. The purpose of this Ordinance is to make updates to Ordinance No. 3731-20 and 3814-21 with respect to the in-lieu-of-stormwater control fee and other matters.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 1 of Ordinance 3814-21 (which is codified at 14.08.185) is hereby amended as follows, with strikeout text deleted and underlined text added:

Stormwater Controls/Establishment of In-Lieu-Of Stormwater Control Fee in Eligible Sub-Basins.

This Section establishes requirements for certain stormwater controls and establishes the in-lieu-of stormwater control fee. The stormwater controls apply to the entire Combined Sewer Area. The fee only applies within eligible sub-basins in the Combined Sewer Area as defined by the City Engineer and depicted in the City's Combined Sewer Area map.

A. Stormwater Controls. New development or redevelopment in the Combined Sewer Area may be required to provide additional stormwater controls such that the resulting flow does not result in an increase in Sanitary Sewer Overflows and/or basement flooding in the Combined Sewer Area. No connections of roof drains to side sewers or laterals shall be allowed in the Combined Sewer Area without prior approval by the City Engineer.

B. In-Lieu-Of Stormwater Control Fee. All new developments and redevelopments within the eligible

sub-basins in the Combined Sewer Area that add a net new total of 200 square feet or more of impervious area, are required either (a) to provide additional flow controls and shall comply with either chapter 6 of the City of Everett’s current “Design and Construction Standards” (DCSS) or (b) voluntarily to pay the City’s In-Lieu-of Stormwater Control Fee as listed in the schedule below. Voluntary payment of the In-Lieu-of Stormwater Control Fee shall eliminate the developer’s facility requirements as stated in chapter 6 of the current DCSS.

1. Public Infrastructure development/redevelopment (such as road and utility construction) within the Public Right of Way is exempt from the in-lieu-of stormwater control fee.

2. In-Lieu-Of Stormwater Control Fee Schedule

Customer Type	In-Lieu-Of Stormwater Control Fee (2026)
All Customers/ Parcels within the eligible sub-basins in Combined Sewer Area	\$4.653.72/square foot of net new impervious area. The first net new total of 200 square feet of impervious area is exempt from these fees.

3. Annual Fee Adjustment. The fee shall be adjusted annually by the Public Works Director, in accordance with the most recent change in the Construction Cost Index (CCI), for Seattle, published by Engineering News Record. The indexed fee rates shall be effective January 1st.

3. 4. All in-lieu-of stormwater control fees collected shall be held in a fund specifically for the benefit of stormwater and combined sewer in the Combined Sewer Area and may be used to pay for capital projects within the Combined Sewer Area and any outstanding debt associated with those capital projects.

4. 5. Payment of the in-lieu-of stormwater control fee shall not exempt property from monthly stormwater fees (i.e., stormwater rates) used for operations, maintenance and capital construction not covered by this fee.

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance to Amend and Close a Special Improvement Project Entitled "South Police Precinct Locker Room Renovation Project", Fund 342, Program 032, as Established by Ordinance No. 3877-22

Council Bill #

CB 2602-05

Agenda dates requested:

Briefing

Proposed action 02/11/26

Proposed action 02/18/26

Consent

Action 02/25/26

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Closing Ordinance

Department(s) involved:

Parks & Facilities

Police

Contact person:

Kimberly Moore

Phone number:

(425) 257-8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: South Police Precinct - Locker Room Renovation Project

Partner/Supplier: Viking Construction Group

Location: 1121 SE Everett Mall Way

Preceding action: Ordinance No. [3877-22](#)

Fund: Fund 342, Program 032

Fiscal summary statement:

The proposed Ordinance will amend and close the special improvement fund for the South Police Precinct Locker Room Renovation Project. Ordinance No. 3877-22 provided a funding amount of \$400,000 for the project. The Closing Ordinance will amend the funding amount to \$447,850 to capture all project costs.

Project summary statement:

This project renovated the existing South Police Precinct Locker Rooms to improve functionality and correct long term maintenance issues. Adjustments to the contract amount were necessary to correct unforeseen conditions and cover added scope identified during the project. All work has been completed to the satisfaction of the Parks and Facilities Department.

Recommendation (exact action requested of Council):

Adopt an Ordinance to Amend and close a Special Improvement Project entitled "South Police Precinct Locker Room Renovation Project", Fund 342, Program 032, as established by Ordinance No. 3877-22.



ORDINANCE NO. _____

An ORDINANCE to amend and close a special improvement project entitled “South Police Precinct Locker Room Renovation Project”, Fund 342, Program 032, as Established by Ordinance No. 3877-22

WHEREAS,

- A. The special improvement project South Police Precinct Locker Room Renovation Project, Fund 342, Program 032, was established to accumulate all costs for the improvement project.
- B. The purpose of the special improvement project has been accomplished.
- C. There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 4 of Ordinance 3877-22 which reads as follows:

The sum of \$400,000 is hereby appropriated to Fund 342, Program 032, “South Police Precinct Locker Room Renovation Project” as follows:

A. Use of Funds		
Design & Construction Administration		\$ 30,000
Construction		<u>\$370,000</u>
Total		\$400,000
B. Source of Funds		
Fund 342, Program 032 (CIP-1)		<u>\$400,000</u>
Total Estimated Funds		\$400,000

Be and the same is hereby amended to read as follows:

The sum of \$447,850 is hereby appropriated to Fund 342, Program 032, "South Police Precinct Locker Room Renovation Project", as follows:

- A. Use of Funds
 - Design & Construction Administration \$ 30,000
 - Construction \$ 417,850
 - Total Costs \$ 447,850

- B. Source of Funds
 - Fund 342, Program 032 (CIP-1) \$ 447,850
 - Total Funds \$ 447,850

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

Section 2. That the special improvement fund, Fund 342, Program 032 for the "South Police Precinct Locker Room Renovation Project" be closed.

Section 3. That the final revenues and expenses for the "South Police Precinct Locker Room Renovation Project", Fund 342, Program 032, are as follows:

- A. **Expenses**
 - Design & Construction \$ 447,850
 - Total Expenses \$ 447,850

- B. **Source of Funds**
 - Fund 342, Program 032 (CIP-1) \$ 447,850
 - Total Funds \$ 447,850

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

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause, or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it

would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____





City Council Agenda Item Cover Sheet

Project title:

A Resolution Setting April 22, 2026 at 12:30 p.m. as the Date and Time to Hear and Determine the Petition for the Proposed Vacation of the Northern Portion of the Alley Located in Block 6A, Plat of Laurel Heights Lying Adjacent to 1810 52nd Street SE

Council Bill #

Project: 1810 52nd St. SE Partial Alley Right-of-Way Vacation

Partner/Supplier: Petitioners abutting the alley proposed for vacation

Location: Alley adjacent to 1810 52nd Street SE

Preceding action: N/A

Fund: 145/Real Property Acquisition

Agenda dates requested:

Briefing
Proposed action
Consent
Action 02/25/26
Ordinance
Public hearing 04/22/26
X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Resolution
Petition
Map Exhibit

Department(s) involved:

Parks and Facilities
Real Property
Public Works
Legal

Contact person:

Kimberly Moore

Phone number:

425-257-8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Fiscal summary statement:

Compensation equal to the full appraised value of the vacated right-of-way will be required.

Project summary statement:

A petition has been received from the owners of the abutting properties seeking the vacation of the northern portion of the alley located in Block 6A, Plat of Laurel Heights lying adjacent to 1810 52nd Street SE.

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

The requested vacation is being sought to correct the encroachment of a carport from 1810 52nd Street SE into the unopened alley.

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

Recommendation (exact action requested of Council):

Adopt a Resolution setting April 22, 2026 at 12:30 p.m. as the date and time to hear and determine the petition for the proposed vacation of the northern portion of the alley located in Block 6A, Plat of Laurel Heights lying adjacent to 1810 52nd Street SE.



RESOLUTION NO. _____

A RESOLUTION setting April 22, 2026, at 12:30 p.m. as the date and time to hear and determine the petition for the proposed vacation of the northern portion of the alley located in Block 6A, Plat of Laurel Heights lying adjacent to 1810 52nd Street SE.

WHEREAS,

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

The northern portion of the alley located in Block 6A, Plat of Laurel Heights lying adjacent to 1810 52nd Street SE.

The alley is legally described as:

ALL OF THE ALLEY LOCATED IN BLOCK 6A, PLAT OF LAUREL HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 54, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
EXCEPT THE SOUTH 110 FEET THEREOF, AS MEASURED ALONG THE WEST LINE OF LOT 19, BLOCK 6A, IN SAID PLAT OF LAUREL HEIGHTS;
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF EVERETT that a public hearing be set for **April 22, 2026, at 12:30 p.m.**, in the City Council Chambers at 3002 Wetmore Avenue, to hear and determine the petition for the vacation of the alleys described above.

Councilmember introducing resolution

PASSED AND APPROVED this _____ day of _____, 2026.

Council President

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

Councilmembers: The undersigned respectfully petition and show:

I.

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

and

II.

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

SEE ATTACHED EXHIBIT "A"

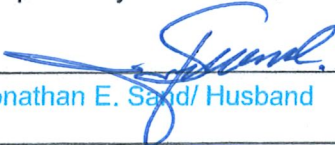
; and,

III.

That portion of the said right of way hereby petitioned to be vacated will not interfere with public or private utilities or that necessary relocations and/or easements will be provided for existing facilities.

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


Respectfully submitted,



Jonathan E. Sand/ Husband



Erin-Leigh Sand/ Wife





Ryan Sass, Public Works Director
City of Everett

EXHIBIT A

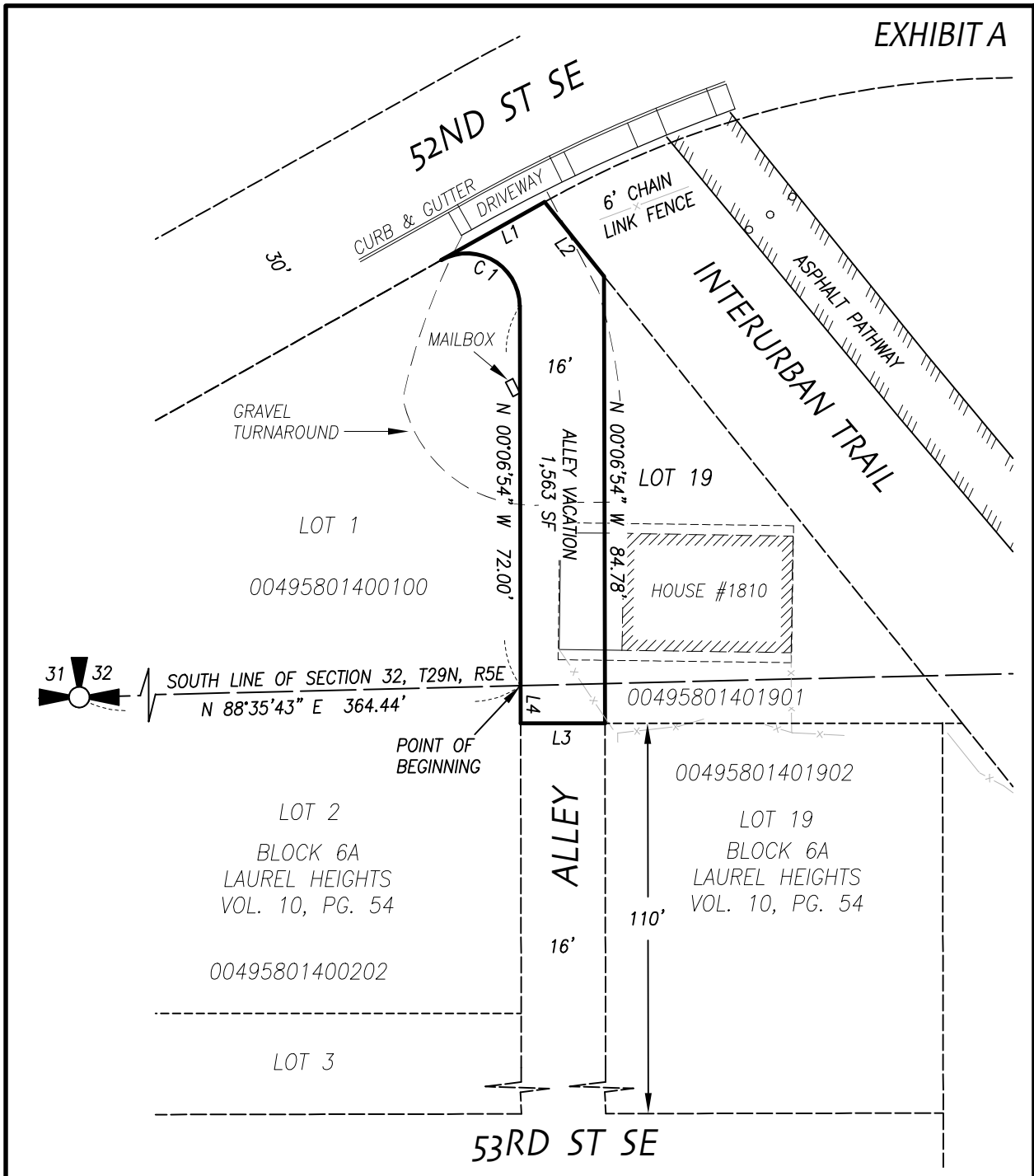
ALLEY VACATION

ALL OF THE ALLEY LOCATED IN BLOCK 6A, PLAT OF LAUREL HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 54, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE SOUTH 110 FEET THEREOF, AS MEASURED ALONG THE WEST LINE OF LOT 19, BLOCK 6A, IN SAID PLAT OF LAUREL HEIGHTS;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EXHIBIT A

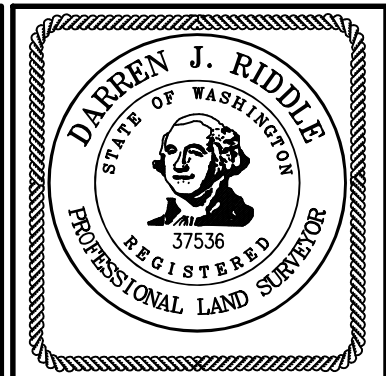
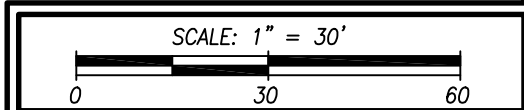


LINE TABLE

LINE	LENGTH	BEARING
L1	22.49'	N 60°39'59" E
L2	18.04'	N 38°42'27" W
L3	16.00'	N 89°59'30" E
L4	7.14'	N 00°06'54" W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	20.81'	10.00'	119°13'07"



PACIFIC COAST SURVEYS INC
SCANNING | MAPPING | SURVEY

P 425.512.7099 | F 425.357.3577
www.PCSurveys.net

© 5131 Colby Ave. Everett, WA 98203

EXHIBIT MAP FOR:

CITY OF EVERETT

SW 1/4, SW 1/4, SEC.32, T.29N., R.05E., W.M.
NW 1/4, NW 1/4, SEC.05, T.28N., R.05E., W.M.

DRAWING FILE #
233018vac.dwg

DRAWN DATE
CCF 02.03.26

SCALE
1" = 30'

JOB #
23-3018



City Council Agenda Item Cover Sheet

Project title: Everett Transit Long Range Plan, *Connecting Everett in 2045*

Council Bill # *interoffice use*

Agenda dates requested:

Briefing 2/25/26
 Proposed action
 Consent
 Action
 Ordinance
 Public hearing
 X Yes No

Budget amendment:
 Yes X No

PowerPoint presentation:
 X Yes No

Attachments:
supporting documents available at these links:
[Long Range Plan Final Draft Appendix](#)

Department(s) involved:
 Transit

Contact person:
 Mike Schmieder

Phone number:
 425-257-7761

Email:
 mschmieder@everettwa.gov

Initialed by:
 MJS
 Department head

Administration

Council President

Project: Everett Transit Long Range Plan update, *Connecting Everett in 2045*

Partner/Supplier: Fehr & Peers

Location:

Preceding action: Everett Transit Long Range Plan, [6/13/2018](#)
 PSA with Fehr & Peers, [9/27/23](#)
 PSA Amendment No. 1 with Fehr & Peers, [1/22/2025](#)
 The Everett 2044 Periodic Update Comprehensive Plan, [6/18/2025](#)

Fund: 425 Transit

Fiscal summary statement:

None

Project summary statement:

City Council adopted Everett Transit’s first Long Range Plan in 2018. As part of the City’s recent Comprehensive Plan update, the City contracted with Fehr & Peers to support development of the Transportation Element and to assist with preparation of Everett Transit’s updated Long Range Plan.

Everett Transit is a department of the City of Everett, and this Long Range Plan implements the Transportation Element of the Everett 2044 Comprehensive Plan. Citywide policies related to equity, health, climate resilience, land use, regional coordination, and growth management are adopted in the Comprehensive Plan and incorporated by reference. This Long Range Plan focuses on service, fleet, facilities, and operational strategies that advance those adopted policies.

Everett Transit conducted extensive public outreach in 2023 and summer 2025 to inform the service plan and 20-year capital project list. Community priorities, including frequent local service, regional integration, sustainability, exceptional paratransit, and safety, were incorporated into a financially responsible strategy that supports phased service growth through 2045.

The draft Everett Transit Long Range Plan, [Connecting Everett in 2045](#), is available for public review and comment through March 2, 2026. The plan outlines a fiscally sustainable approach to meeting Everett’s anticipated growth, emphasizing frequent, reliable transit connections to jobs, housing, education, and regional destinations, while prioritizing investment in high-growth areas and access to future light rail and regional transit.

Recommendation (exact action requested of Council):

Conduct a Public Hearing for the draft Everett Transit Long Range Plan, *Connecting Everett in 2045*.



To: City Council Members
From: Cassie Franklin, Mayor
Re: Appointment to Boards and Commissions
Date: February 23, 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).

To the Animal Shelter Advisory Board

- M'lissa Moore, Pos #1- term expiring 12/31/2031
- Andi Anderson, Pos #A-1- term expiring 12/31/2027

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 Chelsea Monroe

Office of the Mayor
CASSIE FRANKLIN

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

425.257.7115
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everettwa.gov



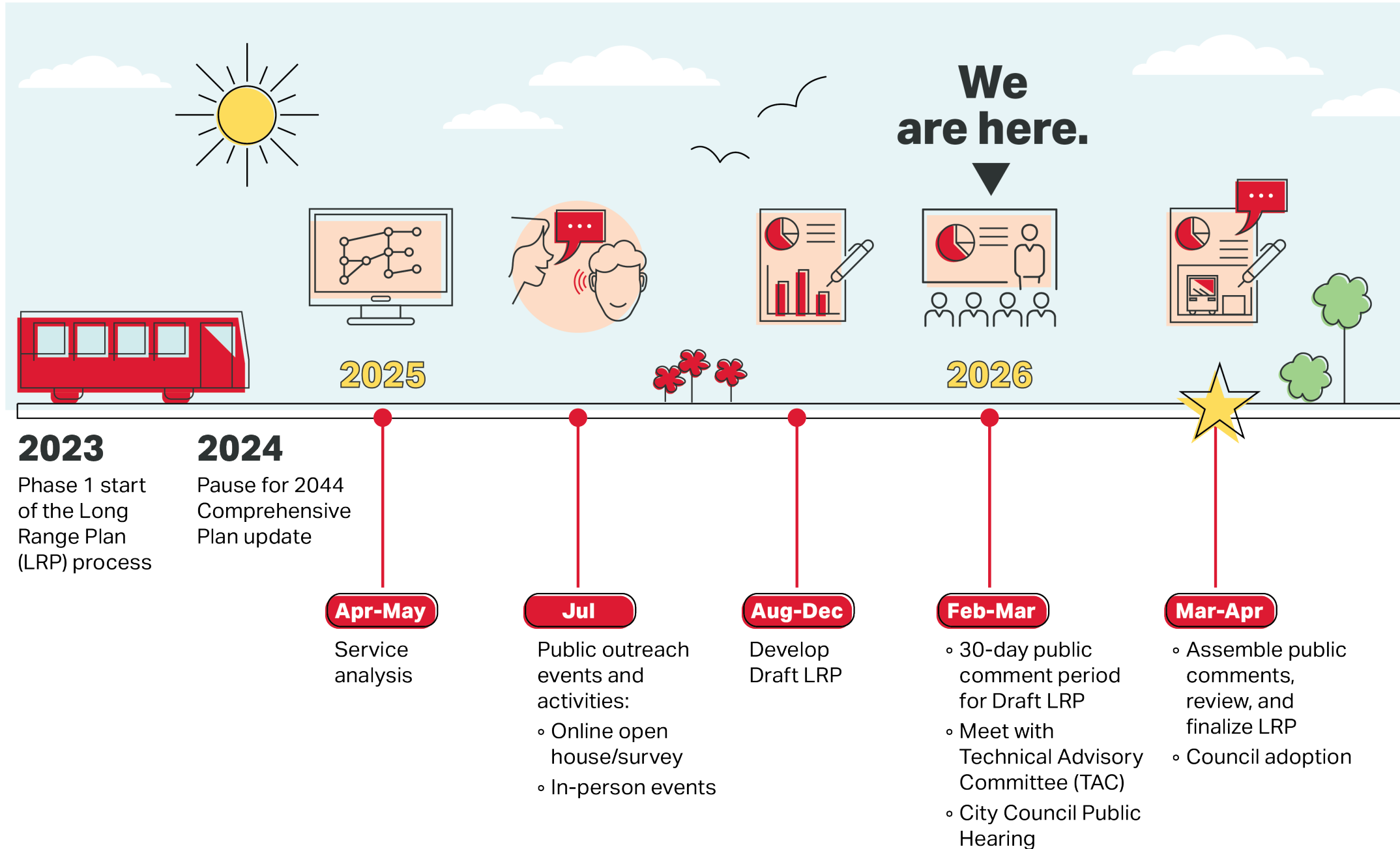
EVERETT TRANSIT



DRAFT Long Range Plan Connecting Everett in 2045

Published
2026

Timeline



Phase 2 Survey Themes



More Frequent Service

Survey respondents were most interested in **improving service frequency** and **more regional connections**.

When asked to identify their top three priorities for improvement:

Top Response: **More Service Frequency**

(120 selections)

Followed by: **More Regional Connections**

(92 selections)

More Regional Connections





Phase 2 Survey Themes

Strong support for paratransit services

76% of respondents supported continuing paratransit for seniors, in addition to ADA-eligible riders.



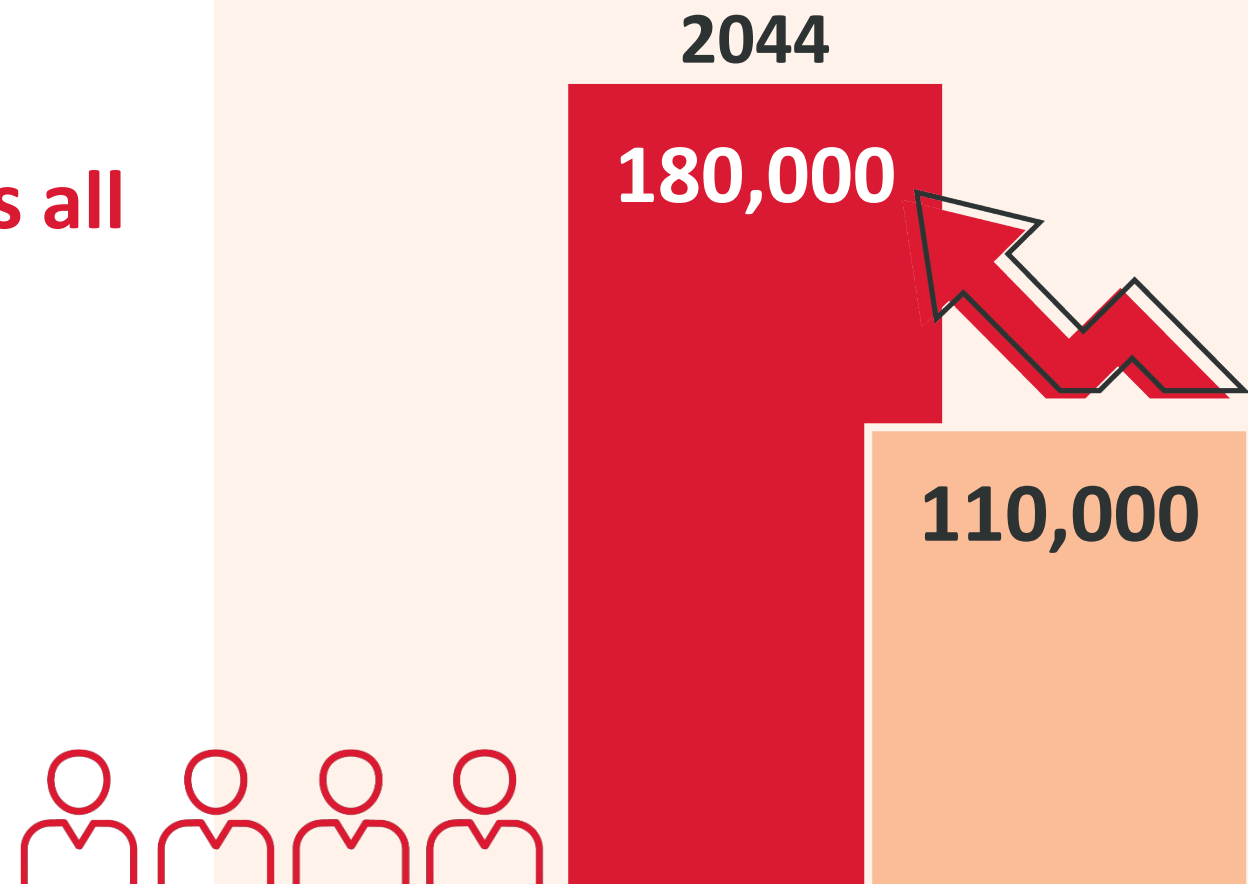
Supporting Future Transit Ridership

The City of Everett's Comprehensive Plan calls for **tripling ridership across all transit options by 2044.**

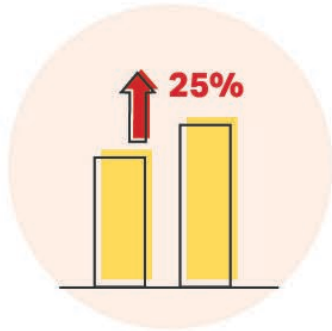
(Goal TR-6, the Transportation Element)

Everett's 2044 population forecast shows 180,000 people living in the city.

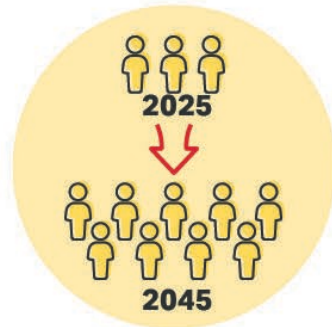
That's a 70,000-person increase from today's population.



Outcomes of the Growth Network



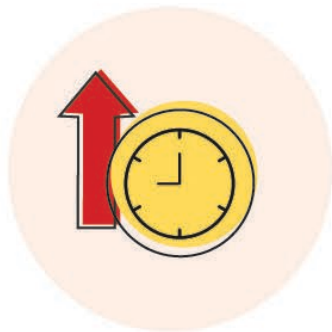
25% Increase in Service Hours by 2045



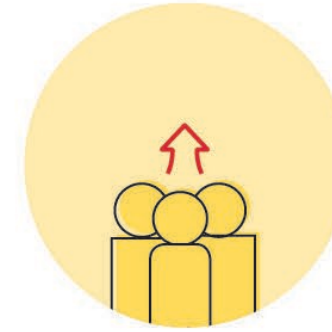
3x Growth in Ridership by 2045



30% More People Near 30-Minute-or-Better Service



Extended Service Hours on Weekdays & Weekends



Expanded Access to Regional Connections



Strengthened Connections to Link Light Rail & BRT

On-Demand Service Zones

The Challenge: Regular bus service is very expensive in some areas.

The Solution: In areas without transit, riders can request smaller vehicles in real time or schedule them in advance.

The Benefit: Better use of resources to provide improved service for riders.



King County Metro operates an on-demand service called Metro Flex.

Fleet Resilience and Electrification



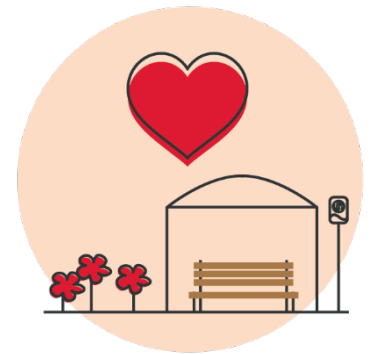
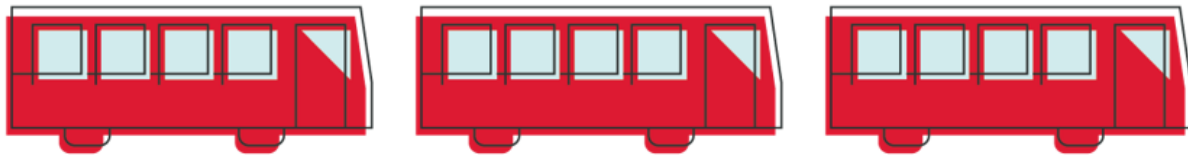
- In response to resiliency concerns, we have updated our bus purchase plan from 100% electric to a **50/50 electric-hybrid fleet**.
- We remain committed to **minimizing emissions**, while adjusting our approach to adapt to current technology, infrastructure, and operational readiness.



Capital and Safety Projects

Ongoing Maintenance and Upgrades

- Bus replacements 2025-2044
- Paratransit van replacements 2025-2044
- Support vehicles and equipment replacements 2025-2044
- Everett Station repair and updates
- Safety and security enhancements
- Charging infrastructure upgrades
- On-demand/microtransit service (fleet and technology)
- Technology life cycle maintenance and upgrades
- Bus stops and shelters – replacements and upgrades



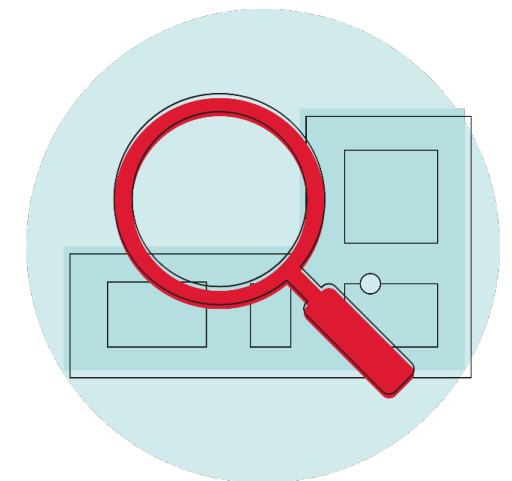
Capital and Safety Projects

One-time Major Capital Projects

- Operations Base Relocation and Construction
- Vehicle Maintenance Facility Relocation and Construction



Everett Transit is currently working on a **site feasibility study** for these projects



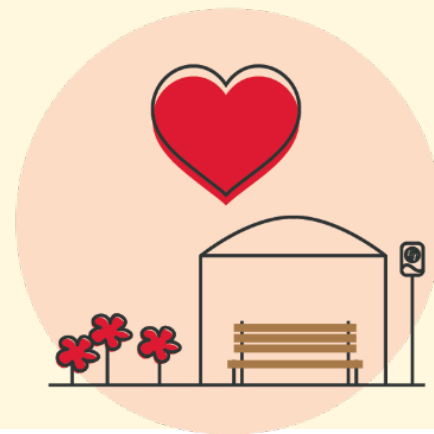
Additional Safety Efforts



Security personnel and partnerships with first responders



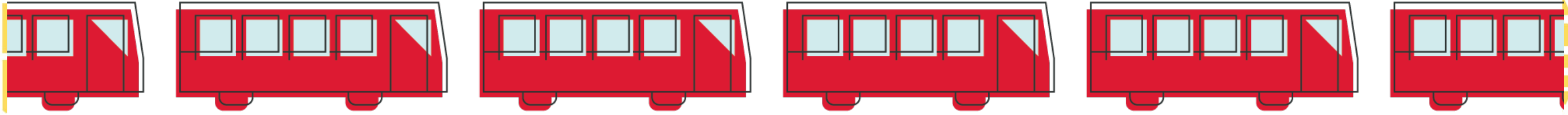
Employee training, hazard reporting, and customer feedback



Upgrades to lighting, shelters, and signage



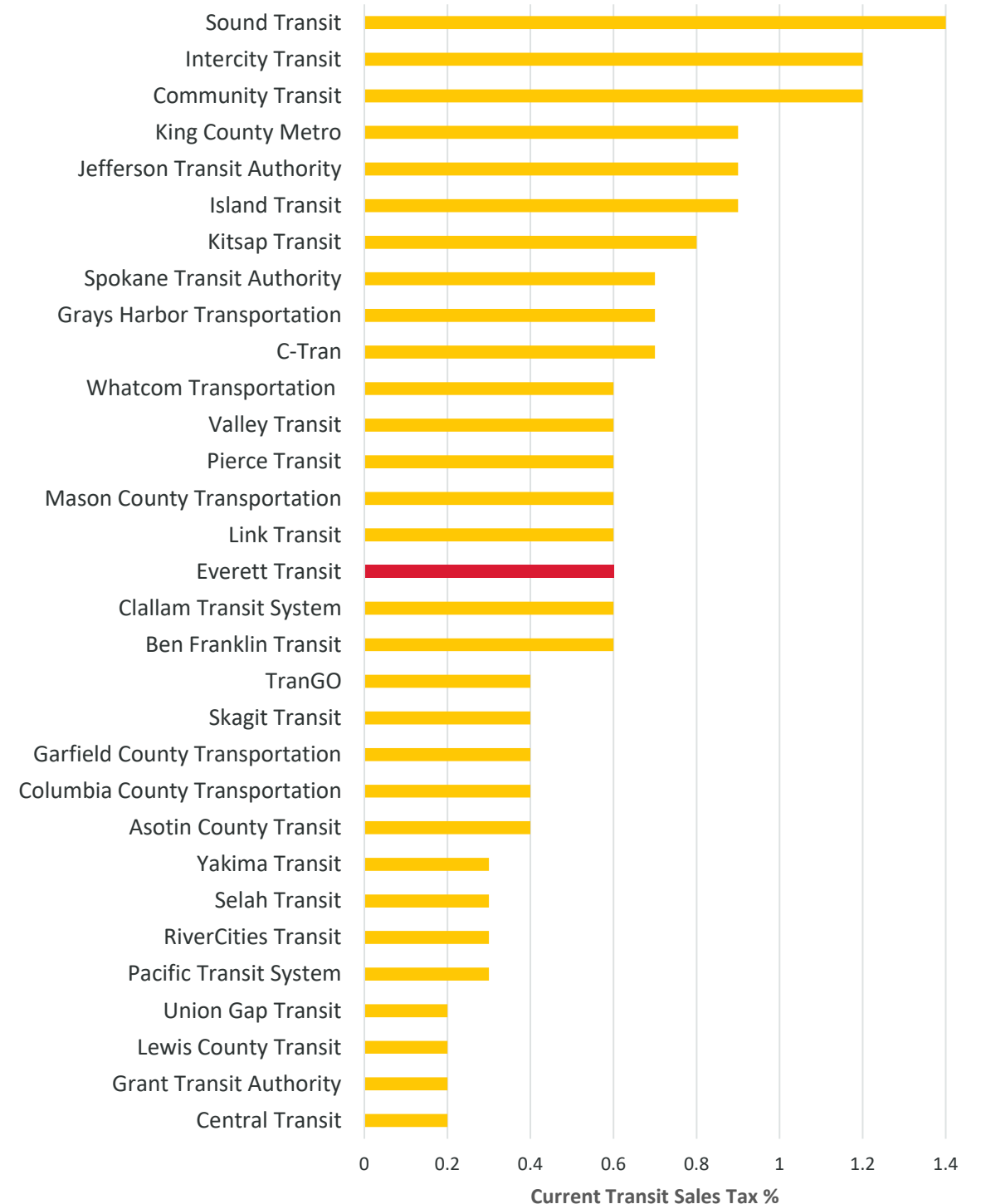
Real-time customer communication tools



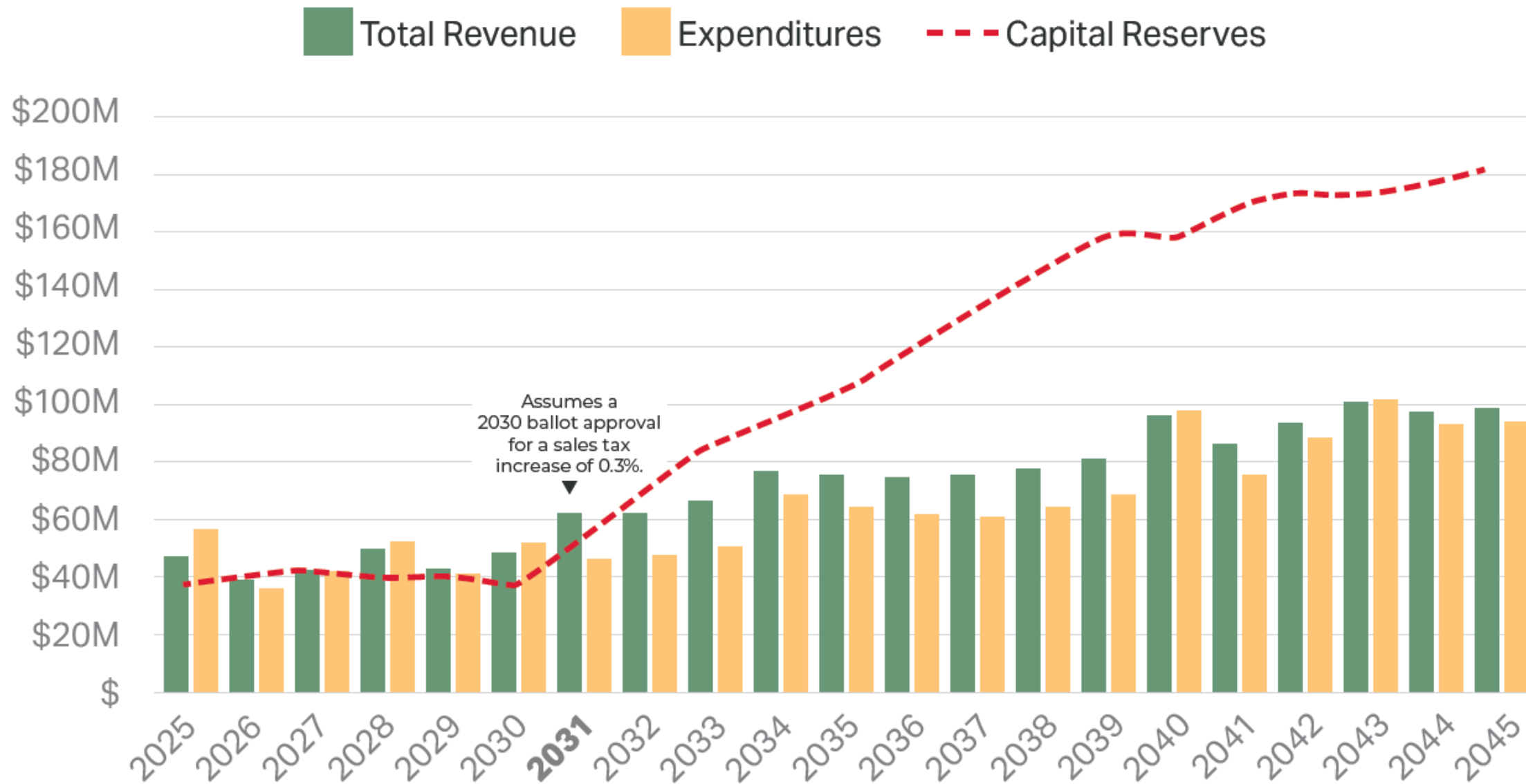
Financial Picture

Where We Are Right Now

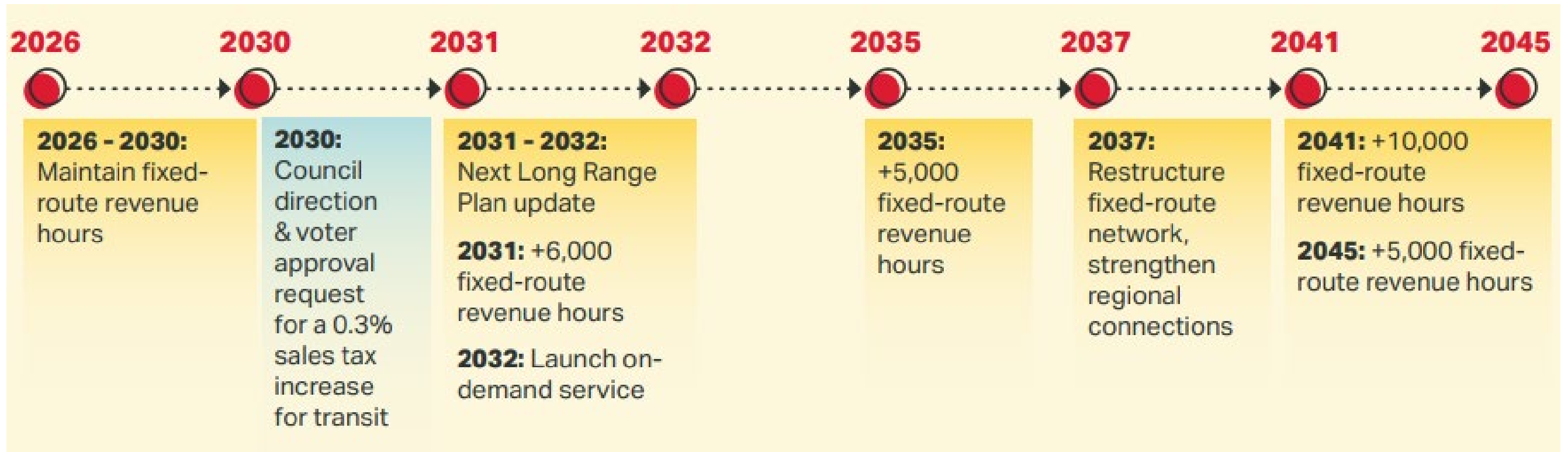
- Sales tax rate of 0.6% since 2004
- Provides enough funding to maintain existing service, but not enough to expand
- COVID-19 relief funds helped
- Washington State's Climate Commitment Act (CCA) is a newer source of funding



Everett Transit's Financial Future



Strategic Roadmap & Key Milestones



Questions?

Mike Schmieder
mschmieder@everettwa.gov

Sabina Araya
saraya@everettwa.gov



EverettTransit.org/2045



LONG RANGE PLAN

Connecting Everett in 2045

PUBLIC COMMENT PERIOD

Feb. 2 – March 2, 2026





Mayoral Directive 2026-01: Response to Federal Immigration Enforcement in Everett

The manner in which the federal government has engaged in immigration enforcement in local communities across the country is deeply concerning. The tragic loss of life in other communities connected to these enforcement efforts has caused and continues to cause real harm to families and communities. Immigration officials have created real fear and uncertainty for people who want to live, work, raise their families in the places they call home.

Everett is a safe and welcoming community. Our focus is, and always will be, to serve everyone in our community and maintain trust with our residents. Our community thrives when those who live in it are treated with dignity and respect and feel safe and stable in their daily lives.

City of Everett employees strive to serve all community members with fairness and maintain trust with our residents. We believe public safety works best when people feel safe asking for help. No one in our community should ever hesitate to call 911 or reach out for assistance out of fear it could put them or their family at risk.

Everett prioritizes maintaining a well-trained staff that focuses on community safety as well as ongoing engagement and collaboration with our Latino and immigrant-serving community leaders and supporters to listen, understand and reaffirm our commitment to serving all who call Everett home. Leveraging state and regional government and elected officials to mobilize resources and align priorities enhances our effectiveness as does reaffirming Everett's ongoing commitment to our values, compassion and accountability.

It is within this framework that I issue the following Mayoral Directive.

NOW, THEREFORE, I, Cassie Franklin, mayor of Everett, hereby direct City of Everett staff to pursue the following four initiatives:

Initiative 1: City internal policy review, training and preparation

1. The city will establish an Interdepartmental Response Team (IRT) comprised of representatives from the Mayor's Office, Engagement, Communications, Legal, Public Safety, Governmental Affairs and any others as deemed necessary by the Mayor. This team will collaborate internally to ensure the city maintains current and proper response protocols that best protect the privacy and civil rights of our residents.
2. All city departments will immediately complete a comprehensive review of internal policies and procedures related to immigration enforcement to ensure protection of our community members and compliance with Washington State law.
3. As part of this internal review, and with approval from City Legal and Human Resources, departments may consider adopting protocols specific to their department that recognize the unique ways in which their team members interact with and serve our community.
4. All city departments will conduct regular reviews of these policies due to the rapidly changing environment and conditions related to immigration enforcement at the federal level.
5. The Information Technology Department will coordinate with department directors to assure that any department deploying camera systems for community and staff safety, to include Police, Transit and Municipal Court, are in compliance with the city's cybersecurity policy and will conduct internal audits or oversee any third-party reviews of systems, as deemed necessary by the IT Director.
6. All city staff will undergo training regarding privacy of information and access to city facilities by federal officials for the purpose of immigration enforcement. Staff training will include notification protocols for immigration enforcement activity on or near city facilities and properties.

Initiative 2: Collaboration with stakeholders and business support

7. Everett's Engagement team will immediately coordinate regular meetings between Everett's IRT and our Latino and immigrant community leaders and supporters. Stakeholders may include representatives from established organizations such as school districts, the Latino Education Training Institute (LETI), Connect Casino Road (CCR), and Snohomish County Indivisible.

8. Governmental Affairs will establish a regional intergovernmental network comprised of local city Mayors, county and state elected officials who will seek to leverage local resources and align response plans should immigration enforcement by federal agents create dangerous and unsafe conditions in our community. These collaborations will seek to leverage political influence to support the safety and security for all our residents.
9. The Mayor's Office will contact the Offices of the Governor and Attorney General to request guidance around coordination and alignment of response protocols and seek to identify resource allocations in the event of organized ICE operations in Everett.
10. Economic Development staff will collaborate with stakeholders like the Everett Area Chamber of Commerce, Economic Alliance of Snohomish County and the Downtown Everett Association to highlight our immigrant-owned businesses and restaurants and encourage residents to visit these establishments and keep their money local.
11. Encourage advocacy and community-based organizations to collaborate with immigrant groups to establish "know your rights" information that can be shared within our immigrant communities.
12. Facilitate and provide referral assistance to local businesses seeking guidance on implementing workplace protocols that provide protections for customers from our immigrant communities.

Initiative 3: Control and access to city property

13. Effective immediately, absent a warrant, or other non-immigration related mutual aid investigation in which the Everett Police have sought federal agency assistance, no federal agent conducting immigration enforcement shall be allowed to access non-public areas within a city-owned facility.
14. Effective immediately, city employees observing federal agents conducting immigration enforcement or briefing or staging on city owned property shall immediately notify their department director. Department directors shall notify the Mayor's Office or a member of the IRT as soon as practical.
15. All non-public areas of city facilities will be clearly marked and posted with no access allowed by non-city employees, with the exception noted above.

Initiative 4: Everett's renewed commitment to Constitutional policing and best practices

16. The Everett Police Department fully complies with the Keep Washington Working Act and does not engage in civil immigration enforcement in any way.
17. If an Everett police officer responds to a call involving a federal immigration official contacting a community member, the Everett Police Officer, as per policy, will be required to activate their body worn camera to record the interaction and will document their interaction. This information will be routed to the Mayor's Office, Legal Department and IRT.
18. Everett police officers who observe an egregious excessive force encounter involving federal immigration officers are expected to take action when it is safe to do so.
19. When city staff become aware of resident contacts with ICE at city facilities or on city property, notifications are automatically forwarded to the Mayor's Office for awareness.
20. All requests for records by federal immigration officials are routed to the Legal Department for review to determine if Everett is legally obligated to release the report or information.
21. The Everett Police Department utilizes various technologies to assist with solving crimes and returning missing and endangered community members to their families. The city understands the privacy concerns surrounding the use of technology and to that end, has taken measures that include requiring user agreements with other agencies, outlining restrictions on how our information can be used and shared and conducting frequent audits of systems to ensure no unauthorized access and that they are being used properly. The city will continue to monitor the use of these systems and databases to protect the privacy, rights and safety of our community.

Staff will provide regular updates to me on progress, challenges and any metrics used to gauge impact and success.

Dated this 25th day of February 2026



Cassie Franklin
Mayor, City of Everett