

YOU MAY CALL IN TO LISTEN TO THE COUNCIL MEETINGS AT

1.425.616.3920, Conference ID: 724 887 726#

WE ENCOURAGE YOU TO PROVIDE YOUR COMMENTS IN WRITING BEFORE THE MEETING AT
COUNCIL@EVERETTWA.GOV.

YOU MAY CALL IN **AT 6:00 P.M. PRIOR TO THE MEETING** TO PROVIDE PUBLIC COMMENT AT
THE COUNCIL MEETINGS AT 1.425.616.3920,

Conference ID: 550 083 615#

EVERETT CITY COUNCIL PRELIMINARY AGENDA

6:30 P.M., WEDNESDAY, SEPTEMBER 16, 2020

Roll Call

Approval of Minutes: September 9, 2020

Mayor's Comments: Mayor's Proposed 2021 Budget Message

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Public Comment

PUBLIC HEARING:

(1) Authorize the Mayor to sign an Interlocal Agreement between the City of Everett and Snohomish County concerning the annexation of the unincorporated portion of Smith Island located within the City of Everett Municipal Urban Growth Area.

Documents:

[Smith Island-2.pdf](#)

PROPOSED ACTION ITEMS:

(2) CB 2009-47 – 2nd Reading and public hearing – Adopt the Proposed Ordinance amending the Comprehensive Plan Land Use Map Designation Map for Hope Covenant Church and Schmidt properties amending Ordinance No. 2021-94, as amended, as part of the annual docket for 2020. (3rd and final reading on 9-23-20).

Documents:

[CB 2009-47-1.pdf](#)

(3) CB 2009-48 – 2nd Reading and public hearing – Adopt the Proposed Ordinance amending the Comprehensive Plan Land Use Designation Map for Evergreen Recovery Centers-Summit Campus properties amending Ordinance No. 2021-94, as amended, as part of the annual docket for 2020. (3rd and final reading on 9-23-20).

Documents:

[CB 2009-48-1.pdf](#)

(4) CB 2008-45- 2nd Reading - Adopt the Proposed Ordinance closing a special improvement project entitled "Three Acre Park, Phase 1" Fund 308, Program 006, as established by Ordinance No. 3476-16. (3rd and final reading on 9-23-20).

Documents:

[CB 2008-45.pdf](#)

(5) CB 2009-46 – 2nd Reading – Adopt the Proposed Ordinance creating a special improvement project entitled "Garfield Park Path Overlay and Sport Court Seal Coat Project", Fund 354, Program 067, to accumulate all costs for the project. (3rd and final reading on 9-23-20).

Documents:

[CB 2009-46.pdf](#)

CONSENT ITEMS:

(6) Adopt Resolution authorizing claims against the City of Everett in the amount of \$1,733,111.43 for the period of August 22, 2020 through August 28, 2020.

Documents:

[res22.pdf](#)

(7) Adopt Resolution authorizing claims against the City of Everett in the amount of \$2,594,032.01 for the period of August 29, 2020 through September 4, 2020.

Documents:

[res 8 29.pdf](#)

(8) Adopt Resolution authorizing payroll claims against the City of Everett in the amount of \$3,916,227.48 for the period ending August 29, 2020.

Documents:

[payroll.pdf](#)

(9) Authorize the Mayor to sign the Interlocal Agreement with Snohomish County for sex offender address and residency verification program services, allowing the Everett Police Department to accept and utilize the funds in the amount of \$101,000.

Documents:

[RSO Verification.pdf](#)

(10) Authorize the Mayor to sign lease agreements with Workforce Development Council Snohomish County at Everett Station for Youth Center 2nd floor and WorkSource Snohomish (3rd and 4th floors).

Documents:

[Workforce Lease.pdf](#)

COUNCIL BRIEFING AGENDA: (These items come before the City Council serving as a Council Committee of the Whole and are likely to be scheduled at a future meeting.)

(11) Public Hearing on 2021 Budget Revenue /Expense Workshop

Executive Session

Adjourn

Everett City Council agendas can be found, in their entirety, on the City of Everett Web Page at www.everettwa.gov/citycouncil.

Everett City Council meetings are recorded for rebroadcast on the [Everett Channel](#), Comcast Channel 21 and Frontier Channel 29, at 12:00 p.m. on Monday and Tuesday; 2 p.m. and 7:00 p.m. Thursday; 7 p.m. Friday and Sunday; 10:00 a.m., Saturday.

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Interlocal Agreement between the City of Everett and Snohomish County Concerning Annexation of the Unincorporated Portion of Smith Island Located within the City of Everett Municipal Urban Growth Area

Project title:

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Project: Smith Island-West Annexation

Partner/Supplier : N/A

Location: Northwest end of Smith Island, west of current city limits

Preceding action: Resolution authorizing Interlocal Agreement

Fund: N/A

Agenda date requested:

9/16/20

Fiscal summary statement: N/A

Briefing

Proposed action

Consent

Action 9/16/20

Ordinance

Public hearing 9/16/20

X **No**

Project summary statement:

The City has received a request from owners of property on Smith Island, located outside the current city limits, to initiate the annexation of the area using the Interlocal Agreement (ILA) method of annexation provided by RCW 35.13.470. This option for annexation allows for the legislative bodies of the annexing city and county to execute an ILA to allow annexation when at least sixty percent of the annexation area is surrounded by the city limits. The Council passed a resolution on May 27, 2020 authorizing preparation of an ILA with Snohomish County.

Budget amendment:

X No

Accordingly, staff have cooperatively drafted the ILA with representatives of the Snohomish County Executive and multiple reviews by our City Attorney. In addition, revisions were made to incorporate comments from City staff with the revisions reviewed and agreed to by Snohomish County staff.

PowerPoint presentation:

X No

The area is the last remaining unincorporated part of Smith Island that is located within Everett's Municipal Urban Growth Area (MUGA), as designated in the Countywide Planning Policies. Properties within a city's MUGA are expected to be annexed.

Attachments:

Interlocal Agreement

Department(s) involved:

Legal, Planning

Contact person:

David Stalheim

Phone number:

425 257-7186

Email:

dstalheim@everettwa.gov

Initialed by:

Department head

Administration

Council President

Recommendation (exact action requested of Council):

Authorize the Mayor to sign an Interlocal Agreement between the City of Everett and Snohomish County concerning the annexation of the unincorporated portion of Smith Island located within the City of Everett Municipal Urban Growth Area.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF EVERETT AND SNOHOMISH COUNTY
CONCERNING THE SMITH ISLAND WEST ANNEXATION PURSUANT TO
RCW 35.13.470**

1. PARTIES

This Interlocal Agreement (“Agreement” or “ILA”) is made by and between the City of Everett (“City”), a Washington municipal corporation, and Snohomish County (“County”), a political subdivision of the State of Washington, collectively referred to as the “Parties,” pursuant to Chapter 35.13 RCW (Annexation of Unincorporated Areas), Chapter 36.70A RCW (Growth Management Act), Chapter 36.115 RCW (Governmental Services Act), Chapter 43.21C RCW (State Environmental Policy Act), Chapter 36.70B RCW (Local Project Review), Chapter 58.17 RCW (Subdivisions), Chapter 82.02 RCW (Excise Taxes), and Chapter 39.34 RCW (Interlocal Cooperation Act).

2. PURPOSE

2.1 Purpose. The purpose of this Agreement is to set forth terms of the Parties’ agreement to the annexation (“Annexation”) to the City of territory located within the Smith Island West Annexation Area, which is referred to herein as the “Annexation Area,” pursuant to RCW 35.13.470, and to facilitate an orderly transition of services from the County to the City at the time of the Annexation. The Annexation Area is depicted on Exhibit A to this Agreement, incorporated herein by this reference. As required under RCW 35.13.470(1) the Annexation Area is completely within the Everett Municipal Urban Growth Area and more than sixty-percent of the Annexation Area is contiguous to the City.

2.2 Master annexation interlocal agreement. The Parties recognize that there is no master annexation interlocal agreement between the City and the County. The Parties agree that no such master annexation interlocal agreement is necessary in order to proceed with the Annexation. Instead, the Annexation shall be governed by the terms of this Agreement.

3. GENERAL AGREEMENT REGARDING ANNEXATION

3.1 Annexation approval. The City and County agree that following execution of this Agreement, the City shall pursue the Annexation of territory described in Exhibit A by adoption of an ordinance pursuant to RCW 35.13.470(4). If the Snohomish County Council finds that the proposed Annexation is consistent with this Agreement and the factors and objectives established in RCW 36.93.170 and 36.93.180, that the health, safety, and general welfare of Snohomish County citizens is not adversely affected by the Annexation, and that an addendum pursuant to Section 12 of this Agreement is completed or is not necessary, the

County may not oppose the proposed Annexation and may send a letter to the Boundary Review Board in support of the proposed Annexation.

- 3.2 Snohomish County Tomorrow Annexation Principles. The Parties intend that this Agreement be interpreted in a manner that furthers the objectives articulated in the Snohomish County Tomorrow Annexation Principles; however, in the event of a conflict between such Principles and this Agreement, this Agreement shall prevail. For the purpose of this Agreement, the Snohomish County Tomorrow Annexation Principles means that document adopted by the Snohomish County Tomorrow Steering Committee on February 28, 2007, and supported by the Snohomish County Council in Joint Resolution No. 07-026 passed on September 5, 2007. The Snohomish County Tomorrow Annexation Principles are attached to this Agreement as Exhibit B, and incorporated herein by this reference.
- 3.3 Adoption of County codes. The City agrees to adopt by reference the County codes and ordinances listed in Exhibit C of this Agreement solely for the purpose of allowing the County to process and complete permits and fire inspections in the Annexation Area. Adoption of the County's codes by the City in no way affects applications submitted to the City after the effective date of the Annexation. The County shall be responsible for providing copies of all the codes and ordinances listed in Exhibit C of this Agreement, in addition to all the updates thereto, to the Everett City Clerk, so that the City Clerk may maintain compliance with RCW 35A.12.140.

4. GROWTH MANAGEMENT ACT ("GMA") AND LAND USE

Flood hazard regulations. The City agrees to ensure after the Annexation that the City comprehensive plan and development regulations that apply within the floodplain, as defined in Chapter 30.65 Snohomish County Code (SCC), will provide equal or greater restrictions on development as those provided by the County flood hazard regulations in Chapter 30.65 SCC, as required by Snohomish County General Policy Plan, LU Policy 1.A.12 (GPP LU 1.A.12).

5. PROCESSING OF PERMITS IN THE ANNEXATION AREA

- 5.1 Definitions. For the purposes of this Agreement, the following definitions apply:
- “Building permit application” shall mean an application for permission issued by the authorizing jurisdiction that allows for the construction of a structure, and includes repair, alteration, or addition of or to a structure.
- “Associated permit application” shall mean an application for mechanical, electrical, plumbing and/or sign permit for a structure authorized pursuant to a building permit.
- “Land use permit application” shall mean an application for any land use or development permit or approval and shall include, by way of example and not by way of limitation, any of the following: subdivisions, planned residential

developments, short subdivisions, binding site plans, single family detached unit developments, conditional uses, special uses, rezones, shoreline substantial development permits, urban center developments, grading or land disturbing activity permits, and variances. A “land use permit application” shall not include a “building permit application” except for non-single family building permits for structures greater than 4,000 square feet in size.

“Pending permit applications” shall mean all building permit applications, associated permit applications, and land use permit applications relating to real property located in the Annexation Area that are either (i) still under review by the County on the effective date of the Annexation, or (ii) for which a decision has been issued but an administrative appeal is pending on the effective date of the Annexation.

“Permit review phase” shall mean a discrete stage of or discrete activity performed during a jurisdiction’s review of a pending permit application that has logical starting and stopping points. By way of example, and not by way of limitation, applications for subdivisions and short subdivisions are deemed to have the following permit review phases: (i) preliminary plat approval; (ii) plat construction plan approval; (iii) revision, alteration or modification of a preliminary plat approval; (iv) construction inspection; (v) final plat processing; and (vi) final plat approval and acceptance. When it is not clear which activities related to the review of a particular pending permit application constitute a distinct permit review phase, the Parties shall determine same by mutual agreement, taking into account considerations of convenience and efficiency.

- 5.2 City consultation on County land use permit applications. After the effective date of this Agreement, the County agrees to give the City timely written notice and opportunity to view all land use permit applications inside the Annexation Area, as defined in Subsection 5.1 of this Agreement. When required and provided for in Title 30 of Snohomish County Code, the County will invite City staff to attend meetings between County staff and the applicant relating to such permit applications.
- 5.3 Review of County land use permit applications. The County will review all land use permit applications under County jurisdiction in the Annexation Area consistent with all applicable laws, regulations, rules, policies, and agreements including, but not limited to, the applicable provisions of this Agreement, the State Environmental Policy Act (Chapter 43.21C RCW) and the Snohomish County Code.
- 5.4 Permits issued by County prior to effective date of the Annexation. All building permits, associated permits, and land use permits and approvals relating to real property located in the Annexation Area that were issued or approved by the County prior to the effective date of the Annexation shall be given full effect by the City after the Annexation becomes effective. Any administrative appeals of such decisions that are filed after the effective date of the Annexation shall be

filed with the City and handled by the City pursuant to the City's municipal code. The County agrees that it shall reasonably make its employees available as witnesses at no cost to the City if necessary to provide assistance on appeals of decisions made by the County prior to the effective date of the Annexation.

- 5.5 Enforcement of County conditions. Any conditions imposed by the County relating to the issuance or approval of any of the permits described in Subsection 5.4 shall be enforced by the City after the effective date of the Annexation to the same extent the City enforces its own permit conditions. The County agrees that it shall reasonably make its employees available, at no cost to the City, to provide assistance in enforcement of conditions on permits originally processed and issued by the County.
- 5.6 Pending permit applications.
- 5.6.1 Vesting. The Parties agree that any complete building permit application, associated permit application or land use permit application relating to real property located in the Annexation Area that is submitted to the County prior to the effective date of the Annexation and that has vested under Washington statutory, common law, or the Snohomish County Code shall remain subject to the development regulations of the County that were in effect at the time the permit application was deemed complete by the County, notwithstanding the subsequent Annexation. Vesting under this section does not apply to storm water regulations.
- 5.6.2 Automatic transfer of authority regarding permits. The Parties understand and agree that the police power relating to real property located in the Annexation Area automatically transfers from the County to the City on the effective date of the Annexation. The Parties understand and agree that it is the police power that provides local jurisdictions with the authority to impose and implement building and land use regulations. Accordingly, the Parties understand and agree that, as a matter of law, all responsibility for and authority over pending permit applications automatically transfers from the County to the City on the effective date of the Annexation.
- 5.6.3 Completing the active phase of review. The Parties agree that to facilitate an orderly transfer of pending permit applications to the City after the effective date of the Annexation, it is desirable for the County to continue processing all pending permit applications through the completion of the permit review phase that was in progress on the effective date of the Annexation. Accordingly, beginning on the effective date of the Annexation, the County shall act as the City's agent for the limited purpose of reviewing and processing all pending permit applications until such time as County personnel have completed the permit review phase that was in progress on the effective date of the Annexation. Upon completion of such permit review phase relating to any particular pending

permit application, the County shall transfer all materials relating to the pending permit application to the City. After such transfer, the City shall perform all remaining permit review, approval, and issuance activities.

5.6.4 Administrative appeals. Notwithstanding anything to the contrary contained in Subsection 5.6.3, the Parties agree that it is not desirable for the County's quasi-judicial hearing officers or bodies to act as agents for the City for the purposes of hearing and deciding administrative appeals of permit decisions on behalf of the City, but it is also not desirable to disrupt an administrative appeal that is already in progress on the effective date of the Annexation. Accordingly, if the permit review phase that was in progress on the effective date of the Annexation was an administrative appeal of a decision made by the County, then that administrative appeal shall be handled as follows:

- (i) If the appeal hearing has not yet occurred as of the effective date of the Annexation, then all materials related to the appeal shall be transferred to the City as soon as reasonably possible after the effective date of the Annexation and the appeal shall be handled by the City pursuant to the procedures specified in the City's municipal code. The County agrees that it shall reasonably make its employees available as witnesses at no cost to the City if necessary to provide assistance to the City on appeals for decisions that were made by the County prior to the effective date of the Annexation;
- (ii) If the appeal hearing has already occurred as of the effective date of the Annexation, but no decision has yet been issued by the County's quasi-judicial hearing officer or body, then the County's quasi-judicial hearing officer or body shall act as an agent for the City and issue a timely decision regarding the administrative appeal on behalf of the City; or
- (iii) If a decision regarding the administrative appeal was issued by the County's quasi-judicial hearing officer or body prior to the effective date of the Annexation, but a timely request for reconsideration was properly filed with the County prior to the effective date of the Annexation, then the County's quasi-judicial hearing officer or body shall act as an agent for the City and issue a timely decision on reconsideration on behalf of the City.

5.6.5 Effect of decisions by the County regarding permit review phases. The City shall respect and give effect to all decisions made in the ordinary course by the County regarding those permit review phases, as defined in Subsection 5.1, for a pending permit application within the Annexation Area that are completed by the County prior to the effective date of the Annexation, or on behalf of the City after the effective date of the Annexation. Nothing herein shall deny the City its right to appeal, or continue an existing appeal, of any appealable decision made by the County prior to the effective date of the Annexation.

- 5.6.6 Proportionate sharing of permit application fees. The Parties agree to proportionately share the Title 30 Snohomish County Code (SCC) permit application fees for pending permit applications. Proportionate shares will be calculated based on the County's permitting fee schedule. Relating to each pending permit application, the County shall retain that portion of the permit application fees that may be allocated to the phases of review completed by the County prior to the effective date of the Annexation. In compensation for the County's work in reviewing pending permit applications on behalf of the City, the County shall also retain that portion of the Title 30 SCC permit application fees that may be allocated to the phase(s) of review completed by the County while acting as an agent of the City. Within a reasonable time after the completion of a permit review phase, the County shall transfer to the City any remaining portion of the Title 30 SCC permit application fees collected, which shall be commensurate with the amount of work left to be completed relating to the pending permit application at the time the pending permit application is transferred to the City.
- 5.6.7 Deferred impact fees. Impact fees that were deferred under the provisions of Chapter 30.66A, 30.66B, or 30.66C SCC for building permits issued by the County on properties within the Annexation Area prior to the effective date of the Annexation shall be owed to the County per the requirements of the liens recorded against those properties. For permit applications submitted to the County but not yet issued prior to the effective date of the Annexation, the City agrees to review any requests for impact fee deferral that were submitted to the County.
- 5.6.8 Dedications or conveyances of real property. The Parties acknowledge and agree that after the effective date of the Annexation the County Council will have no authority to accept dedications or other conveyances of real property to the public relating to real property located in the Annexation Area after it has been annexed by the City; provided, however, that the County may accept dedication or other conveyances of real property when granted, dedicated, or otherwise conveyed specifically to Snohomish County, for such purposes, that include but are not limited to, expanding County owned and operated facilities that were retained by the County within the Annexation Area. Accordingly, notwithstanding anything to the contrary contained elsewhere in this Section 5, after the effective date of the Annexation, the approval and acceptance of final plats, final short plats, or other instruments or documents dedicating or conveying to the public an interest in real property located in the Annexation Area will be transmitted to the City for acceptance by the City.
- 5.7 Judicial appeals of permit decisions. The County shall protect, save harmless, indemnify and defend, at its own expense, the City, its elected and appointed officials, officers, employees, volunteers and agents, from any loss or claim for damages of any nature whatsoever arising out of land use decisions regarding

building permit applications, associated permit applications, and/or land use permit applications relating to real property located in the Annexation Area that were issued by the County prior to the effective date of the Annexation. The City shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees, volunteers and agents, from any loss or claim for damages of any nature whatsoever arising out of land use decisions regarding building permit applications, associated permit applications, and/or land use permit applications relating to real property located in the Annexation Area that are issued after the effective date of the Annexation. The term "land use decision" as used in this Subsection 5.7 is the same as the definition of "land use decision" as defined in RCW 36.70C.020(2). The County agrees that it shall reasonably make its employees available as witnesses at no cost to the City if necessary to provide assistance to the City on appeals of decisions issued by the County prior to the effective date of the Annexation or in its capacity as an agent of the City.

- 5.8 Permit renewal or extension. After the effective date of the Annexation, any request or application to renew or extend a building permit, an associated permit or a land use permit relating to real property located in the Annexation Area shall be submitted to and processed by the City, regardless of whether such permit was originally issued by the County or the City.
- 5.9 Administration of bonds. The County's interest in any outstanding performance security, maintenance security or other bond or security device issued or provided to the County to guarantee the performance, maintenance or completion by a permittee of work authorized by or associated with a permit relating to real property located in the Annexation Area will be assigned or otherwise transferred to the City upon the effective date of the Annexation if such assignment or transfer is reasonably feasible. If it is not reasonably feasible for the County to transfer any outstanding bond or security device to the City, whether due to the terms of the bond or security device at issue or for some other reason, then the County shall continue to administer the bond or security device until the earlier to occur of the following: (i) the work guaranteed by the bond or security device has been properly completed; (ii) the City has been provided with an acceptable substitute bond or security device; or (iii) the bond or security device has been foreclosed. For bonds and security devices that the County continues to administer after the effective date of the Annexation, the City shall notify the County when either the work guaranteed by the bond or security device is completed, or when the City is provided with an acceptable substitute bond or security device, at which time the County shall release the original bond or security device. Should it become necessary to foreclose any bond or security device the County continues to administer after the effective date of the Annexation, the Parties shall cooperate to perform such foreclosure.

5.10 Building and land use code enforcement cases. Any pending building or land use code enforcement cases relating to real property located in the Annexation Area will be transferred to the City on the effective date of the Annexation. Any further action in those cases will be the responsibility of the City at the City's discretion. The County agrees that it shall reasonably make its employees available as witnesses at no cost to the City if necessary to prosecute transferred code enforcement cases. Upon request, the County agrees to provide the City with copies of any files and records related to any transferred case.

6. RECORDS TRANSFER AND ACCESS TO PUBLIC RECORDS FOLLOWING ANNEXATION

6.1 Records to be transferred. Prior to and following the Annexation, and upon the City's request in writing, copies of County records relevant to jurisdiction, the provision of government services, and permitting within the Annexation Area may be copied and transferred to the City in accordance with the procedure identified in Subsection 6.2 of this Agreement. Said records shall include, but are not limited to, the following records from the Snohomish County Department of Public Works, the Snohomish County Department of Planning and Development Services, and the Business Licensing Department of the Snohomish County Auditor's office: all permit records and files, inspection reports and approved plans, GIS data and maps in both printed and electronic versions, approved zoning files, code enforcement files, fire inspection records, easements, plats, databases for land use, drainage, street lights, streets, regulatory and animal license records, records relating to data on the location, size and condition of utilities, and any other records pertinent to the transfer of services, permitting and jurisdiction from the County to the City. The County reserves the right to withhold confidential or privileged records. In such cases where the County opts to withhold such records, it shall provide the City with a list identifying the records withheld and the basis for withholding each record.

6.2 Procedure for copying. The City records staff shall discuss with the County records staff the types of records identified in Subsection 6.1 of this Agreement that are available for the Annexation Area, the format of the records, the number of records, and any additional information pertinent to a request of records. Following this discussion, the County shall provide the City with a list of the available files or records in its custody. The City shall select records from this list and request in writing their transfer from the County to the City. The County shall have a reasonable time to collect, copy, and prepare for transfer the requested records. All copying costs associated with this process shall be borne by the City. When the copied records are available for transfer to the City, the County shall notify the City and the City shall arrange for their delivery.

- 6.3 Electronic data. In the event that electronic data or files are requested by the City, the City shall be responsible for acquiring any software licenses that are necessary to use the transferred information.
- 6.4 Custody of records. The County shall retain permanent custody of all original records. No original records shall be transferred from the County to the City. As the designated custodian of original records, the County shall be responsible for compliance with all legal requirements relating to their retention and destruction as set forth in Subsection 6.5 of this Agreement.
- 6.5 Records retention and destruction. The County agrees to retain and destroy all public records pursuant to this Agreement consistent with the applicable provisions of Chapter 40.14 RCW and the applicable rules and regulations of the Secretary of State, Division of Archives and Records Management.
- 6.6 Public records requests. Any requests for copying and inspection of public records shall be the responsibility of the party receiving the request. Requests by the public shall be processed in accordance with Chapter 42.56 RCW and other applicable law. If the County considers any portion of a record provided to the City to be confidential, the County shall clearly identify the portion of the record it claims to be confidential. If the City receives a request for any portion of a record the County has identified as confidential, the City agrees to withhold from disclosure documents which the County has requested remain confidential and not be disclosed where disclosure is not, in the City's sole determination, mandated by law. In the event the City determines the release of the record is required, the City shall notify the County (i) of the request and (ii) of the date the record will be released unless the County obtains a court order to enjoin the disclosure pursuant to RCW 42.56.540. If the County fails to timely obtain a court order, the City will release the record on the date specified.

7. **SURFACE WATER MANAGEMENT**

- 7.1 Legal control and maintenance responsibilities. There are no known surface water management improvements or facilities within the Annexation Area. If the Annexation Area includes any unknown surface water management improvements or facilities (i) in which the County has an ownership interest, (ii) over or to which the County has one or more easements for access, inspection and/or maintenance purposes, and/or (iii) relating to which the County has maintenance, monitoring, or other responsibilities, all such ownership interests, rights and responsibilities shall be transferred to the City, effective by the date of the Annexation. All flood control/diking facilities owned by a flood control/diking district, or any privately owned flood control/diking facilities within the Annexation Area shall remain the responsibility of the owner to maintain after the Annexation. The City shall have no responsibility for maintenance of such facilities.

- 7.2 Taxes, fees, rates, charges and other monetary adjustments. The City recognizes that service charges are collected by the County for unincorporated areas within the County's Surface Water Management Utility District. Surface water management service charges are collected at the beginning of each calendar year through real property tax statements. Upon the effective date of the Annexation, the City hereby agrees that the County may continue to collect and, pursuant to Title 25 SCC and to the extent permitted by law, to apply the service charges collected during the calendar year in which the Annexation occurs to the provision of surface water services designated in that year's budget. These services, which do not include servicing of drainage systems in road right-of-way, will be provided through the calendar year in which the Annexation becomes effective and will be of the same general level and quality as those provided to other property owners subject to service charges in the County. If the City intends for the County to continue providing surface water services beyond the calendar year after the Annexation, a separate interlocal agreement must be negotiated between the Parties.
- 7.3 Compliance with National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit. The Parties acknowledge that upon the effective date of the Annexation, the Annexation Area will become subject to the requirements of the City's Phase II NPDES Municipal Stormwater Permit, and will no longer be subject to the requirements of the County's Phase I NPDES Municipal Stormwater Permit. Notwithstanding the County's continued provision of stormwater management services in the Annexation Area pursuant to Subsection 7.2, the City expressly acknowledges, understands and agrees that from and after the effective date of the Annexation (i) the City shall be solely responsible for ensuring the requirements of the City's NPDES Permit are met relating to the Annexation Area, and (ii) any stormwater management services the County continues to provide in the Annexation Area pursuant to Subsection 7.2 will not be designed or intended to ensure or guarantee compliance with the requirements of the City's Phase II NPDES Permit.
- 7.4 Access during remainder of calendar year in which the Annexation occurs. To ensure the County is able to promptly and efficiently perform surface water management services in the Annexation Area after the effective date of the Annexation, as described in Subsection 7.2, the City shall provide the County with reasonable access to all portions of the Annexation Area in which such services are to be performed. Reasonable access shall include, by way of example and not by way of limitation, the temporary closing to traffic of streets, or portions thereof, if such closing is reasonably necessary to perform the service at issue.

7.5 Surface Water Management cases referred to Planning and Development Services (PDS) code enforcement for county code violations. Any pending Surface Water Management cases referred to PDS code enforcement for county code violations relating to real property located in the Annexation Area will be transferred to the City on the effective date of the Annexation. Any further action in those cases will be the responsibility of the City at the City's discretion. The County agrees to make its employees available as witnesses at no cost to the City if necessary to assist with transferred code enforcement cases. Upon request, the County agrees to provide the City with copies of any files and records related to any transferred case.

8. POLICE SERVICES

As provided by law, at the effective date of the Annexation the responsibility for police services will transfer to the City; or, if necessary, the Parties may agree to discuss the need for developing a contract for police services in order to accommodate the needed transfer of police services within the Annexation Area and the unincorporated UGA. Upon request of the City, the Snohomish County Sheriff's Office will provide detailed service and cost information for the Annexation Area. This request to the Sheriff's Office for detailed service and cost information for police contract services does not preclude the City from seeking additional service and cost information proposals for similar services from other governmental entities. Agreements between the Parties will be made consistent with RCW 41.14.250 through 41.14.280 and RCW 35.13.360 through 35.13.400.

9. CRIMINAL JUSTICE SERVICES

All misdemeanor crimes that occur within the Annexation Area prior to the effective date of the Annexation will be considered misdemeanor crimes within the jurisdiction of Snohomish County for the purposes of determining financial responsibility for criminal justice system services, including but not limited to prosecution, court costs, jail fees and services, assigned counsel, jury and witness fees, and interpreter fees. After the effective date of the Annexation, the County shall continue, at its cost and expense, to prosecute such misdemeanor crimes to completion in accordance with the then-existing policies, guidelines, and standards of the Snohomish County Prosecuting Attorney's Office. On and after the effective date of the Annexation, all misdemeanor crimes that occur in the Annexation Area will be considered crimes within the jurisdiction of the City for purposes of determining financial responsibility for such criminal justice system services.

10. FIRE MARSHAL SERVICES

After the effective date of the Annexation, the County shall no longer be responsible for fire inspections, fire code enforcement, or fire investigations within the Annexation Area. Any further actions or enforcement will be at the discretion of the City.

11. STATUS OF COUNTY EMPLOYEES

Subject to City civil service rules and state law, the City agrees to consider the hiring of County employees whose employment status is affected by the change in governance of the Annexation Area where such County employees make application with the City per the City hiring process and meet the minimum qualifications for employment with the City. The City's consideration of hiring of affected sheriff department employees shall be governed by the provisions set forth in RCW 35.13.360 through 35.13.400. The County shall in a timely manner provide the City with a list of those employees expressing a desire to be considered for employment by the City.

12. ADDENDA AND AMENDMENTS

- 12.1 Addenda. At the discretion of the Parties, an addendum to this Agreement may be prepared for the Annexation by the City to address any issues specific to the Annexation. If the Parties decide an addendum is necessary, the Parties may negotiate the addendum prior to the City's submittal of a Notice of Intention to the Boundary Review Board for the Annexation.
- 12.2 Amendments. The Parties recognize that amendments to this Agreement may be necessary.
- 12.3 Process for addending or amending this Agreement. An addendum or amendment to this Agreement must be mutually agreed upon by the Parties and executed in writing. Any addendum or amendment to this Agreement shall be executed in the same manner as this Agreement.
- 12.4 Additional agreements. Nothing in this Agreement limits the Parties from entering into interlocal agreements on issues not covered by, or in lieu of, the terms of this Agreement.

13. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third party beneficiary rights.

14. DISPUTE RESOLUTION

Except as herein provided, no civil action relating to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim or controversy has been submitted to a mutually agreed upon mediator. The Parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each jurisdiction shall be responsible for the costs of their own legal representation. Either party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of that process. The Parties

agree to mediate any disputes regarding the Annexation process or responsibilities of the parties prior to any Boundary Review Board hearing on the proposed Annexation, if possible.

15. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES

In the event a conflict exists between this Agreement and any agreement between the Parties in existence prior to the effective date of this Agreement, the terms of this Agreement shall govern the conflict.

16. RELATIONSHIP TO EXISTING LAWS AND STATUTES

This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all parties will comply with all applicable state or local laws. The Parties retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the Parties do not intend to abrogate the decision-making responsibility or police powers vested in them by law.

17. EFFECTIVE DATE, DURATION AND TERMINATION

- 17.1 Effective Date. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has: (i) been duly executed by both parties, and (ii) has either been filed with the County Auditor or posted on the County's Interlocal Agreements website.
- 17.2 Duration. This Agreement shall be in full force and effect through December 31, 2021. If the parties desire to continue the terms of the existing Agreement after the Agreement is set to expire, the parties may either negotiate a new agreement or extend this Agreement through the amendment process.
- 17.3 Termination. Either party may terminate this Agreement upon ninety (90) days advance written notice to the other party. Notwithstanding termination of this Agreement, the Parties are responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the termination.

18. INDEMNIFICATION AND LIABILITY

- 18.1 Indemnification of County. The City shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees, volunteers, and agents, from any loss, suit or claim (collectively "Claims") for damages of any nature whatsoever arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those damages caused solely by the negligence of the County, its elected and appointed officials, officers, employees, volunteers, or

agents. The City's obligations under this Subsection 18.1 shall expressly exclude any Claims challenging or otherwise concerning the validity and/or substantive content of any ordinances, regulations, policies or rules (collectively "County Enactments") originally enacted by the County. The forgoing exclusion does not include any Enactments that are subsequently adopted by reference by the City. Furthermore, the City shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees, volunteers, and agents, from any loss, suit or claim (collectively "Claims") for damages of any nature whatsoever arising out of any known or unknown patent and latent defects in the real property, improvements, fixtures, and facilities thereon that are annexed as part of this Agreement.

- 18.2 Indemnification of City. The County shall protect, save harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees, volunteers, and agents from any loss, suit or claim (collectively "Claims") for damages of any nature whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those damages caused solely by the negligence of the City, its elected and appointed officials, officers, employees, volunteers, or agents. The County's obligations under this Subsection 18.2 shall expressly exclude any Claims challenging or otherwise concerning the validity and/or substantive content of any ordinances, regulations, policies or rules (collectively "City Enactments") originally enacted by the City.
- 18.3 Extent of liability. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the Parties, including claims by the City's or the County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the Parties, their officers, officials, employees, and volunteers, each party's liability hereunder shall be only to the extent of that party's negligence.
- 18.4 Industrial Insurance. For purposes of indemnification only, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.
- 18.5 Hold harmless. No liability shall be attached to the City or the County by reason of entering into this Agreement except as expressly provided herein. The City shall hold the County harmless and defend at its expense any legal challenges to the City's requested mitigation and/or failure by the City to comply with Chapter 82.02 RCW. The County shall hold the City harmless and defend at its expense any legal challenges to the County's requested mitigation or failure by the County to comply with Chapter 82.02 RCW. Furthermore, the City shall hold the County harmless and defend at its expense any and all claims for damages of any nature whatsoever arising out of any known or unknown patent and latent defects in the

real property, improvements, fixtures, and facilities thereon that are annexed as part of this Agreement.

18.6 Survivability. The provisions of this Section 18 shall survive the expiration or termination of this Agreement with respect to acts and omissions occurring during the effective term hereof.

19. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and the application of the provisions to other persons or circumstances shall not be affected.

20. EXERCISE OF RIGHTS OR REMEDIES

Failure of either party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time.

21. RECORDS

The Parties shall maintain adequate records to document obligations performed under this Agreement. The Parties shall have the right to review each other's records with regard to the subject matter of this Agreement, except for privileged documents, upon reasonable written notice. Public records will be retained and destroyed according to Subsection 6.5 of this Agreement.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties concerning the Annexation Area, except as set forth in Sections 12 and 15 of this Agreement.

23. GOVERNING LAW AND STIPULATION OF VENUE

This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County.

24. CONTINGENCY

The obligations of the Parties in this Agreement are contingent on the availability of funds through legislative appropriation and allocation in accordance with law. In the event funding is withdrawn, reduced or limited in any way after the effective date of this Agreement, the City or County may terminate the Agreement under Subsection 17.3 of this Agreement, subject to renegotiation under those new funding limitations and conditions.

25. FILING

A copy of this Agreement shall be filed with the Everett City Clerk and posted on the Snohomish County website pursuant to RCW 39.34.040.

26. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

The Administrators and contact persons for this Agreement are:

David Stalheim, Interim Director
City of Everett
Community, Planning and Economic
Development
2930 Wetmore, Suite 8-A
Everett, WA 98201
(425) 257-8736

Barb Mock, Director
Snohomish County
Department of Planning and Development Services
3000 Rockefeller Avenue
Everett, WA 98201
(425) 388-3311

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IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the later date indicated below or when the provisions of Subsection 17.1 are met, whichever date is later.

THE CITY:

The City of Everett, a Washington municipal corporation

By _____
Name: _____
Title: _____

Date: _____

THE COUNTY:

Snohomish County, a political subdivision of the State of Washington

By _____
Name: _____
Title: _____

Date: _____

ATTEST:

City Clerk/Treasurer

Approved as to Form:

City Attorney

ATTEST:

Clerk of the County Council

Approved as to Form:

Deputy Prosecuting Attorney

Reviewed by Risk Management:

APPROVED () OTHER ()

Explain.

Signed: _____

Date: _____

EXHIBIT B – SNOHOMISH COUNTY TOMORROW ANNEXATION PRINCIPLES

The following principles are intended as a “roadmap” for successful annexations but are not intended to require cities to annex all UGA lands. The desired outcome will reduce Snohomish County’s current delivery of municipal services within the urban growth area while strengthening the County’s regional planning and coordinating duties. Likewise, cities/towns will expand their municipal services to unincorporated lands scattered throughout the UGAs in Snohomish County. These principles propose altering historical funding and service delivery patterns. All parties recognize that compromises are necessary.

1. The County and all Snohomish County cities will utilize a six-year time schedule which will guide annexation goals. This work will be known as the Six Year Annexation Plan. As follow-up to the county’s Municipal Urban Growth Area (MUGA) policies, those cities that have a (MUGA) land assignment, should designate this land assignment a priority. Each jurisdiction shall conduct its normal public process to ensure that citizens from both the MUGA areas and city proper are well informed. All Snohomish County cities have the option of opting in or out of this process. Cities that opt in will coordinate with the county to establish strategies for a smooth transition of services and revenues for the annexations proposed in the accepted Six Year Plan.
2. Each city will submit a written report regarding priority of potential annexation areas to the county council every two years, at which time each city will re-evaluate its time schedule for annexation. This report will serve as an update to the Six Year Annexation Plan.

The report to the county council should be based upon each city’s internal financial analyses dealing with the cost of those annexations identified for action within the immediate two-year time period. This analysis shall include: current and future infrastructure needs including, but not be limited to, arterial roads, surface water management, sewers, and bridges. A special emphasis should be given to the financing of arterial roads, including historical county funding and said roads’ priority within the county’s current 6-year road plan. Where financing and other considerations are not compelling, the city and county may “re-visit” the annexation strategies at the next two-year interval.

3. To facilitate annexation within urban growth areas (UGAs), the host city and the county may negotiate an Interlocal agreement providing for sub-area planning to guide the adoption of consistent zoning and development regulations between the county and the city. Coordination of zoning densities between the county and the host city may require the revision of land use maps, adoption of transfer rights or other creative solutions. Upon completion of sub-area planning, if

densities cannot be reconciled, then the issue would be directed to SCT for review and possible re-assignment to alternate sites within the UGA.

The Interlocal Agreement would also address development and permit review and related responsibilities within the UGA, apportioning related application fees based upon the review work performed by the respective parties, and any other related matters. The format for accomplishing permit reviews will be guided in part by each city's unique staffing resources as reflected in the Interlocal agreement between the host city and the county.

4. The city and the county will evaluate the financial and service impacts of an annexation to both entities, and will collaborate to resolve inequities between revenues and service provision. The city and county will negotiate on strategies to ensure that revenues and service requirements are balanced for both the city and the county. These revenue sharing and/or service provision strategies shall be determined by individual ILAs to address service operations and capital implementation strategies.
5. The county and the host city will negotiate with other special taxing districts on annexation related issues. Strategies for accomplishing these negotiations will be agreed to by the county and host city, and reflected in the host city's annexation report. (See preceding Principle #2.)
6. To implement the goals of the Annexation Principles regarding revenue sharing, service provision, and permit review transitions, the county and the cities will consider a variety of strategies and tools in developing Interlocal Agreements, including:
 - Inter-jurisdictional transfers of revenue, such as property taxes, Real Estate Excise Taxes (REET), storm drainage fees, sales tax on construction, and retail sales tax. Dedicated accounts may be opened for the deposit of funds by mutual agreement by the county and city;
 - Service provision agreements, such as contracting for service and/or phasing the transition of service from the county to the city;
 - Identifying priority infrastructure improvement areas to facilitate annexation of areas identified in Six Year Annexation Plans.

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**EXHIBIT C – SNOHOMISH COUNTY CODE (“SCC”) PROVISIONS
TO BE ADOPTED BY CITY**

- A. The following portions of Title 13 SCC, entitled ROADS AND BRIDGES: Chapters 13.01, 13.02, 13.05, 13.10 through 13.70, 13.95, 13.110 and 13.130
- B. Title 25 SCC, entitled STORM AND SURFACE WATER MANAGEMENT
- C. Subtitle 30.2 SCC, entitled ZONING AND DEVELOPMENT STANDARDS
- D. Subtitle 30.3 SCC, entitled PERFORMANCE STANDARD ZONES, RESOURCE LANDS AND OVERLAYS
- E. Subtitle 30.4 SCC, entitled LAND USE PERMITS AND DECISIONS
- F. Subtitle 30.5 SCC, entitled CONSTRUCTION CODES
- G. Subtitle 30.6 SCC, entitled ENVIRONMENTAL STANDARDS AND MITIGATION
- H. Subtitle 30.9 SCC, entitled DEFINITIONS

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Project title: Adopt Ordinance and Amend the Comprehensive Plan Land Use Map Designation Map for Hope Covenant Church

City Council Agenda Item Cover Sheet

Council Bill #
CB 2009 47
Agenda dates requested:
Sept 9th Sept. 16th, 23rd

Briefing
Proposed action 9.16.20
Consent
Action 9.23.20
Ordinance X
Public hearing 9.16.20
X Yes No

Budget amendment:
Yes X No

PowerPoint presentation:
X Yes No

- Attachments:**
1. Draft Ordinance
 2. PC Resolution
 3. PC Mtg Minutes
 4. Staff Report
 5. Application

Department(s) involved:
Planning

Contact person:
David Stalheim

Phone number:
425-257-8736

Email:
dstalheim@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Amend comprehensive plan land use designation map for 4426, 4502, 4516 Rucker Avenue.
Partner/Applicant: Hope Covenant Church and Schmidt Properties LLC
Location: 4426, 4502, 4516 Rucker Avenue
Preceding action: Planning Commission public hearing, resolution to approve
Fund: N/A

Fiscal summary statement:
None

Project summary statement:

Consideration of a recommendation from the Planning Commission to amend the comprehensive plan land use designation map from Single Family to Commercial Mixed-Use for the two Schmidt owned parcels and from Single Family to Multifamily for the parcels owned by the Hope Covenant Church.

No specific plans have been submitted at this time, but the proposed change would allow greater density for future multifamily development and expansion of the existing business north of the site. The applicant has submitted a traffic analysis projecting a potential 150-unit multifamily mid-rise development and a visual impact analysis of stepped heights. Additional reviews, including public hearings, will be required prior to any future development. Traffic impacts on Rucker Avenue and compatibility with existing single-family homes to the east will be evaluated based on a site specific design and code requirements at the time of a vested application.

The Rethink Zoning proposal would eliminate the zoning requested. As such, this ordinance is limited to just the comprehensive plan designation changes. If approved, the planning director is instructed to bring back the equivalent zoning changes as part of Rethink Zoning unless the ordinance for Rethink Zoning is not considered by City Council by 11/18/20, then an ordinance to rezone should be submitted. (See Section 2 of the attached ordinance.)

Recommendation (exact action requested of Council):

Adopt Ordinance amending the Comprehensive Plan Land Use Designation Map for Hope Covenant Church and Schmidt properties amending Ordinance No. 2021-94, as amended, as part of the annual docket for 2020.



ORDINANCE NO. _____

An Ordinance Amending the Comprehensive Plan Land Use Designation Map for 4426/4502/4516 Rucker Avenue Amending Ordinance No. 2021-94, as amended, as part of the Annual Docket for 2020

WHEREAS,

- A. The City of Everett adopted its first Comprehensive Plan under the Washington State Growth Management Act (GMA) in 1994 and conducted a comprehensive review and update of the Plan in 2015 with annual updates allowed consistent with GMA.
- B. The 2020 comprehensive plan docket and implementing zoning amendments are subject to the phased timing of the Rethink Zoning project to coordinate the effective date of the map changes consistent with GMA requirements.
- C. A timely application was filed to amend the comprehensive plan land use designation from Single Family to Multifamily, and the zoning designation from R-1 Single Family Low Density to R-5 Multiple Family High Density for the Hope Covenant Church site.
- D. The R-5 Multiple Family High Density zone is only for property in the downtown area, so R-4 Multiple Family High Density was considered as the appropriate zone for these parcels.
- E. The application proposes that the adjacent Schmidt-owned parcels amend the comprehensive plan designation from Single Family to Commercial Mixed-Use with implementing zoning changing from R-1 Single Family Low Density to E-1 Evergreen Way.
- F. Notice of the proposed amendments to the comprehensive plan was sent to the Washington State Department of Commerce on February 21, 2020 and a letter of receipt was received on February 24, 2020.
- G. The Planning Commission reviewed the proposed map amendments, received public input at a duly advertised public hearing on June 16, 2020 and made the following findings and conclusions:
 - a. A Determination of Nonsignificance (DNS) under the State Environmental Policy Act was issued on February 22, 2020 regarding the proposed action.
 - b. The proposed map amendments are consistent with GMA goals (RCW 36.70A.020) that encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner, and which promote a variety of residential densities and housing types.

- H. Based on their findings and conclusions, the Planning Commission recommends that the City Council:
- a. Amend the City of Everett Growth Management Comprehensive Plan Land Use Map for the property at 4502/4516 Rucker Avenue from Single Family to Multifamily and Single Family to Commercial Mixed-Use for 4426 Rucker Avenue as depicted in Exhibit 1.
 - b. Amend the City of Everett Zoning Map for the property located at 4502/4516 Rucker Avenue from R-1 Single Family Detached Low Density to R-4 Multiple Family High Density and for the Schmidt parcel at 4426 Rucker Avenue from R-1 Single Family Detached Low Density to E-1 Evergreen Way as shown in Planning Commission Resolution 20-01, Exhibit 2.
- I. The City is considering changes to the Zoning Code (Rethink Zoning) which would eliminate the proposed zoning of R-4 and E-1, with the surrounding area being considered for the equivalent zoning designation of Business (B) for E-1 and Urban Residential 4 (UR4) for R-4.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN THE FOLLOWING ACTIONS:

Section 1. Amend the City of Everett Growth Management Comprehensive Plan Land Use Map for the property at 4502/4516 Rucker Avenue from Single Family to Multifamily and Single Family to Commercial Mixed-Use for 4426 Rucker Avenue as set forth in Exhibit 1.

Section 2. The Planning Director shall prepare an ordinance that amends the City's zoning map with the ordinance for Rethink Zoning unless the ordinance for Rethink Zoning is not considered for City Council action before November 18, 2020, in which case, the Planning Director shall prepare an ordinance to change the subject property zoning classifications from Single Family to E-1 Evergreen Way for the two Schmidt-owned parcels and from Single Family to R-4 Multiple Family High Density for the parcels owned by the Hope Covenant Church.

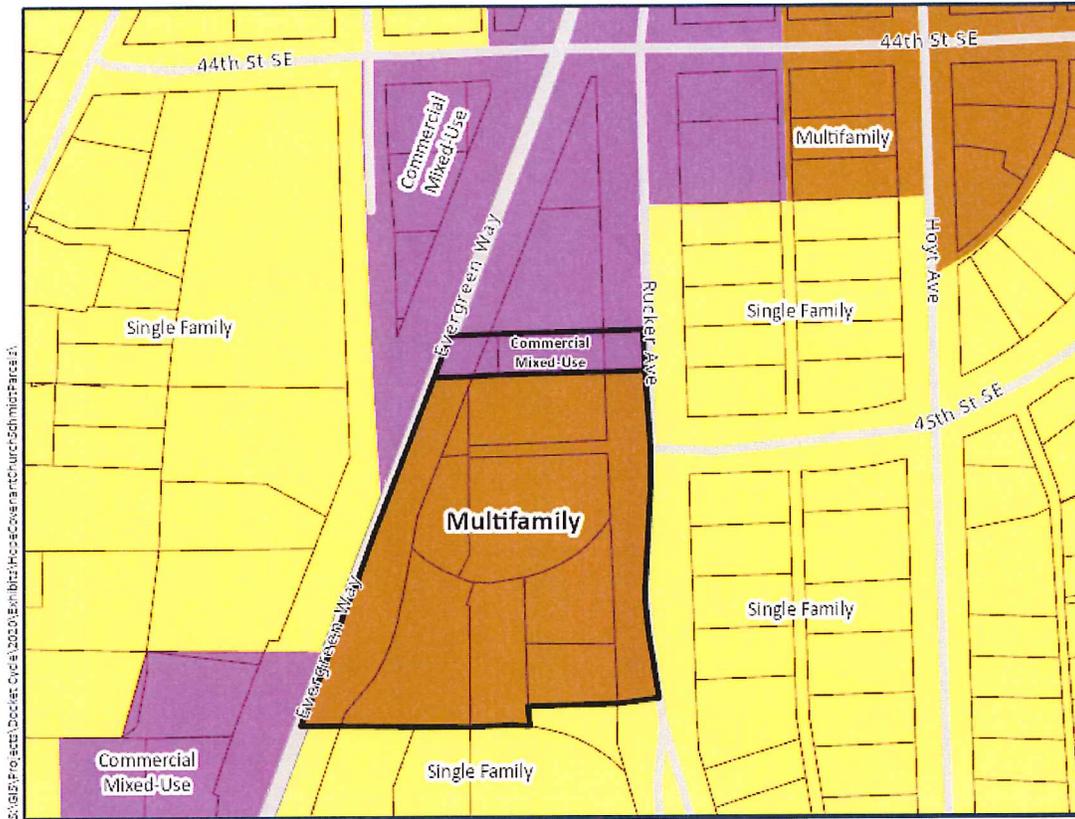
Section 3. Effective Date. This ordinance shall not go into effect until the City Council, by Resolution, concludes the 2020 Comprehensive Plan docket process.

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 and ordinance numbering.

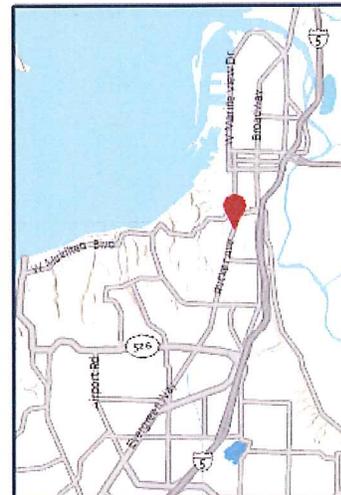
Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this Ordinance independent of the elimination of any such portion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

Hope Covenant Church and Schmidt Parcels
Comprehensive Plan Amendment

Exhibit 1



-  From: Single Family
To: **Commercial Mixed — Use**
-  From: Single Family
To: **Multifamily**





PLANNING COMMISSION RESOLUTION NO. 20-01

**A Resolution Recommending the City Council Amend the Comprehensive Plan
Land Use Designation and Zoning at 4426/4502/4516 Rucker Av.
as part of the Annual Docket for 2020**

WHEREAS, the City of Everett adopted its first Comprehensive Plan (Plan) under the Washington State Growth Management Act (GMA) in 1994 and conducted a comprehensive review and update of the Plan in 2015; and

WHEREAS, the Growth Management Act, codified as RCW 36.70A, generally allows for comprehensive plans to be amended on an annual basis; and

WHEREAS, the City of Everett initiated its 2020 annual comprehensive plan amendment process on January 13, 2020. A timely application was filed to amend the comprehensive plan land use designation from Single Family to Multifamily, and the zoning designation from R-1 Single Family Low Density to Multiple Family High Density for the Hope Covenant Church site. The application proposes the adjacent Schmidt-owned parcels amend the comprehensive plan designation from Single Family to Commercial Mixed-Use with implementing zoning changing from R-1 Single Family Low Density to E-1 Evergreen Way; and

WHEREAS, the Planning Commission held a public hearing on the matter on June 16, 2020 at which time the Commission heard staff's presentation, public comments, and considered the proposed comprehensive plan map amendment and rezone; and

WHEREAS, the proposed amendments were evaluated consistent with the State Environmental Policy Act and Chapter 20.04 EMC.

WHEREAS, notice of the proposed amendments to the comprehensive plan was sent to the Washington State Department of Commerce on February 21, 2020 and a letter of receipt was received on February 24, 2020.

WHEREAS, THE PLANNING COMMISSION FINDS:

1. The proposed map amendments are consistent with GMA goals (RCW 36.70A.020) that encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner, and which promote a variety of residential densities and housing types.

2. This proposal would implement the following Comprehensive Plan policies:
 - a. Housing growth in Everett will be principally in the form of multiple family dwellings in redevelopment areas...g. Evergreen Way and i. Transit corridors (pg. 6 Intro. II B 7)
 - b. Arterial streets traditionally zoned or used for commercial activities will be the focus of redevelopment with a greater emphasis on residential uses mixed with commercial development. (pg. 7 Intro. II B 14)
 - c. Promote housing alternatives to large lot single family detached dwelling (H 4.1.2)
 - d. Assure a wide range of housing opportunities (LU 2.1.1); and
 - e. Promote increased densities and infill housing types (LU 2.1.2); and
 - f. Promote high density residential use in well designed, mixed-use commercial developments...near transportation facilities... (LU 2.1.4); and
 - g. [Encourage] small scale buildings and businesses that are oriented to...surrounding residential neighborhoods. (LU 2.2.4.b); and
 - h. Commercial lands located adjacent to streets designated as "gateway corridors" shall...improve appearance of the arterial corridor...(LU 2.2.5).
3. The proposal is consistent with three of the required characteristics to amend the Land Use Map to allow High Density Multiple Family Residential as listed in the Land Use Element, Part V, Section D-- Land Use Designations-Locational Criteria.
4. The proposed zoning types, with the exception of R-5 Core Residential, are consistent with the proposed comprehensive plan land use designations and site-specific rezone criteria (Section 41.160.D.2 EMC).
5. The proposed rezones mitigate any adverse impact(s) upon existing or anticipated land uses in the immediate vicinity.
6. The public health, safety and welfare will be provided for by these map amendments with the continuation of residential and small-scale commercial development in an area served by public facilities and services including transit.
7. The proposed map amendments promote the best long-term interest of the Everett community by allowing future multifamily residential infill adjacent to mass transit on a site that could foster a design that is compatible with surrounding uses.
8. The proposed map amendments were considered as part of the annual comprehensive plan 2020 docket including an analysis of potential cumulative impacts.

NOW, THEREFORE, THE PLANNING COMMISSION RECOMMENDS THE FOLLOWING:

1. Amend the City of Everett Growth Management Comprehensive Plan Land Use Map for the property at 4502/4516 Rucker Avenue from Single Family to Multifamily and Single Family to Commercial Mixed-Use for 4426 Rucker Avenue as depicted in Exhibit 1.
2. Amend the City of Everett Zoning Map for the property located at 4502/4516 Rucker Avenue from R-1 Single Family Detached Low Density to R-4 Multiple Family High Density and for

the Schmidt parcel at 4426 Rucker Avenue from R-1 Single Family Detached Low Density to E-1 Evergreen Way as shown in Exhibit 2.

Dated: June 16, 2020

For: Commissioner McGinn, Commissioner Zelinski, Commissioner Beck, Commissioner Tisdell, Commissioner Lavra, and Chair Yanasak

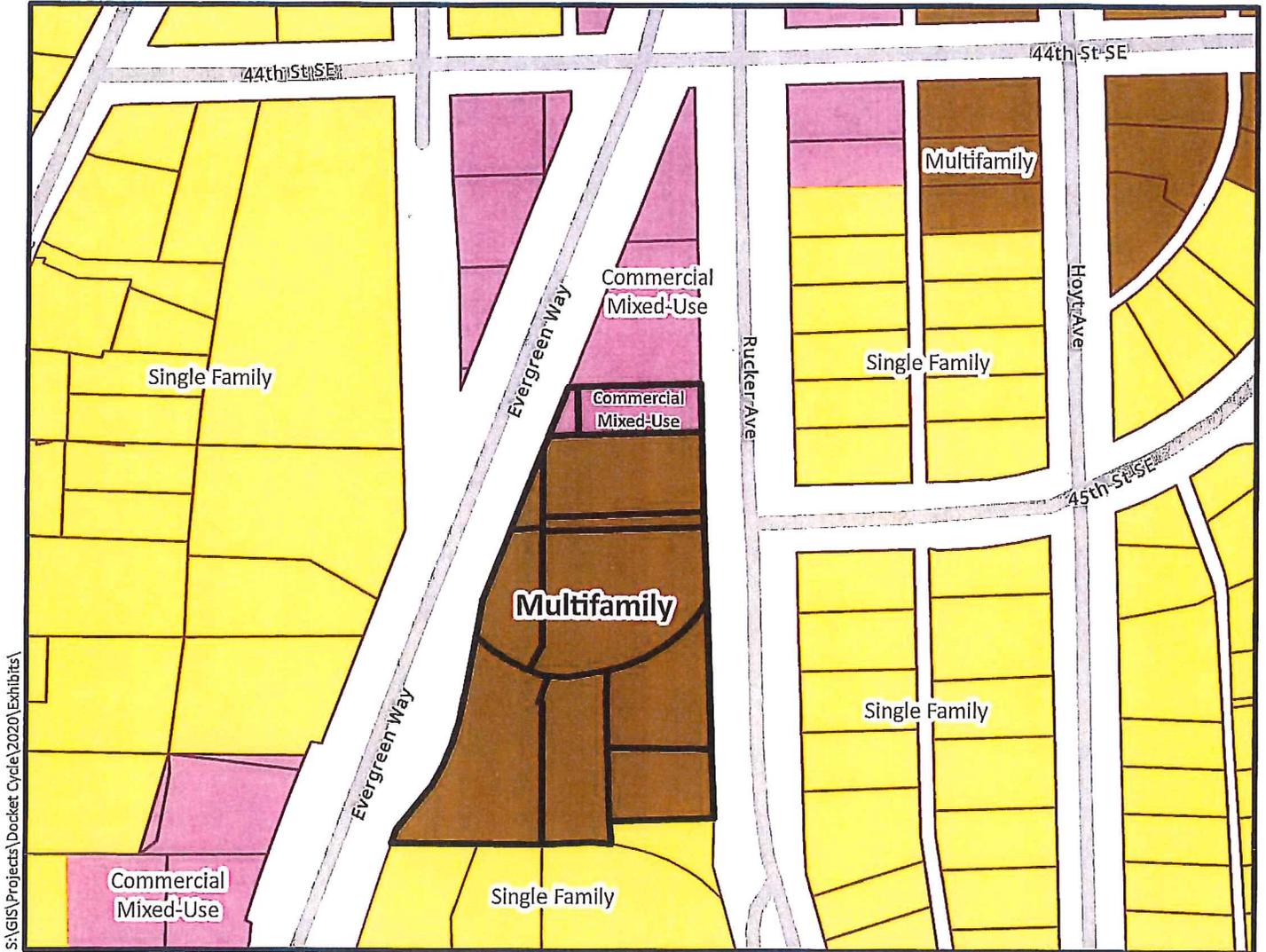
Against: None

Absent: None

Abstain: Commissioner Holland

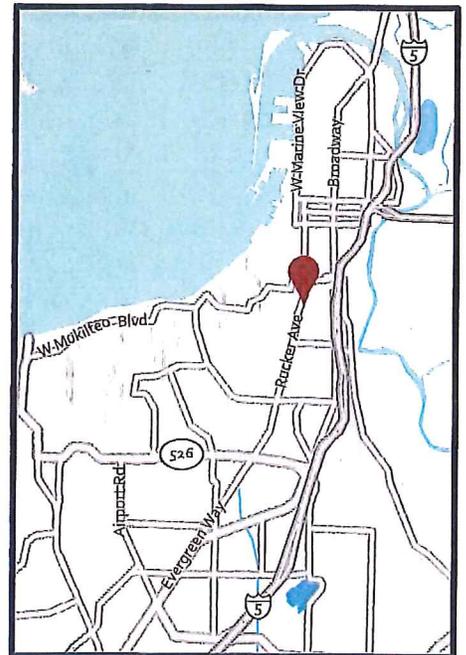
Hope Covenant Church and Schmidt Parcels Comprehensive Plan Amendment

Exhibit 1



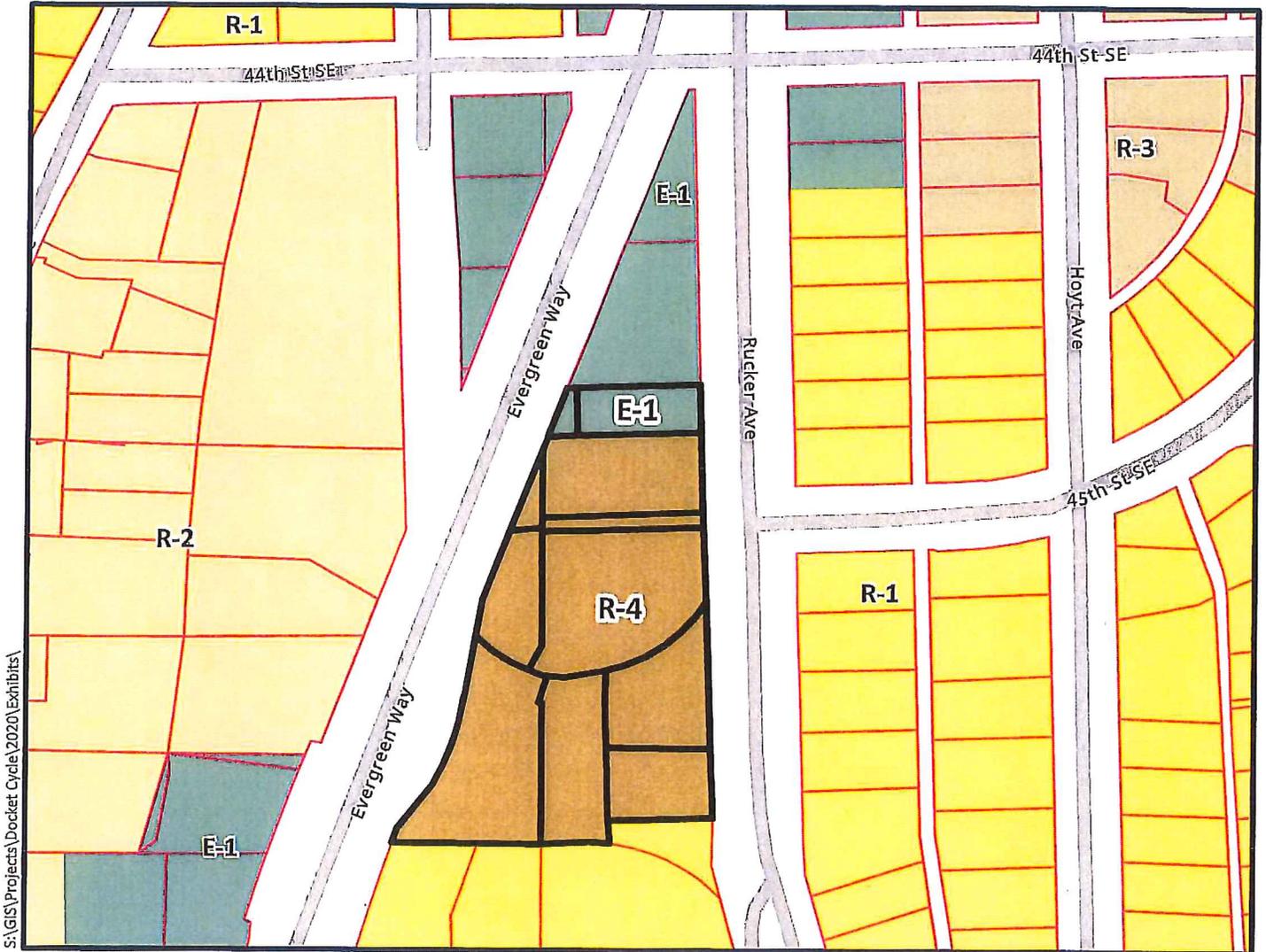
S:\GIS\Projects\Docket Cycle\2020\Exhibits\

-  From: Single Family
To: Commercial Mixed — Use
-  From: Single Family
To: Multifamily

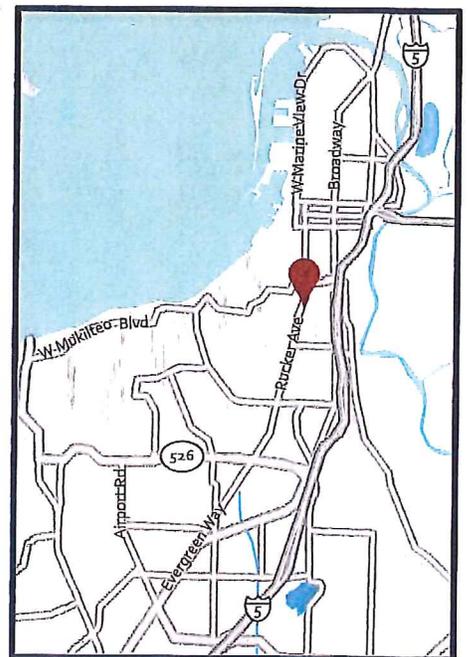


Hope Covenant Church and Schmidt Parcels
Zoning Amendment

Exhibit 2



-  From: R-1 — Single Family Detached Low Density
To: E-1 — Evergreen Way
-  From: R-1 — Single Family Detached Low Density
To: R-4 — Multiple Family High Density



**Planning Commission
MS Team Virtual Meeting
Meeting Minutes
June 16, 2020**

Approved: *K m d*



Chair Adam Yanasak called the meeting to order. Commissioners in attendance: Christine Lavra, Chris Holland, Greg Tisdell, Kathryn Beck, Michael Zelinski, Carly McGinn, Alex Lark, and Michael Finch.

Commissioners Absent: None

Staff Present: Allan Giffen, David Stalheim, Karen Stewart, David Tyler, Steve Ingalsbe and Kathy Davis

Meeting Minutes

Motion: Commissioner Zelinski made a motion to approve the June 2, 2020 meeting minutes. Commissioner Beck seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, no response; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Commissioner Comments

Commissioner Lark was participating in the meeting from Korea.

Staff Comments

David Stalheim, Long Range Planning Manager, presented information on the Planning Commission meetings scheduled through August. Mr. Stalheim also had a presentation in appreciation of Allan Giffen's years of service.

Item 1: Hope Covenant Church

Karen Stewart, Environmental Planner, presented information on the Hope Covenant Church/Schmidt property request for a comprehensive plan map and rezone change.

Public Hearing

Brian Kalab, Insight Engineering, stated that the staff report was well prepared and did address why the proposed request was a good fit for the area. He asked Commission if they had any questions.

Commission Discussion

Commissioner Finch asked why the single-family parcels were included in the rezone request. Mr. Kalab responded that the addition of those properties to the church property created a more developable parcel for multiple family development. Commissioner Finch asked if the property owner at 4524 Rucker Avenue was contacted. Mr. Kalab responded that parcel was already zoned commercial, and the

property owner was aware of the application. Commissioner Finch stated that 45th Street SE bisects Hope Covenant Church and asked if the Church owned the right of way. Mr. Kalab responded that street area was vacated.

Commissioner Lark asked about affordable housing. Mr. Kalab responded that it was a little early in the process. The intent was to create a developable site for multiple family development.

Commissioner Holland asked about the single-family parcel that wasn't included as part of the application and if the property owner was notified. Ms. Stewart responded the property owner was notified and wasn't interested in the rezone proposal.

Citizen Comments

Ian Windham, 1308 Maryland Ave, concerned about property lines indicated on the map where the Maple trees were shown on the slope. He was also concerned about possible heights blocking his view.

Linda Erickson, 1503 45th Street SE, was opposed to the project due to increased traffic in the area if the site is redeveloped as multiple family. She had emailed her comments to the City.

Tina Hokanson, 325 S Cabot, was concerned about traffic congestion if property developed as multiple family.

Motion: Commissioner Holland made a motion to close the public hearing. Commissioner Finch seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, no response; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Commission Discussion

Commissioner Holland asked why the properties were combined in one application. He added that he would not vote on the matter because he was friends with Schmidt property owners. Mr. Stalheim stated that the Schmidt family had contacted the City one or two years earlier about rezoning their properties to commercial. Recalling that, Mr. Stalheim asked Hope Covenant Church to speak to the Schmidt's regarding their earlier request. He added that there was nothing in the City's regulations that preclude the property owners from combining their application.

Commissioner Holland stated that he was concerned about traffic impacts from more multiple family developments constructed along Evergreen Way, solar access for the properties across Rucker to the east, view protection, and that the remaining downslope parcel wasn't included in the request.

Commissioner Lark stated that future development of that site would be located on a high capacity road and that the developer would mitigate any traffic concerns. She encouraged future developers to engage early with the neighborhood to make sure that the development compliments and adds value to the area.

Commissioner Beck was concerned about area traffic and had some reservations about future development of the site. Mr. Stalheim responded that there was a traffic generation analysis done by Gibson Traffic Consultants included in the staff report.

Commissioner Finch stated that he was concerned about Findings 5 and 7 on page 2 of the resolution. He would like the language in the resolution amended since there was no project specific request.

Commissioner Zelinski asked if the rezone was approved, would Planning Commission or the neighborhood be able to provide input on the site-specific proposal.

Staff Comments

Ms. Stewart stated that the parcel boundaries drawn included the sloped area where the Maple trees were located; however, not all of that area was developable and would require a setback buffer. She added that the review process for a multiple family development would also require a public notice with a public comment period. The City would encourage the developer to meet with the neighborhood on the specific project proposal, and the traffic impacts would be reviewed by the City's Traffic Engineers.

Commission Discussion

Commissioner Holland would like the traffic consultants to also measure the a.m. peak hour trips. Commissioner Holland agreed with Commissioner Finch that it was hard to determine traffic impacts without a specific development proposal. Commissioner Beck was also concerned about significant amounts of traffic in the area.

Chair Yanasak asked about the height regulations. Ms. Stewart responded that the City does have height regulations that provide for lower heights from the adjacent residential area. Mr. Stalheim referred to the Hope Covenant church massing diagram to explain what the current code would allow in terms of heights and setback provisions from the adjacent neighborhood.

Chair Yanasak asked if staff were aware of any project being denied because the traffic study didn't adequately address the traffic impacts. Mr. Stalheim responded if a study doesn't meet the engineering or concurrency requirements through mitigation, developers will decrease the number of units so the traffic generated will change, or make improvements to intersections, turning movements, lights, or whatever else to meet the City's requirements.

Commissioner Finch asked about Findings 5, 6, and 7 in the Resolution. Ms. Stewart responded that the findings are standard language for non-project actions. Commissioner Finch asked if the rezone could

be amended into two separate actions. Mr. Giffen responded the Commission has the discretion to make amendments to the Resolution.

Motion: Commissioner Zelinski made a motion to approve Planning Commission Resolution 20-01 with the removal of Finding 5 on page 2 from the Resolution. Commissioner McGinn seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, no; Commissioner Tisdell, no; Commissioner Holland, abstain; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Item 2: Evergreen Recovery Center

Karen Stewart, Environmental Planner, presented information on the Evergreen Recovery Center request for a comprehensive plan map and rezone change.

Commission Discussion

Commissioner Lark asked about the applicant's public outreach. Linda Grant, Evergreen Recovery Center CEO, stated that they notified the neighborhood and were invited to the neighborhood meeting; however, the meeting was cancelled due to COVID. She also met with the County Councilman for that district. Commissioner Lark asked if the community would be considered in the design of the facility. Ms. Grant responded that they would and have designed the center to be compatible with the neighborhood. They have a great relationship with the neighborhood.

Citizen Comments

Tina Hokanson stated that the proposal sounds like a great project.

Susan Secor, E. Grand Avenue, stated that the rezone request would provide for a development agreement that hasn't been formed. She was concerned with the wording used by the applicant which said: "The uses are limited to things we expect with this project, including but not limited to. . ." She felt that the wording leaves the door open for any use allowed in the C-1 zone.

Commission Discussion

Commissioner Finch asked about the percentage of clients from Everett as opposed to broader Snohomish County. Ms. Grant responded 50-60% are Everett residents.

Commissioner Lavra stated that the site was well maintained and a reasonable project for the area.

Commissioner Lark asked about funding and/or grant restrictions. Ms. Grant responded most of their clients are funded out of the Medicaid healthcare plan, and they also contract with other health care plans for the northwest region.

Commissioner Finch stated that the facility was a local and regional facility and was a service to the region not just the Everett Community as noted in Finding #6. He stated that Everett has taken on a large portion of county services in meeting regional demands.

Motion: Commissioner Holland made a motion to close the public hearing. Commissioner Beck seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, yes; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Motion: Commissioner Beck made a motion to recommend approval of Resolution 20-02 recommending the City Council amend the Comprehensive Plan Land Use Designation and Zoning at 2601/2604/2606/2612/2614 Summit Avenue as part of the Annual Docket for 2020. Commissioner Holland seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, yes; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Item 3: Floodplain Prevention Ordinance

Steve Ingalsbe, Land Use Manager, presented information regarding lot standards and building placement standards in residential and non-residential zones.

Commission Discussion

None

Citizen Comments

None

Motion: Commissioner Holland made a motion to close the public hearing. Commissioner Lavra seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, no response; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Motion: Commissioner Lavra with one edit to the numbering. Commissioner Zelinski seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, yes; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Agenda 4: Rethink Zoning

Chapter 33

David Tyler, Planner, presented information on the legislative background, the chapter reorganization, and proposed key changes to the current procedures.

Commission Discussion

Commissioner Lark stated that the current sidewalks along Evergreen way are not pedestrian friendly and he supported the addition of planting areas separating pedestrians and vehicles. Commissioner Lark asked if the new street designations would require parking lots behind buildings, so businesses front on the streetscape. Mr. Tyler responded that parking lot placement was addressed in Chapter 34. There were also pedestrian connection requirements to access sidewalks as well as transit stops.

Commissioner Finch referred to table 33-1 and asked if the City had received any comments from the development community regarding the TOD and pedestrian street improvements that may increase construction costs. Mr. Tyler responded he hadn't received any direct feedback. He added that many of the standards are based on the existing Metro Everett standards. Mr. Stalheim stated that the regulations also allow for higher densities in the pedestrian and TOD areas in comparison to other areas.

Motion: Commissioner Holland made a motion to extend the Planning Commission meeting another 30 minutes. Commissioner Zelinski seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, yes; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Chapter 17, Airport-Port-Navy Compatibility

David Stalheim, Long Range Planning Manager, presented the project website and reviewed the Chapter 17 summary with Commission.

Commission Discussion

Commissioner Lark mentioned concerns about public outreach to traditionally marginalized and disenfranchised communities who have been locked out of housing and access to housing. In response to the 2024 timeline for addressing housing, he felt that was too long to wait. Equitable growth is essential sooner.

Citizen Comments

Laura Gurley, Port of Everett, submitted comment in February and have also sent in new comments on the most recent draft which wasn't posed on the website yet.

Casey Glynis, Naval Station Everett, thanked staff for collaboration and looking forward to continued discussions. Captain Davis submitted a support letter.

Tina Hokanson thanked David for his work on the web and his responsiveness. Interested in improvements proposed along Evergreen Way.

Allan Giffen thanked Commissioners and acknowledged the work of Planning Commission. Commissioner Zelinski thanked Allan and Dave for all their hard work.

ADJOURNED 9:29 PM

David Stalheim

Planning Commission Secretary

July 7, 2020

Date

Katherine Davis

Administrative Assistant

July 7, 2020

Date



STAFF REPORT

Agenda Subject: Comprehensive Plan/Rezone Map Amendments for 4426/4502/4516 Rucker Avenue	Report Date: 3/27/2020
Project #: REVV 20-001 & REZ 20-001	Plng Commission Public Hearing: 6/16/2020
Applicant/Owner: Hope Covenant Church/Schmidt Investment Group, LLC	
Staff Contact: Karen Stewart, Environmental Planner	
Attachments: Comprehensive plan and rezone narrative and maps, traffic study, visual analysis; Draft Planning Commission Resolution	
Staff Recommendation: Approve the requested Comprehensive Plan Map amendments from Single Family to Multifamily (Hope Covenant Church-owned parcels) and Commercial Mixed-Use (Schmidt-owned parcels). Approve a zoning amendment to E-1 for the two Schmidt Investment Group parcels and R-4 Multiple Family High-Density for the remaining parcels comprising this proposal.	

PROPOSAL

REQUEST:	Amend the Comprehensive Plan Land Use Map from <i>Single Family to Multifamily</i> , and the zoning designation from <i>R-1 Single Family Low Density to R-5 Core Residential</i> for the Hope Covenant Church site. The adjacent Schmidt parcels are proposed to amend the Comprehensive Plan Land Use Map from <i>Single Family to Commercial Mixed-Use</i> and the zoning designation from <i>R-1 Single Family Low Density to E-1 Evergreen Way</i> .
LOCATION:	Approx. 2.46 acres located at 4426, 4502, 4516 Rucker Avenue
EXISTING USE:	Church and parking lot, as well as two single family homes
POTENTIAL USE: (not part of this proposal)	No specific plans have been submitted at this time, but the proposed zoning change would allow greater density for future multifamily development and expansion of the existing business north of the site. The applicant has submitted a traffic analysis projecting a potential 150-unit multifamily mid-rise development and a visual impact analysis of stepped heights. Additional reviews, including public hearings, will be required prior to any future development. Traffic impacts on Rucker Avenue and compatibility with existing single

	family homes to the east will be evaluated based on a site specific design and code requirements at the time of a vested application.
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ANNUAL DOCKET

PROCESS:	<p><u>Comprehensive Plan Docket:</u> The Growth Management Act (GMA) limits amendment of the comprehensive plan, often referred to as the “docket”, to no more frequently than once every year. (RCW 36.70A.130(2)(a))</p> <p>This application was included in the 2020 annual docket with a complete application filed by January 13, 2020.</p> <p>The GMA requires development regulations be consistent with the comprehensive plan. Accordingly, the request to amend the zoning map is considered concurrently with the request to amend the comprehensive plan land use map in order to meet the internal consistency requirements.</p>
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PUBLIC COMMENT

PUBLIC/AGENCY NOTICE:	<p><u>GMA Notice:</u> The city provided 60-day notice to the Washington State Department of Commerce regarding the proposed comprehensive plan amendment and rezone. Commerce acknowledged receipt of that letter on February 24, 2020.</p> <p><u>Agency/City Department Review:</u> The city provided the application to other city departments and agencies and requested comments on these proposed amendments. No comments were received.</p> <p><u>Notice of Public Hearing and SEPA Determination:</u> On February 19, 2020, the city issued notice of a public hearing on the proposed comprehensive plan amendment and rezone, as well as notice of a Determination of Nonsignificance for the environmental review. The notice was mailed to property owners within 500 feet, SEPA and comprehensive plan interested parties, Glacier View neighborhood leader. The notice was published in the official city newspaper (The Everett Herald) on February 19. In addition, the site was posted for 15 days prior to the originally scheduled public hearing (April 7th). The Planning Commission rescheduled the public hearing due to public meeting restrictions during the coronavirus pandemic.</p>
COMMENTS RECEIVED:	None to date.

REVIEW CRITERIA

<p>SOURCES:</p>	<p>Comprehensive Plan Land Use Map Amendment: GMA Goals (RCW 36.70A.020); Everett Comprehensive Plan Land Use Element, D. Land Use Designations-Locational Criteria (pgs. 23-24), Multiple Family High Density and Commercial Mixed-Use; Chapter 1, Intro., Section VII.H; Housing Element; Evergreen Way Revitalization Subarea Plan, 2012.</p> <p>Zoning Map Amendment: EMC 19.41.160(D); EMC 19.01.050 Purpose and application of zone districts; 19.31B.010 Evergreen Way and MUO Zones.</p>
<p>CONSISTENCY WITH ADOPTED POLICIES AND CODES:</p>	<p>Comprehensive Plan Map Amendment Analysis: The process to amend the comprehensive plan map states that the burden of proof is upon the proponent to demonstrate the long-term benefit to the community as a whole. Applicable GMA goals (RCW 36.70A.020) that this proposed amendment would help achieve include:</p> <ul style="list-style-type: none"> Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development. Encourage the availability of affordable housing to all economic segments of the population, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock. <p>The comprehensive plan describes how commercial arterial corridors, such as Evergreen Way, will be the focus of transit compatible commercial and high density residential development. (pg. 7) The following factors shall be considered in reviewing such amendment requests.</p> <ol style="list-style-type: none"> 1. The proposed land use designation must be supported by or consistent with the existing policies of the various elements of the comprehensive plan. <p><u>Response:</u> This proposal is consistent with the following policies:</p> <ul style="list-style-type: none"> • Housing growth in Everett will be principally in the form of multiple family dwellings in redevelopment areas...g.) Evergreen Way and i.) Transit corridors (pg. 6 Intro. II B 7)

	<ul style="list-style-type: none">• Arterial streets traditionally zoned or used for commercial activities will be the focus of redevelopment with a greater emphasis on residential uses mixed with commercial development. (pg. 7 Intro. II B 14)• Assure a wide range of housing opportunities (LU 2.1.1)• Promote increased densities and infill housing types (LU 2.1.2)• Consider changes... to provide a wide range of housing types (H 4.1.1)• Promote housing alternatives to large lot single family detached dwelling (H 4.1.2) <p>2. Have circumstances related to the subject property and the area in which it is located changed sufficiently since the adoption of the Land Use Element to justify a change to the land use designation?</p> <p><u>Response:</u> More housing is needed for the City's growing population and multiple family dwellings are now supported in areas like this that are served by bus rapid transit (Swift and Everett Transit) along Evergreen Way. The closest Everett Transit stop is at 43rd St and the closest Swift stop is at 41st St. (Pg. 7 Intro. II B 16). The property owner no longer wants to utilize the existing church facility and is interested in selling the property for its highest and best use. Multifamily could be considered the best use for this property. The extension of Commercial Mixed-Use for the two northern most parcels is appropriate since the area is supported by public facilities and services, including transit and the transportation system is capable of handling traffic impacts. Because of the adjacent commercial use by the same owner to the north, the small amount of land proposed to be added would be considered market driven and not purely speculative.</p> <p>3. Are the assumptions upon which the land use designation of the subject property is based erroneous, or is new information available which was not considered at the time the Land Use Element was adopted, that justify a change to the land use designation?</p> <p><u>Response:</u> There are new, much higher projections from the Puget Sound Regional Council for more residents and jobs in Everett. More housing is needed for the City's growing population and multiple family dwellings are now supported in areas like this that are served by bus rapid transit (Swift and Everett Transit) along Evergreen Way. Future light rail as part of ST3 has also been approved.</p> <p>4. Does the proposed land use designation promote a more desirable land use pattern for the community as a whole?</p>
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	<p><u>Response:</u> The proposed designations of Commercial Mixed-Use and Multiple Family High-Density would promote more density along Evergreen Way and are consistent with designations in the vicinity. This is consistent with the Evergreen Way Subarea Plan.</p> <p>5. Should the proposed land use designation be applied to other properties in the vicinity? The reasons for changing the land use designation of a single site as requested does not constitute a grant of special privilege to the proponent or a single owner of property.</p> <p><u>Response:</u> Rucker Avenue is a logical boundary separating Multifamily from Single Family at this time. The steep ravine to the south and steep slope to the west form a natural divide separating these proposed higher density uses from the existing single family neighborhood. The proposed land use designations will help implement the planned densification of this portion of Evergreen Way.</p> <p>6. What impacts would the proposed change of land use designation have on the current use of other properties in the vicinity, and what measures should be taken to assure compatibility with the uses of other properties in the vicinity?</p> <p><u>Response:</u> As single family uses in this general area are redeveloped, it will be important to utilize development standards, including setbacks, building heights, off-street parking to help mitigate potential adverse impacts on the neighborhood.</p> <p>7. Would the change of the land use designation sought by the proponent create pressure to change the land use designation of other properties in the vicinity? Would the change of land use designation be in the best long-term interests of the community in general?</p> <p><u>Response:</u> More housing is needed for the City's growing population and multiple family dwellings are now supported in areas like this that are served by bus rapid transit (Swift and Everett Transit) along Evergreen Way.</p> <p>Zoning Map Amendment Analysis: Site-Specific Rezone Criteria. (EMC 19.41.160) The review authority may approve an application for a site-specific rezone if:</p> <ol style="list-style-type: none">a. The proposed rezone is consistent with the comprehensive plan; and
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	<p>b. The proposed rezone bears a substantial relation to public health, safety or welfare; and the proposed rezone promotes the best long-term interests of the Everett community; and</p> <p>c. The proposed rezone mitigates any adverse impact(s) upon existing or anticipated land uses in the immediate vicinity of the subject property.</p> <p>The primary purpose of the core residential zone (R-5 Core Residential) is to provide high density residential opportunities in close proximity to the downtown core. The existing church property is not within the core residential area so is not eligible for this zone. The R-4 Multiple Family High-Density zone would be a more appropriate zoning designation for this site. There are other areas in the near vicinity that are currently zoned R-4 to allow multifamily development. There is no R-5 zoning in the vicinity as that zone is focused around the downtown core.</p> <p>The current zone Single Family Low Density (R-1) allows a house on a 6,000 square foot lot. A church is allowed in the R-1 zone as a Special Property Use. The proposed R-5 zone has no maximum density and the R-4 zone allows 1 dwelling unit per 750 square feet up to 58 dwelling units per acre. (EMC 19.15.020)</p> <p>The purpose of the E-1 Evergreen Way zone is to support pedestrian-friendly and transit-oriented development to encourage resident's use of public transit and nonmotorized travel modes in the city. Design standards are established for residential and commercial redevelopment to improve the public safety and aesthetic character of Evergreen Way.</p>
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RECOMMENDED ACTION/MOTION:

<p>Planning staff recommends the Planning Commission forward a recommendation to the City Council as follows:</p> <p>Approve the Comprehensive Plan Map amendments to Commercial Mixed-Use for the Schmidt Investment Group parcels and Multifamily for the remaining parcels comprising this proposal (see Exhibit 1). Approve a zoning amendment to E-1 for the two Schmidt Investment Group parcels and R-4 Multiple Family High-Density for the remaining parcels comprising this proposal (see Exhibit 2).</p> <p>A draft resolution with findings and conclusions supporting this recommendation is attached for the Planning Commission's consideration.</p>



COMPREHENSIVE PLAN AND REZONE APPLICATION

(Attach additional pages if needed)

Name of Applicant Hope Covenant Church

Address 4502 Rucker Ave

City Everett State WA Zip Code 98203

Phone _____ Alt ph _____

Email _____

Primary Contact (if other than applicant) Insight Engineering Co. / Brian Kalab P.E.

Address P.O. Box 1478

City Everett State WA Zip Code 98206

Phone 425-303-9363 Alt ph _____

Email brian@insightengineering.net

Property Owner(s) Hope Covenant Church/ Schmidt Investment Group, LLC

Address 4502 Rucker Ave/ 4418 Rucker Ave, Ste. A City Everett State WA Zip Code 98203

Property Address or Location 4426, 4502, and 4516 Rucker Ave, Everett, WA 98203

Tax Parcel No(s) 00407800603100, 00407800601300, 00407800601500, 00605501900500, 00605501900600, 00605502000000, 00407800700100, 00407800700500, and 00407800700202 _____

Area of Property (acres/sq ft) 2.46 acres

Legal Description (attach for rezone purposes) see attached

Brief Description of Project Redesignate site from Single Family Residential to Multifamily Residential and rezone from R1 to R5. For the Schmidt parcels, redesignate from Single Family to Commercial Mixed Use and rezone from R1 to E1.

• **Authorization:** I am the owner or am authorized by the owner to sign and submit this application. I grant permission for City staff and agents to enter onto the subject property for the sole purpose of making any inspections of the property which are necessary to process this application. I certify under penalty of perjury of the laws of the State of Washington that the information on this application and all information submitted herewith is true, complete, and correct.

Signature *Brian Kalab* Date 1-13-2020

Please print name Brian Kalab PE Owner Applicant Primary Contact

City and State where this application is signed Everett, Washington
City State

FOR OFFICIAL USE ONLY

FILE # REVV20-001/REZ20-001/SEPA20-003

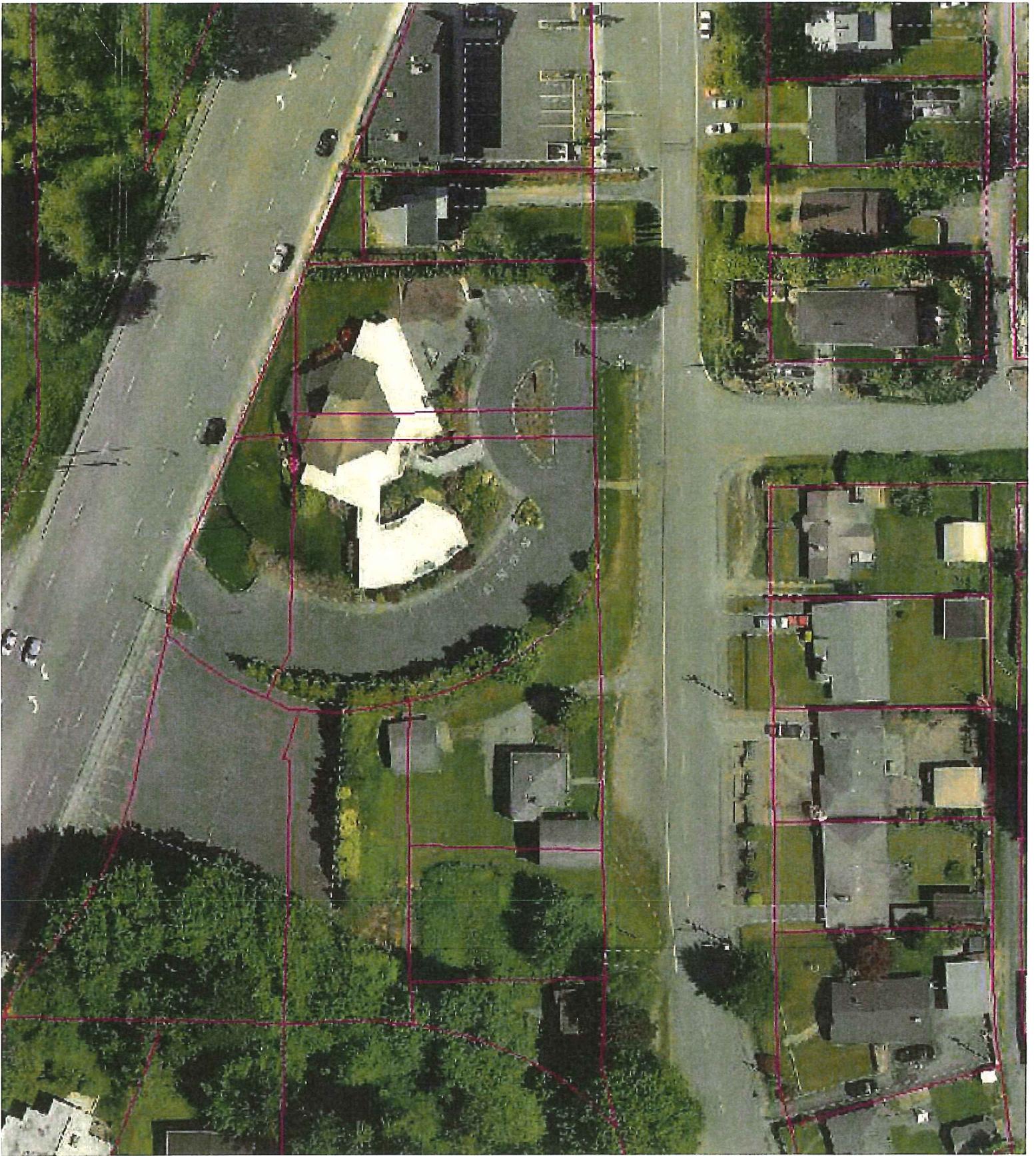
FEE \$ 8,446.82

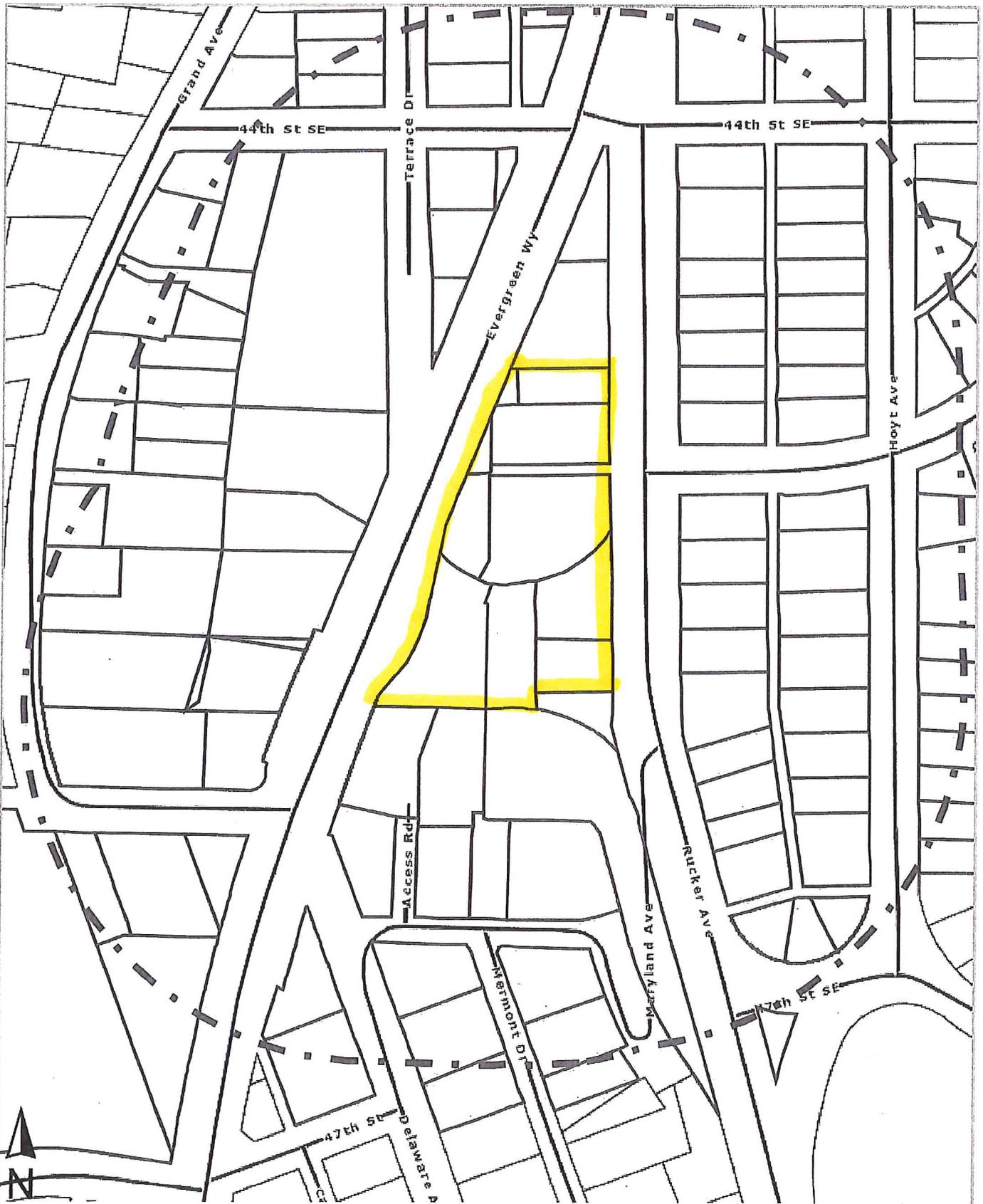
RECEIPT # 208503

RECEIVED

JAN 13 2020

**CITY OF EVERETT
PLANNING DEPT**





Chicago Title

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Legal Description

PARCEL A:

LOT 6, BLOCK 19, VICTORIA HEIGHTS ADDITION AND ALL OF BLOCK 20, VICTORY HEIGHTS ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 44, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THAT PORTION LYING WITHIN STATE ROAD NO. 1;

ALSO LOT 1 IN BLOCK 7 AND LOTS 18 THROUGH 27, INCLUSIVE, IN BLOCK 6, CENTRAL PARK ADDITION TO EVERETT, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 53, RECORDS OF SNOHOMISH COUNTY WASHINGTON;

ALSO THAT PORTION OF VACATED OREGON STREET ADJACENT TO BLOCK 20 IN VICTORY HEIGHTS ADDITION AND ADJACENT TO LOT 1, BLOCK 7, CENTRAL PARK ADDITION TO EVERETT, SNOHOMISH COUNTY, WASHINGTON;

ALSO THAT PORTION OF VACATED TERRACE DRIVE AS WOULD ATTACH TO SAID PREMISES BY OPERATION OF LAW.

PARCEL B:

LOT 5, BLOCK 19, VICTORY HEIGHTS ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 44, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THAT PORTION LYING WITHIN STATE ROAD NO. 1.

PARCEL C:

LOT 15 AND 16, BLOCK 6, LESS THAT PORTION LYING WITHIN STATE ROAD NO. 1, AND LOTS 17, 28, 29, AND 30, BLOCK 6, ALL IN CENTRAL PARK ADDITION TO EVERETT SNOHOMISH COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS,

PAGE 53, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL D:

LOTS 2 THROUGH 6, INCLUSIVE, BLOCK 7, CENTRAL PARK ADDITION TO EVERETT, SNOHOMISH COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 53, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

TOGETHER WITH THE ALLEY IN BLOCK 7 VACATED BY THE CITY OF EVERETT ORDINANCE NO. 2906 LYING NORTH OF OREGON PLACE;

ALSO TOGETHER WITH THE SOUTH HALF OF TERRACE DRIVE VACATED BY CITY OF EVERETT ORDINANCE NO. 203-72 ADJOINING.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Hope Covenant Church

Comprehensive Plan Amendment and Rezone Narrative

Hope Covenant Church and Schmidt Investment Group LLC. are requesting a comprehensive plan amendment to their combined parcels in the 4500 block of Rucker Ave. The amendment will be from Single Family to Multifamily with a concurrent rezone is from R-1 Single-Family Residential to R-5, high density multifamily residential for the Hope Covenant Church parcels. And from Single Family to Mixed Use with a concurrent rezone is from R-1 Single-Family Residential to E-1, Mixed use for the Schmidt Investment Group parcels.

The purpose for the request is converting the existing residential lots to higher density residential zoning for the church-owned parcels and mixed-use commercial for the northern parcels owned by Schmidt. No specific plans are proposed at this time, but an apartment building, potentially with some mixed commercial use on the first floor, is primarily what is envisioned for the south. An expansion of the existing dental business to the north is envisioned for the northern single-family house, as they are owned by owners.

The site is currently occupied by a church and its accessory parking areas, as well as a single-family home and its garage. It is poorly suited to residential use as the site, for the most part, takes direct access from and fronts Evergreen Way. This is a “through” lot, with road frontages on opposite sides, which further makes single family residential development less pleasant than it otherwise would be. Other properties similarly situated in the vicinity, especially to the north and south, are developed with commercial uses. The more logical use for the site would be as a transition between commercial uses and the heavy traffic of Evergreen and the established single-family neighborhood on the interior and to the southeast. Multifamily residential is a good way of doing this, as it is frequently taken to be a transition use between higher intensity uses and traffic and lower intensity uses and traffic. For the northern site parcels owned by Schmidt, any expansion of Commercial designation should be seen as an expansion of the uses in the existing dental building.

The Glacier View portion of Evergreen Way has changed dramatically since the 1994 comprehensive plan was crafted, and this fact has been recognized by the introduction of the E1 zone on almost all parcels that front it to the north and south of this parcel in 2012. In 2009, the Swift (Blue) BRT bus line was introduced, giving the area a new interest in transit-oriented development and mixed uses, which led to the existence of the E1 and MUO overlays along Evergreen. Numerous large, modern stores, clinics, offices and institutional structures populate the area, including the 2008 built structure two parcels to the north. There are several reasons that these parcels should be considered for the Multifamily residential zone. Unlike several other single-family residential zoned parcels that border the site and are across the street, this site takes access from Evergreen and also has a parking area directly adjacent to the road. Unlike the other

parcels, the access and lot have been heavily engineered to practically eliminate any critical areas that were previously onsite. As a result of this, the church functions much more like a higher intensity use than like a single-family residential site.

To the north of the site is a single-family home, which wishes to be included in this request, and two commercial buildings. To the east of the site is an established single family residential neighborhood which takes access from the north and east. To the south is a steep slope beneath an established single-family neighborhood. These limiting features represent logical boundaries for the requested designation; the 2008 office building; the highway; the self-contained neighborhood. No future expansion of this designation beyond the instant request is therefore likely, appropriate, or, in the case of the south slope, possible.

Compliance with the comprehensive plan policies is demonstrated below. For ease in reading, we have cited the comprehensive plan language, and address the criteria as they are presented in the comprehensive plan:

H. Amending the Land Use Map

The City is asked much more frequently to amend the designations of the Land Use Map than the policies embodied in the text. This is usually the result of an individual who wishes to rezone land to allow uses not permitted by the existing zoning of the property. Such requests are sometimes based upon a specific proposed use and development for a property, and sometimes are speculative for purposes of increasing the value of the land without a use or development plan proposed. In either case, the Planning Commission and City Council must carefully evaluate requests to amend the Land Use Map to determine the long-term benefit to the community as a whole. Whether initiated by the City or a private party, the burden of proof is upon the proponent to demonstrate the long-term benefit to the community as a whole. The following factors shall be considered in reviewing such amendment requests.

1. The proposed land use designation must be supported by or consistent with the existing policies of the various elements of the comprehensive plan.

Under III, Everett's Land Use Concept, Section A, number 3 reads: High density mixed-use redevelopment will be encouraged in the Metro Everett area including downtown and the Everett Station area, arterial corridors, near light rail stations, and in parts of the Core Residential Area. Section A, number 5 reads: The arterial corridors that will experience significant redevelopment with mixed uses include Broadway, Evergreen Way, Everett Mall Way, 19th Avenue SE, 112th Street, and the 128th/132nd Street corridor. Section D, Commercial Areas, reads: Commercial zoning will not be expanded, except in circumstances where minor adjustments of zoning boundaries will promote greater land use compatibility, enable a more efficient and integrated use of existing commercially zoned areas, correct irregular zoning boundaries, or to accommodate light rail stations. Everett's central business district will continue to be the focus of high-density mixed-use commercial and residential redevelopment. Commercial arterial corridors will also be the focus of transit compatible commercial and high density residential development. Section E, Mixed Use Transportation Corridors, reads: Transportation corridors

offer opportunities to reinforce a concentrated and efficient future development pattern. Within the Everett Planning Area, many of these corridors are comprised of a mix of land uses, which include commercial, office, services, institutional, and residential development. Transportation corridors are intended to provide medium to high intensity areas of mixed-use infill and redevelopment.

These sections of the plan are quoted because they clarify several things: One, that higher density residential and mixed use redevelopment is envisioned along arterial corridors; two, that Evergreen Way is one of those arterial corridors that is expected to experience that kind of redevelopment; three, that mixed use transportation corridors are appropriate places to develop with that kind of infill and redevelopment; and four, that commercial arterial corridors will be a focus area for transit-compatible commercial, residential, and mixed-use development. As such, the parcels presented for this comprehensive plan amendment are in the right area and this proposal is consistent with the goal of placing higher density residential uses here, given that they front and even have an established access to Evergreen Way. As the corridor zone is a residential zone according to the zoning plan, so most of criteria D is not applicable. The plan discusses the need to maintain compatibility with existing residential neighborhoods. The northern parcels wish to be redesignated to Commercial Mixed Use and E1 in order to continue the uses the owners already have to the north.

Residential Land Use Policy 2.1.3: Strongly discourage the conversion of residential areas to nonresidential uses. Discourage the encroachment of commercial uses into residential zones, except in the following circumstances: (a) consider allowing a very limited amount of small scale, compatible neighborhood retail uses within walking distance of all homes in a neighborhood (b) a limited amount of small scale office or retail uses in mixed use buildings in multiple family zones (c) home occupations as a subordinate and clearly accessory use to the permitted residential use, as regulated by the zoning code.

Based on the foregoing citation, this proposal is compliant, as the rezone for the church properties sought is to multifamily residential rather than commercial. While it changes the density of the site, it does not change the residential nature and as such does not represent a conversion of residential to commercial. Even insofar as commercial could be pursued, it would fully fall under part b of the above policy. Whatever commercial uses could be permitted would be on the first floor only and no more than one half of that floor's gfa, as outlined in the zoning code. The proposed site plan is subject to review by the City to ensure that it will meet the requirements of the comprehensive plan, particularly as the zoning code has embodied the comprehensive plans goals and policies. This draft site plan is intended demonstrate that the proposal will provide landscape buffering for adjacent residential uses; will provide a buffer to protect the existing steep slope feature lying south of the site; will provide storm detention as required by code; will provide safe access to the highway.

The Schmidt parcels wish to be redesignated commercial. However, any redesignation would firmly confirm to exception a given the small-scale nature of the site and addition.

Residential Land Use Policy 2.1.4 Promote high-density residential use in well designed, mixed-use commercial developments in and around the downtown, near transportation facilities, and other appropriate locations where a mix of uses will promote a more efficient use of land and support of transportation facilities, compatible with surrounding neighborhoods.

The subject redesignation and rezone would promote higher density residential use near transportation facilities (in the form of the 7) and be in a location where land could be more efficiently utilized. Being in its place with few arterial frontage and very few, if any, critical areas, this site is an excellent place for both a transition between an arterial street and a poor location for single-family development generally. Putting multifamily residential here would represent a better use of land than keeping it for single-family uses as it is now.

Commercial Policy 2.2.2 Discourage speculative rezoning and require, where necessary, proposed new commercial designations to be based upon a binding plan that integrates well with and improves the surrounding commercial area and adjoining neighborhoods.

The rezone to E1 for the northern Schmidt parcels is not speculative, as it is based on real business needs. They are willing to go into a binding plan in order to integrate their expansion better with the neighborhood.

2. Have circumstances related to the subject property and the area in which it is located changed sufficiently since the adoption of the Land Use Element to justify a change to the land use designation? If so, the circumstances that have changed should be described in detail to support findings that a different land use designation is appropriate.

The many changes to this area since the 1994 plan have already been discussed in the opening narrative. These changes, as detailed in the opening narrative, prompted the 2012 otherwise-blanket rezone which included lots to the north and south of the subject property. Changes continue to occur as Everett grows. The blanket rezone itself is such a change. Another is the development of the offices in close vicinity. When the initial rezones were considered, it was for commercial only, not for multifamily. However, as demonstrated earlier, this site is an extremely poor fit for single-family development. All of the above shows that this site would be far better suited to multi-family development than what it is currently designated for. The Schmidt parcels would be much better used as an extension of the other use in the commercial building to the north than as a single-family home.

3. Are the assumptions upon which the land use designation of the subject property is based erroneous, or is new information available which was not considered at the time the Land Use Element was adopted, that justify a change to the land use designation? If so, the erroneous assumptions or new information should be described in detail to enable the

Planning Commission and City Council to find that the land use designation should be changed.

The original comprehensive plan and the subsequent rezones were appropriate at the time. However, we believe that the 2012 blanket rezone, in focusing on commercially zoned properties, missed an opportunity to examine this parcel. Redevelopment of the corridor has been stated as a goal since at least that rezone, if not before. The church's parking lots (which have a direct access off of Evergreen Way) represent an inefficient use of land along a transit-oriented corridor. In addition to this major change of vision in the corridor, additional redevelopment along the Evergreen Corridor is warranted, as evidenced by the success of the building two parcels north. Furthermore, with its large parking lot and direct access from Evergreen, the church resembles a higher intensity use much more than it resembles any single-family residential use. While there are critical areas that make redevelopment infeasible on the land across from here on Evergreen Way, the previously heavily engineered nature of the site makes that not applicable. Furthermore, any existing critical area is not proposed to be modified for this. In the case of the residential parcels directly to the south, the only access is from residential streets, any connection to Evergreen is infeasible from an engineering standpoint, and critical areas are present. Those aspects are not applicable to the subject site, which means that many of the reasons to keep the area single-family do not seem to be justified vis a vis the actual nature of the current use. In fact, those facts, coupled with the high-intensity nature of Evergreen Way, make a very good case that this parcel is particularly ill-suited to single-family development. Given other policies of the comprehensive plan, we believe that multiple-family development would be a much more suitable use for this site.

4. Does the proposed land use designation promote a more desirable land use pattern for the community as a whole? If so, a detailed description of the qualities of the proposed land use designation that make the land use pattern for the community more desirable should be provided to enable the Planning Commission and City Council to find that the proposed land use designation is in the community's best interest.

The proposed change to multifamily, R5 zoning represents a land use pattern that better reflects the city's vision for Evergreen Way as a mixed-use, transit-focused corridor while not adding more land to commercial zones. R5 zoning would enable development that is better suited for uses that front a busy regional arterial road. As mentioned previously, the through-lot nature of the site alone would make for poor single family residential development. In addition, with Evergreen Way being a major arterial road, there are great amounts of noise and traffic that aren't present in several other places in the R1 zone. The noise and heavy traffic are suited to multifamily and mixed uses, not single family residential use. In providing a further buffer between the established single-family uses and Evergreen, we believe that this rezone and redesignation to multifamily and R5 strikes a balance between the vision for the corridor, the redevelopment desires of future users, and the comprehensive plan's directive to not redesignate more land Commercial.

5. Should the proposed land use designation be applied to other properties in the vicinity? If so, the reasons supporting the change of several properties should be described in detail. If not, the reasons for changing the land use designation of a single site, as requested by the proponent, should be provided in sufficient detail to enable the Planning Commission and City Council to find that approval as requested does not constitute a grant of special privilege to the proponent or a single owner of property.

Yes, and the neighboring parcels that were also interested in changing designation have been included in this application, although they wish to have E1 zoning and commercial designation. Please see the paragraphs on the single-family parcel to the north in the introduction narrative. To elaborate further, that parcel itself is an excellent demonstration of why the RI zone is such a poor fit for these parcels. The house that is currently on that parcel feels claustrophobic, being sandwiched between a conditional use and a different zone. On the side close to the current church, there is an extremely large hedge, and on the other, there is a wooden, opaque fence. These in combination create a lot that feels much narrower than it actually is, even though the lot's width meets zone standards. The house's age, location on the lot and architecture also suggest that it originally faced Evergreen, much like several businesses in converted homes further north on Evergreen. This creates an undesirable backyard. This all suggests that something similar would likely happen to any redevelopment of the church or its parking lot. All this in combination suggests that a more multifamily and even low-level mixed use could create a more open, less claustrophobic, more suitable feel that could create synergy with the businesses immediately to the north and contribute in a suitable way to the redevelopment of the Evergreen Way corridor.

6. What impacts would the proposed change of land use designation have on the current use of other properties in the vicinity, and what measures should be taken to assure compatibility with the uses of other properties in the vicinity?

The proposal should have minimal impact to the neighboring residential neighborhood. An additional provision of multifamily and small-scale mixed uses and commercial would only minimally make traffic inroads in the neighborhood, as there is more and better access from Evergreen. Only minor traffic impacts are likely from whatever development comes in. In addition, there is an existing access to Evergreen that could be utilized—for pedestrians and potentially other traffic. Landscape screening and fencing will be installed to protect the homes that are not included in this rezone. South of this area is a steep slope, and buffers will be provided to protect it. The traffic impact of a 150-unit apartment building has been included in this submittal. In addition, there are several design review means that could be applied. For example, a majority of any new building's frontage could be close or directly on Evergreen way, as seen with the office building from 2008 just north of the subject site. While the maximum height in the R5 zone is 80 feet, there is a catch in the code that states that anything over 45 feet must be at least 200 feet away from single-family zoning. This realistically limits 80 foot heights to a small portion of the site. This feature limits anything above 45 feet to a very tiny portion of

the site, which is impractical to build. Thus, most of the site is functionally limited to 45 feet. This is only 17 feet higher than the rest of the single-family zoning to the southeast. While the 80 foot portions might be noticeable, it would not have significant impacts to the light or views of other homes. A model of this has been included with the submittal.

7. Would the change of the land use designation sought by the proponent create pressure to change the land use designation of other properties in the vicinity? If so, would the change of land use designation for other properties be in the best long-term interests of the community in general?

As discussed above, there are logical limits to the expansion of the plan designation and zone proposed. The expansion of commercial designations and zones is limited to the northern parcels owned by Schmidt, and the multifamily portion is limited to the church-owned parcels. Expansion beyond this parcel is impossible in the case of the steep slope to the south and arterial road to the west; expansion into the cohesive, healthy and well-functioning single family neighborhood to the east is neither logical nor appropriate.

Rezone details:

- 1) This is a non-project rezone.*
- 2) We envision the project being a multifamily use, such as townhomes or apartments, or a mixed-use site, with small office, retail, or café uses on the bottom and residential on top. Parking needs, setbacks, and buffers alone would make the nature of these uses small. We envision a place to further obtain services that is connected to the existing commercial node, which puts more jobs and residents in close proximity to the transit lines on Evergreen Way. We envision a use that is an easy transition between the busy, arterial road on Evergreen Way and the quiet, residential homes on 45th between Rucker and Colby.*



Project title: Adopt Ordinance and Amend comprehensive plan land use designation map for Summit Avenue.

City Council Agenda Item Cover Sheet

Council Bill #

CB 2009-48

Agenda dates requested:

Sept. 9th 16th, 23rd

Briefing Sept 9

Proposed action 9.16.20

Consent

Action 9.23.20

Ordinance - X

Public hearing 9.16.20

X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

- 1. Draft Ordinance
- 2. PC Resolution
- 3. PC Mtg Minutes
- 4. Staff Report
- 5. Application

Department(s) involved:

Planning

Contact person:

David Stalheim

Phone number:

425-257-8736

Email:

dstalheim@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Adopt Ordinance and Amend comprehensive plan land use designation map for Summit Avenue.

Partner/Applicant: Evergreen Recovery Centers-Summit Campus

Location: 2601 and 2604-2626 Summit Avenue

Preceding action: Planning Commission public hearing, resolution to approve

Fund: N/A

Fiscal summary statement:

None

Project summary statement:

Consider a recommendation from the Planning Commission to amend the comprehensive plan land use designation map for the subject parcels from Single Family to Commercial Mixed-Use to facilitate expansion of the existing facility.

No specific plans have been submitted at this time, but the proposed zoning change would allow expansion of the existing facility as a 4 story building on the west subject properties (2604-2616 Summit Ave.) and a 2.5 story building on the east subject properties at 2601 Summit Avenue where the current facility exists.

The applicant also intends to submit a request to vacate the alley north of 3409 and 3417 Everett Avenue that abuts the west subject properties and the alley north of 3501 Everett Avenue that abuts the east subject properties. In addition, the applicant in the future plans to ask the City to vacate Summit Avenue and right-of-way that would divide the expanded facility.

Additional reviews, including opportunities for public comment will be required prior to any future development. Traffic impacts and compatibility with existing uses in the surrounding neighborhood will be evaluated based on a site-specific design and code requirements in effect at the time of application.

The Rethink Zoning proposal would eliminate the zoning requested. As such, this ordinance is limited to just the comprehensive plan designation changes. If approved, the planning director is instructed to bring back the equivalent zoning changes as part of Rethink Zoning unless the ordinance for Rethink Zoning is not considered by City Council by 11/18/20, then an ordinance to rezone should be submitted. (See Section 2 of the attached ordinance.)

Recommendation (exact action requested of Council):

Adopt ordinance amending the Comprehensive Plan Land Use Designation Map for Evergreen Recovery Centers-Summit Campus properties amending Ordinance No. 2021-94, as amended, as part of the annual docket for 2020.



ORDINANCE NO. _____

An Ordinance Amending the Comprehensive Plan Land Use Map Designation for Evergreen Recovery Centers-Summit Campus Properties Amending Ordinance No. 2021-94, as amended, as part of the Annual Docket for 2020

WHEREAS,

- A. The City of Everett adopted its first Comprehensive Plan under the Washington State Growth Management Act (GMA) in 1994 and conducted a comprehensive review and update of the Plan in 2015 with annual updates allowed consistent with GMA.
- B. The 2020 comprehensive plan docket and implementing zoning amendments are subject to the phased timing of the Rethink Zoning project to coordinate the effective date of the map changes consistent with GMA requirements.
- C. Owners of the Evergreen Recovery Centers-Summit Campus applied to amend the comprehensive plan designation and zoning to facilitate expansion of the existing social service facility located at 2601 Summit Avenue. The facility provides recovery services for young mothers and their infants and small children.
- D. Evergreen Recovery Centers owns the Summit Campus at 2601 Summit Avenue and owns properties across the street to the west at 2604-2616 Summit Avenue for a future expansion.
- E. The Planning Commission reviewed the proposed map amendments, received public input at a duly advertised public hearing and made the following findings and conclusions:
 - a. A Determination of Nonsignificance (DNS) under the State Environmental Policy Act was issued on February 22, 2020 regarding the proposed action.
 - b. The proposed map amendment is consistent with GMA goals (RCW 36.70A.020) that encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner, and which promote a variety of residential housing types, specialized therapeutic daycare, and other social services.
 - c. This proposal would implement the following Comprehensive Plan policies and locational criteria:
 - i. Assure a wide range of housing opportunities (LU 2.1.1); and
 - ii. Promote increased densities and infill housing types (LU 2.1.2); and
 - iii. Promote high density residential use in well designed, mixed-use commercial developments...near transportation facilities... (LU 2.1.4); and

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN THE FOLLOWING ACTIONS:

Section 1. Amend the City of Everett Growth Management Comprehensive Plan Land Use Map from Single Family to Commercial Mixed-Use for the subject property in the 2600 block of Summit Avenue as set forth in Exhibit 1.

Section 2. The Planning Director shall prepare an ordinance that amends the City's zoning map with the ordinance for Rethink Zoning unless such ordinance for Rethink Zoning is not considered for City Council action before November 18, 2020, in which case, the Planning Director shall prepare an ordinance to change the subject property in the 2600 block of Summit Avenue to C-1 General Commercial.

Section 3. Effective Date. This ordinance shall not go into effect until the City Council, by Resolution, concludes the 2020 Comprehensive Plan docket process.

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 and ordinance numbering.

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.

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____



PLANNING COMMISSION RESOLUTION NO. 20-02

**A Resolution Recommending the City Council Amend the Comprehensive Plan
Land Use Designation and Zoning at 2601/2604/2606/2612/2614 Summit Avenue
as part of the Annual Docket for 2020**

WHEREAS, the City of Everett adopted its first Comprehensive Plan (Plan) under the Washington State Growth Management Act (GMA) in 1994 and conducted a comprehensive review and update of the Plan in 2015; and

WHEREAS, the Growth Management Act, codified as RCW 36.70A, generally allows for comprehensive plans to be amended on an annual basis; and

WHEREAS, the City of Everett initiated its 2020 annual comprehensive plan amendment process on January 13, 2020. A timely application was filed to amend the comprehensive plan land use designation from Single Family to Commercial Mixed-Use with implementing zoning proposed for amendment from R-2 Single Family Detached Medium Density to C-1 General Commercial; and

WHEREAS, the Planning Commission held a public hearing on the matter on June 16, 2020 at which time the Commission heard staff's presentation, public comments, and considered the proposed comprehensive plan map amendment and rezone; and

WHEREAS, the proposed amendments were evaluated consistent with the State Environmental Policy Act and Chapter 20.04 EMC.

WHEREAS, notice of the proposed amendments to the comprehensive plan was sent to the Washington State Department of Commerce on February 21, 2020 and a letter of receipt was received on February 24, 2020.

WHEREAS, THE PLANNING COMMISSION FINDS:

1. The proposed map amendments are consistent with GMA goals (RCW 36.70A.020) that encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner, and which promote a variety of residential housing types, specialized therapeutic daycare, and other social services.
2. This proposal would implement the following Comprehensive Plan policies and locational criteria:
 - a. Assure a wide range of housing opportunities (LU 2.1.1); and
 - b. Promote increased densities and infill housing types (LU 2.1.2); and
 - c. Promote high density residential use in well designed, mixed-use commercial developments...near transportation facilities... (LU 2.1.4); and
 - d. [Encourage] small scale buildings and businesses that are oriented to...surrounding residential neighborhoods. (LU 2.2.4.b); and

- e. ...commercial mixed-use designation will include multifamily residential and community-oriented public uses.
3. The proposed zoning types are consistent with the proposed comprehensive plan land use designations and site-specific rezone criteria (Section 41.160.D.2 EMC).
4. The proposed rezone with restrictions imposed through a development agreement will mitigate any adverse impact(s) upon existing or anticipated land uses in the immediate vicinity.
5. The public health, safety and welfare will be provided for by these map amendments with the continuation and expansion of in existing social service and multifamily residential facility an area served by public facilities and services including transit.
6. The proposed map amendments promote the best long-term interest of the Everett community by providing future expansion of an existing use that has operated on the eastern portion of the site since 1972. Evergreen Recovery Centers provides multifamily, supportive housing for mothers and their infants going through withdrawal in an area that is transit oriented and compatible with surrounding uses.
7. The proposed map amendments were considered as part of the annual comprehensive plan 2020 docket including an analysis of potential cumulative impacts.

NOW, THEREFORE, THE PLANNING COMMISSION RECOMMENDS THE FOLLOWING:

1. Amend the City of Everett Growth Management Comprehensive Plan Land Use Map from Single Family to Commercial Mixed-Use for the subject property in the 2600 block of Summit Avenue as depicted in Exhibit 1.
2. Amend the City of Everett Zoning Map from R-2 Single Family Detached Medium Density to C-1 General Commercial with a development agreement to limit future uses for the subject property in the 2600 block of Summit Avenue as shown in Exhibit 2.

Date: June 16, 2020

For: Commissioner McGinn, Commissioner Zelinski, Commissioner Beck, Commissioner Tisdell, Commissioner Holland, Commissioner Lavra, and Chair Yanasak

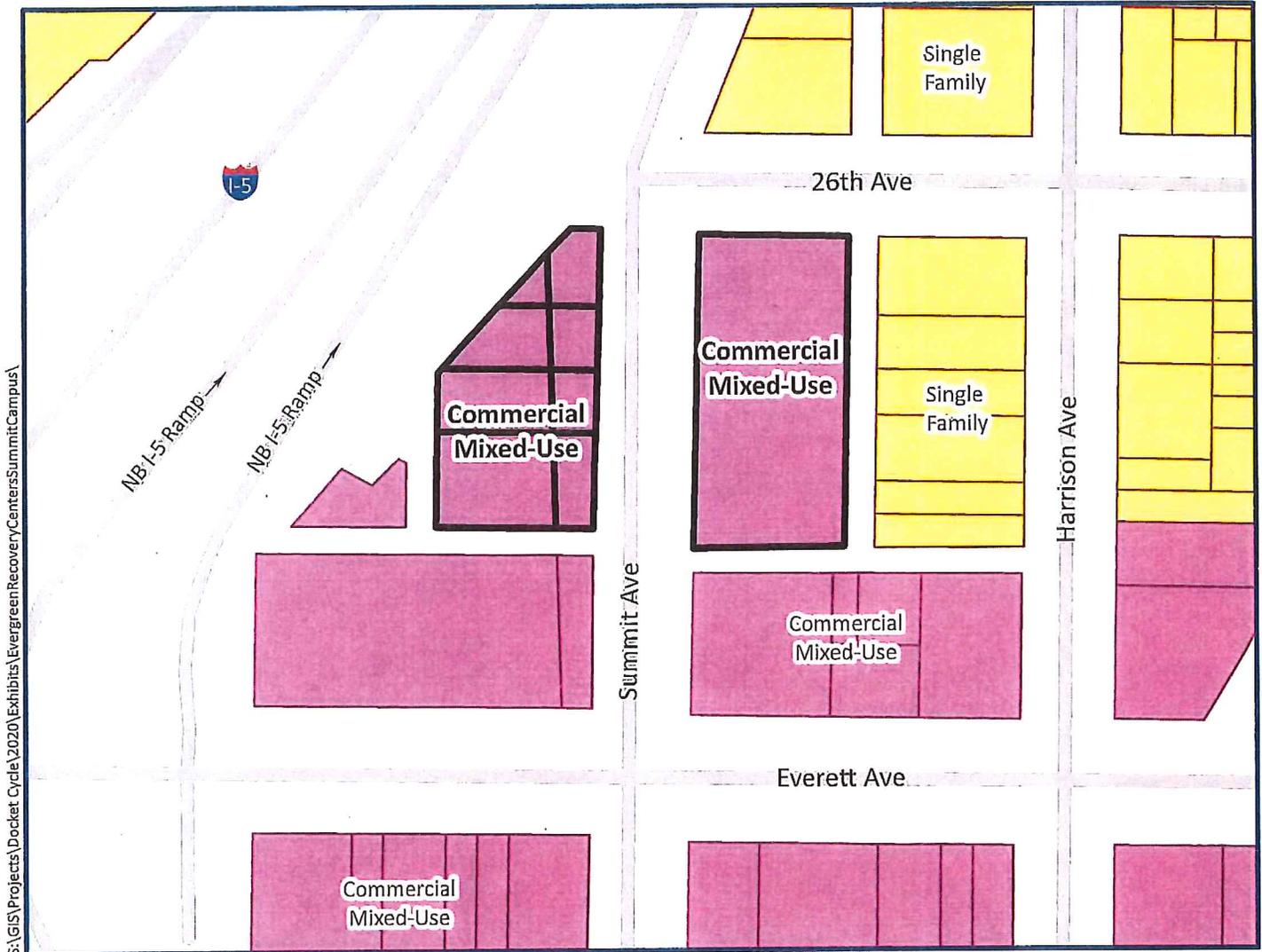
Against: None

Absent: None

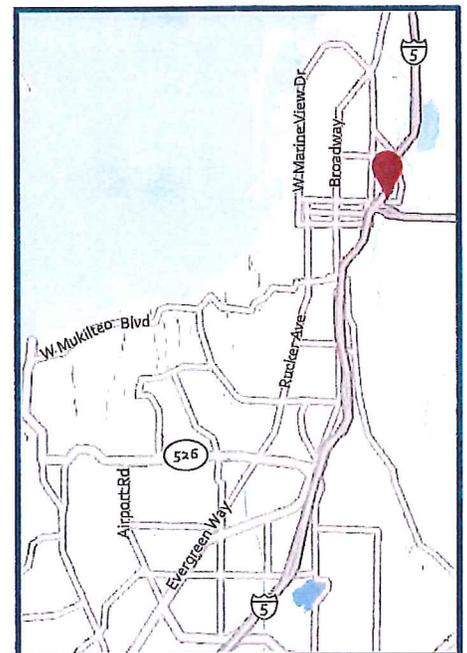
Abstain: None

Evergreen Recovery Centers Summit Campus Comprehensive Plan Amendment

Exhibit 1

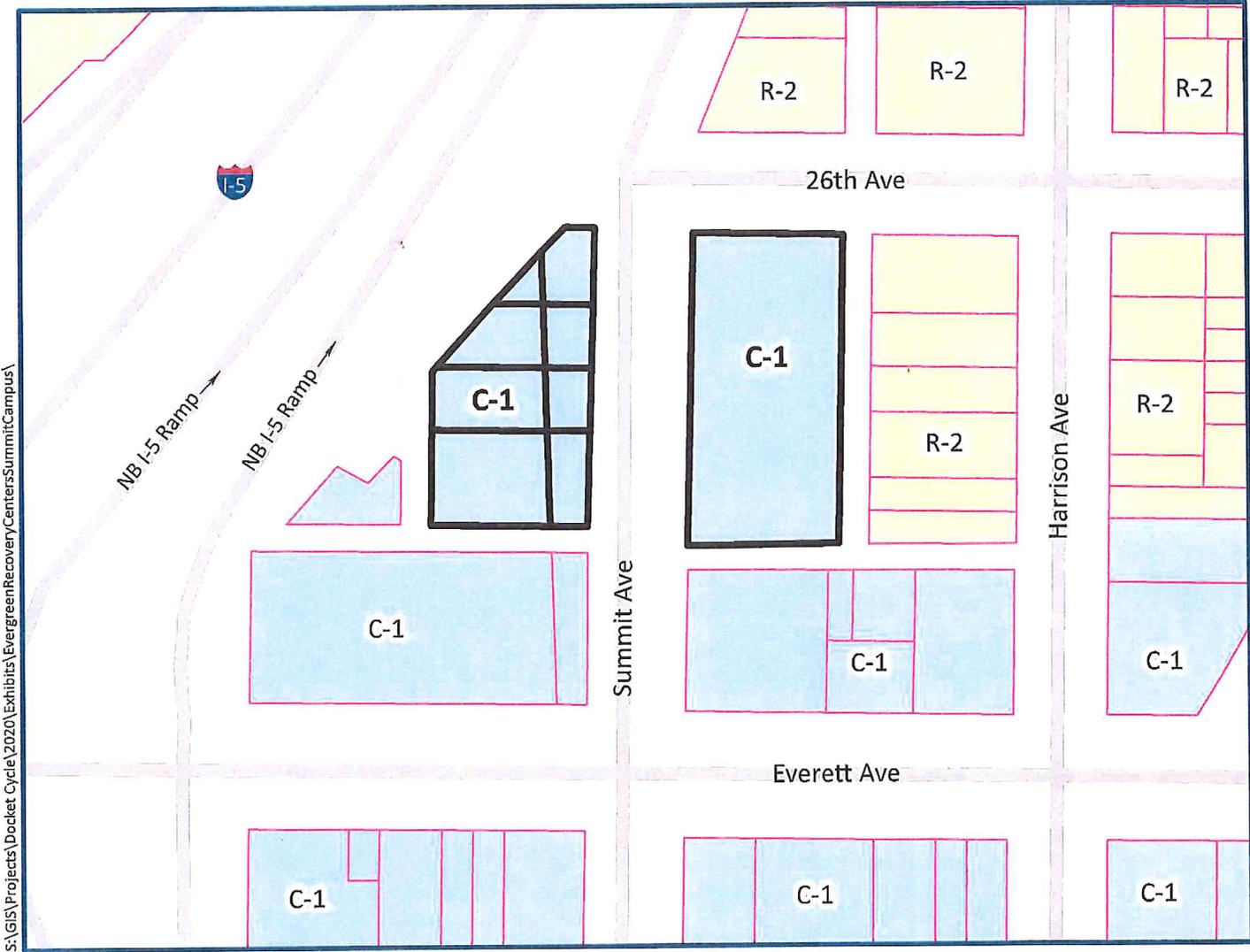


 From: Single Family
To: **Commercial Mixed — Use**



Evergreen Recovery Centers Summit Campus Zoning Amendment

Exhibit 2



S:\GIS\Projects\Docket Cycle\2020\Exhibits\EvergreenRecoveryCentersSummitCampus\



From: R-2 — Single Family Detached Medium Density
To: C-1 — General Commercial



**Planning Commission
MS Team Virtual Meeting
Meeting Minutes
June 16, 2020**

Approved: *kmd*



Chair Adam Yanasak called the meeting to order. Commissioners in attendance: Christine Lavra, Chris Holland, Greg Tisdel, Kathryn Beck, Michael Zelinski, Carly McGinn, Alex Lark, and Michael Finch.

Commissioners Absent: None

Staff Present: Allan Giffen, David Stalheim, Karen Stewart, David Tyler, Steve Ingalsbe and Kathy Davis

Meeting Minutes

Motion: Commissioner Zelinski made a motion to approve the June 2, 2020 meeting minutes. Commissioner Beck seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdel, no response; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Commissioner Comments

Commissioner Lark was participating in the meeting from Korea.

Staff Comments

David Stalheim, Long Range Planning Manager, presented information on the Planning Commission meetings scheduled through August. Mr. Stalheim also had a presentation in appreciation of Allan Giffen's years of service.

Item 1: Hope Covenant Church

Karen Stewart, Environmental Planner, presented information on the Hope Covenant Church/Schmidt property request for a comprehensive plan map and rezone change.

Public Hearing

Brian Kalab, Insight Engineering, stated that the staff report was well prepared and did address why the proposed request was a good fit for the area. He asked Commission if they had any questions.

Commission Discussion

Commissioner Finch asked why the single-family parcels were included in the rezone request. Mr. Kalab responded that the addition of those properties to the church property created a more developable parcel for multiple family development. Commissioner Finch asked if the property owner at 4524 Rucker Avenue was contacted. Mr. Kalab responded that parcel was already zoned commercial, and the

property owner was aware of the application. Commissioner Finch stated that 45th Street SE bisects Hope Covenant Church and asked if the Church owned the right of way. Mr. Kalab responded that street area was vacated.

Commissioner Lark asked about affordable housing. Mr. Kalab responded that it was a little early in the process. The intent was to create a developable site for multiple family development.

Commissioner Holland asked about the single-family parcel that wasn't included as part of the application and if the property owner was notified. Ms. Stewart responded the property owner was notified and wasn't interested in the rezone proposal.

Citizen Comments

Ian Windham, 1308 Maryland Ave, concerned about property lines indicated on the map where the Maple trees were shown on the slope. He was also concerned about possible heights blocking his view.

Linda Erickson, 1503 45th Street SE, was opposed to the project due to increased traffic in the area if the site is redeveloped as multiple family. She had emailed her comments to the City.

Tina Hokanson, 325 S Cabot, was concerned about traffic congestion if property developed as multiple family.

Motion: Commissioner Holland made a motion to close the public hearing. Commissioner Finch seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, no response; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Commission Discussion

Commissioner Holland asked why the properties were combined in one application. He added that he would not vote on the matter because he was friends with Schmidt property owners. Mr. Stalheim stated that the Schmidt family had contacted the City one or two years earlier about rezoning their properties to commercial. Recalling that, Mr. Stalheim asked Hope Covenant Church to speak to the Schmidt's regarding their earlier request. He added that there was nothing in the City's regulations that preclude the property owners from combining their application.

Commissioner Holland stated that he was concerned about traffic impacts from more multiple family developments constructed along Evergreen Way, solar access for the properties across Rucker to the east, view protection, and that the remaining downslope parcel wasn't included in the request.

Commissioner Lark stated that future development of that site would be located on a high capacity road and that the developer would mitigate any traffic concerns. She encouraged future developers to engage early with the neighborhood to make sure that the development compliments and adds value to the area.

Commissioner Beck was concerned about area traffic and had some reservations about future development of the site. Mr. Stalheim responded that there was a traffic generation analysis done by Gibson Traffic Consultants included in the staff report.

Commissioner Finch stated that he was concerned about Findings 5 and 7 on page 2 of the resolution. He would like the language in the resolution amended since there was no project specific request.

Commissioner Zelinski asked if the rezone was approved, would Planning Commission or the neighborhood be able to provide input on the site-specific proposal.

Staff Comments

Ms. Stewart stated that the parcel boundaries drawn included the sloped area where the Maple trees were located; however, not all of that area was developable and would require a setback buffer. She added that the review process for a multiple family development would also require a public notice with a public comment period. The City would encourage the developer to meet with the neighborhood on the specific project proposal, and the traffic impacts would be reviewed by the City's Traffic Engineers.

Commission Discussion

Commissioner Holland would like the traffic consultants to also measure the a.m. peak hour trips. Commissioner Holland agreed with Commissioner Finch that it was hard to determine traffic impacts without a specific development proposal. Commissioner Beck was also concerned about significant amounts of traffic in the area.

Chair Yanasak asked about the height regulations. Ms. Stewart responded that the City does have height regulations that provide for lower heights from the adjacent residential area. Mr. Stalheim referred to the Hope Covenant church massing diagram to explain what the current code would allow in terms of heights and setback provisions from the adjacent neighborhood.

Chair Yanasak asked if staff were aware of any project being denied because the traffic study didn't adequately address the traffic impacts. Mr. Stalheim responded if a study doesn't meet the engineering or concurrency requirements through mitigation, developers will decrease the number of units so the traffic generated will change, or make improvements to intersections, turning movements, lights, or whatever else to meet the City's requirements.

Commissioner Finch asked about Findings 5, 6, and 7 in the Resolution. Ms. Stewart responded that the findings are standard language for non-project actions. Commissioner Finch asked if the rezone could

be amended into two separate actions. Mr. Giffen responded the Commission has the discretion to make amendments to the Resolution.

Motion: Commissioner Zelinski made a motion to approve Planning Commission Resolution 20-01 with the removal of Finding 5 on page 2 from the Resolution. Commissioner McGinn seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, no; Commissioner Tisdell, no; Commissioner Holland, abstain; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Item 2: Evergreen Recovery Center

Karen Stewart, Environmental Planner, presented information on the Evergreen Recovery Center request for a comprehensive plan map and rezone change.

Commission Discussion

Commissioner Lark asked about the applicant's public outreach. Linda Grant, Evergreen Recovery Center CEO, stated that they notified the neighborhood and were invited to the neighborhood meeting; however, the meeting was cancelled due to COVID. She also met with the County Councilman for that district. Commissioner Lark asked if the community would be considered in the design of the facility. Ms. Grant responded that they would and have designed the center to be compatible with the neighborhood. They have a great relationship with the neighborhood.

Citizen Comments

Tina Hokanson stated that the proposal sounds like a great project.

Susan Secor, E. Grand Avenue, stated that the rezone request would provide for a development agreement that hasn't been formed. She was concerned with the wording used by the applicant which said: "The uses are limited to things we expect with this project, including but not limited to. . ." She felt that the wording leaves the door open for any use allowed in the C-1 zone.

Commission Discussion

Commissioner Finch asked about the percentage of clients from Everett as opposed to broader Snohomish County. Ms. Grant responded 50-60% are Everett residents.

Commissioner Lavra stated that the site was well maintained and a reasonable project for the area.

Commissioner Lark asked about funding and/or grant restrictions. Ms. Grant responded most of their clients are funded out of the Medicaid healthcare plan, and they also contract with other health care plans for the northwest region.

Commissioner Finch stated that the facility was a local and regional facility and was a service to the region not just the Everett Community as noted in Finding #6. He stated that Everett has taken on a large portion of county services in meeting regional demands.

Motion: Commissioner Holland made a motion to close the public hearing. Commissioner Beck seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, yes; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Motion: Commissioner Beck made a motion to recommend approval of Resolution 20-02 recommending the City Council amend the Comprehensive Plan Land Use Designation and Zoning at 2601/2604/2606/2612/2614 Summit Avenue as part of the Annual Docket for 2020. Commissioner Holland seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, yes; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Item 3: Floodplain Prevention Ordinance

Steve Ingalsbe, Land Use Manager, presented information regarding lot standards and building placement standards in residential and non-residential zones.

Commission Discussion

None

Citizen Comments

None

Motion: Commissioner Holland made a motion to close the public hearing. Commissioner Lavra seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, no response; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Motion: Commissioner Lavra with one edit to the numbering. Commissioner Zelinski seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, yes; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Agenda 4: Rethink Zoning

Chapter 33

David Tyler, Planner, presented information on the legislative background, the chapter reorganization, and proposed key changes to the current procedures.

Commission Discussion

Commissioner Lark stated that the current sidewalks along Evergreen way are not pedestrian friendly and he supported the addition of planting areas separating pedestrians and vehicles. Commissioner Lark asked if the new street designations would require parking lots behind buildings, so businesses front on the streetscape. Mr. Tyler responded that parking lot placement was addressed in Chapter 34. There were also pedestrian connection requirements to access sidewalks as well as transit stops.

Commissioner Finch referred to table 33-1 and asked if the City had received any comments from the development community regarding the TOD and pedestrian street improvements that may increase construction costs. Mr. Tyler responded he hadn't received any direct feedback. He added that many of the standards are based on the existing Metro Everett standards. Mr. Stalheim stated that the regulations also allow for higher densities in the pedestrian and TOD areas in comparison to other areas.

Motion: Commissioner Holland made a motion to extend the Planning Commission meeting another 30 minutes. Commissioner Zelinski seconded the motion.

Vote: Commissioner McGinn, yes; Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, yes; Commissioner Holland, yes; Commissioner Lavra, yes; and Chair Yanasak, yes.

Motion Carried.

Chapter 17, Airport-Port-Navy Compatibility

David Stalheim, Long Range Planning Manager, presented the project website and reviewed the Chapter 17 summary with Commission.

Commission Discussion

Commissioner Lark mentioned concerns about public outreach to traditionally marginalized and disenfranchised communities who have been locked out of housing and access to housing. In response to the 2024 timeline for addressing housing, he felt that was too long to wait. Equitable growth is essential sooner.

Citizen Comments

Laura Gurley, Port of Everett, submitted comment in February and have also sent in new comments on the most recent draft which wasn't posed on the website yet.

Casey Glynis, Naval Station Everett, thanked staff for collaboration and looking forward to continued discussions. Captain Davis submitted a support letter.

Tina Hokanson thanked David for his work on the web and his responsiveness. Interested in improvements proposed along Evergreen Way.

Allan Giffen thanked Commissioners and acknowledged the work of Planning Commission. Commissioner Zelinski thanked Allan and Dave for all their hard work.

ADJOURNED 9:29 PM

David Stalheim

Planning Commission Secretary

July 7, 2020

Date

Katherine Davis

Administrative Assistant

July 7, 2020

Date



STAFF REPORT

Agenda Subject: Comprehensive Plan/Rezone Map Amendments for Evergreen Recovery Centers Summit Campus site is located at 2601, 2604, 2606 and 2614 Summit Avenue	Report Date: 4/30/2020
Project #: REVV 20-002 & REZ 20-002	Plng Commission Public Hearing: 6/16/2020
Applicant/Owner: Evergreen Recovery Centers/Linda Grant	
Staff Contact: Karen Stewart, Environmental Planner	
Attachments: Comprehensive plan and rezone narrative and maps, draft Planning Commission Resolution	
Staff Recommendation: Approve the requested Comprehensive Plan Land Use Map amendment from Single Family to Commercial Mixed-Use and the zoning designation from R-2 Single Family Detached Medium Density to C-1 General Commercial with a development agreement restricting uses to multifamily housing, supportive housing, daycare and social services.	

PROPOSAL

REQUEST:	Amend the Comprehensive Plan Land Use Map from <i>Single Family to Commercial Mixed-Use</i> , and the zoning designation from <i>R-2 Single Family Detached Medium Density to C-1 General Commercial with a development agreement</i> to allow expansion to the west of the existing Evergreen Recovery Centers-Summit Campus.
LOCATION:	2601, 2604, 2606 and 2614 Summit Avenue
EXISTING USE:	Evergreen Recovery Centers-Summit Campus and single family homes
POTENTIAL USE: (not part of this proposal)	No specific plans have been submitted at this time, but the proposed zoning change would allow expansion of the existing facility as a 4 story building on the west subject properties (2604-2616 Summit Ave.) and a 2.5 story building on the east subject properties at 2601 Summit Avenue where the current facility exists. The applicant also intends to submit a request to vacate the alley north of 3409 and 3417 Everett Avenue that abuts the west subject properties and the alley north of 3501 Everett Avenue that abuts the east subject

	<p>properties. In addition, the applicant in the future plans to ask the City to vacate Summit Avenue and right-of-way that would divide the expanded facility. Additional reviews, including opportunities for public comment will be required prior to any future development. Traffic impacts and compatibility with existing uses in the surrounding neighborhood will be evaluated based on a site specific design and code requirements in effect at the time of a vested application.</p>
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ANNUAL DOCKET

<p>PROCESS:</p>	<p><u>Comprehensive Plan Docket:</u> The Growth Management Act (GMA) limits amendment of the comprehensive plan, often referred to as the “docket”, to no more frequently than once every year. (RCW 36.70A.130(2)(a))</p> <p>This application was included in the 2020 annual docket with a complete application filed by January 13, 2020.</p> <p>The GMA requires development regulations be consistent with the comprehensive plan. Accordingly, the request to amend the zoning map is considered concurrently with the request to amend the comprehensive plan land use map in order to meet the internal consistency requirements.</p>
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PUBLIC COMMENT

<p>PUBLIC/AGENCY NOTICE:</p>	<p><u>GMA Notice:</u> The city provided a 60-day notice to the Washington State Department of Commerce regarding the proposed comprehensive plan amendment and rezone. Commerce acknowledged receipt of that notice with a letter on February 24, 2020.</p> <p><u>Agency/City Department Review:</u> The city provided the application to other city departments and agencies and requested comments on these proposed amendments. No comments were received.</p> <p><u>Notice of Public Hearing and SEPA Determination:</u> On February 25, 2020, the city issued notice of a public hearing on the proposed comprehensive plan amendment and rezone, as well as notice of a Determination of Nonsignificance for the environmental review. The notice was mailed to property owners within 500 feet, SEPA and comprehensive plan interested parties, and the Riverside neighborhood leader. The notice was published in the official city newspaper (The Everett Herald) on February 26. In addition, the site</p>
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	was posted for 15 days prior to the public hearing that was originally scheduled for April 7th. The Planning Commission rescheduled the public hearing due to public meeting restrictions during the coronavirus pandemic.
COMMENTS RECEIVED:	Emailed comments of support received March 2, 2020 stating that the west side of the block is backed up against the freeway (I-5) sound wall and a portion of the site is already in commercial use. The commenter also stated that the 2600 block of Summit Avenue already has more of the characteristics of Commercial Mixed-Use than it does single family.

REVIEW CRITERIA

SOURCES:	<p><u>Comprehensive Plan Land Use Map Amendment:</u> GMA Goals (RCW 36.70A.020); Everett Comprehensive Plan Land Use Element, Everett’s Land Use Concept for Commercial Areas (pg. 7), Land Use Designations-Locational Criteria for Commercial Mixed-Use (pgs. 23-24).</p> <p><u>Zoning Map Amendment:</u> EMC 19.41.160(D) Site-Specific Rezones; EMC 19.01.050 Purpose and application of zone districts.</p>
CONSISTENCY WITH ADOPTED POLICIES AND CODES:	<p><u>Comprehensive Plan Map Amendment Analysis:</u> The process to amend the comprehensive plan map states that the burden of proof is upon the proponent to demonstrate the long-term benefit to the community as a whole. Applicable GMA goals (RCW 36.70A.020) that this proposed amendment would help achieve include:</p> <ul style="list-style-type: none"> • Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner. • Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development. <p><u>Response:</u> The Summit Avenue site is in an urban area with adequate public facilities and services. The site is not undeveloped and the proposed amendments would allow redevelopment at an increased density/intensity.</p> <p>The proposal is also consistent with Everett’s land use concept for commercial areas which calls for minor adjustments of zoning boundaries to promote greater land use compatibility. Expansion of the existing use is not allowed by the current zoning and requires a</p>

	<p>zoning change. In addition, the following factors are considered in reviewing map amendment requests.</p> <p>1. The proposed land use designation must be supported by or consistent with the existing policies of the various elements of the comprehensive plan.</p> <p><u>Response:</u> This proposal is consistent with the following policies:</p> <ul style="list-style-type: none">• Housing growth in Everett will be principally in the form of multiple family dwellings in redevelopment areas. (pg. 6 Intro. II B 7)• Arterial streets traditionally zoned or used for commercial activities will be the focus of redevelopment with a greater emphasis on residential uses mixed with commercial development. (pg. 7 Intro. II B 14)• Assure a wide range of housing opportunities (LU 2.1.1)• Promote increased densities and infill housing types (LU 2.1.2)• Promote housing alternatives to large lot single family detached dwelling (H 4.1.2) <p>2. Have circumstances related to the subject property and the area in which it is located changed sufficiently since the adoption of the Land Use Element to justify a change to the land use designation?</p> <p><u>Response:</u> More housing is needed for the City's growing population and public health care services like those provided by the non-profit Evergreen Health Centers (ERC) are regionally lacking and cannot meet the current demand. ERC is proposing to expand their existing facility so this would be considered market driven and not purely a speculative commercial use. The applicant has offered to enter into a development agreement with the City that would limit the type, scope and scale of allowed commercial uses in conjunction with the proposed rezone to C-1 General Commercial.</p> <p>3. Are the assumptions upon which the land use designation of the subject property is based erroneous, or is new information available which was not considered at the time the Land Use Element was adopted, that justify a change to the land use designation?</p> <p><u>Response:</u> There are new, much higher projections from the Puget Sound Regional Council for more residents and jobs in Everett. More housing is needed for the City's growing population and multiple family dwellings are an efficient use of land adjacent to I-5 and close to Everett Avenue where bus transit is available.</p> <p>4. Does the proposed land use designation promote a more desirable land use pattern for the community as a whole?</p>
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Response: The proposed designation of Commercial Mixed-Use is consistent with designations in the vicinity to the south and west of the site. To the west is the I-5 northbound ramp with sound walls, to the north 26th Avenue serves as a logical boundary with a large church located on the north side of 26th Avenue. The alley to the east of the existing facility serves as a logical boundary from the single family homes located to the east.

5. Should the proposed land use designation be applied to other properties in the vicinity? The reasons for changing the land use designation of a single site as requested does not constitute a grant of special privilege to the proponent or a single owner of property.

Response: This proposal to amend the comprehensive plan and zone to commercial is consistent with designations to the south and west of the site. The applicant is proposing the change in land use to allow expansion of an existing use that provides a benefit to the community. The alley to the east of the existing facility is a reasonable boundary that acknowledges the single family uses along Harrison Avenue. No adjacent property owners have inquired about adding their property to the proposed amendments.

6. What impacts would the proposed change of land use designation have on the current use of other properties in the vicinity, and what measures should be taken to assure compatibility with the uses of other properties in the vicinity?

Response: As single family uses in this general area are redeveloped, it will be important to utilize development standards, including setbacks, building heights, off-street parking to help mitigate potential adverse impacts on the neighborhood. The applicant has offered to enter into a development agreement to limit future uses on the site, specify building maximum size and height, and signage/landscaping. The agreement will be prepared upon approval of the rezone.

7. Would the change of the land use designation sought by the proponent create pressure to change the land use designation of other properties in the vicinity? Would the change of land use designation be in the best long-term interests of the community in general?

Response: This proposal would facilitate the renovation and expansion of a social service provider that is already well established in the area. More housing is needed for the City's growing population and multiple family dwellings are supported in areas like this that are served by a nearby bus stop.

	<p><u>Zoning Map Amendment Analysis:</u></p> <p>Site-Specific Rezone Criteria. (EMC 19.41.160) The review authority may approve an application for a site-specific rezone if:</p> <ul style="list-style-type: none">a. The proposed rezone is consistent with the comprehensive plan. <u>Response:</u> The proposed rezone would be consistent with the amended comprehensive plan designation of Commercial Mixed-Use.b. The proposed rezone bears a substantial relation to public health, safety or welfare; and the proposed rezone promotes the best long-term interests of the Everett community. <u>Response:</u> The amendments will allow renovation and expansion of the ERC allowing construction of two multi-family residential buildings and therapeutic daycare with improved spaces to allow mothers with more than one child to participate in a recovery program. In cooperation with the nearby hospitals, a new postpartum care model will be implemented.c. The proposed rezone mitigates any adverse impact(s) upon existing or anticipated land uses in the immediate vicinity of the subject property. <u>Response:</u> Design standards are established for residential and commercial redevelopment to improve the public safety and aesthetic character of an area.
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RECOMMENDED ACTION/MOTION:

<p>Planning staff recommends the Planning Commission forward a recommendation to the City Council as follows:</p> <p>Approve the Comprehensive Plan Map amendment from Single Family to Commercial Mixed-Use for the subject property (see Exhibit 1). Approve a zoning amendment from R-2 Single Family Detached Medium Density to C-1 General Commercial for the subject property (see Exhibit 2).</p> <p>A draft resolution with findings and conclusions supporting this recommendation is attached for the Planning Commission's consideration.</p>
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CITY of EVERETT
PLANNING and COMMUNITY DEVELOPMENT

**COMPREHENSIVE PLAN MAP AMENDMENT
AND REZONE APPLICATION (REVIEW PROCESS VA)**

INSTRUCTIONS → Submit the following items listed in the checklist below. Use this application for Comprehensive Plan map amendments and the accompanying rezone to implement the map change. The Comprehensive Plan map amendment and associated rezone are considered concurrently under Review Process VA.

<input checked="" type="checkbox"/> Fee Total Fee: \$ <u>7,990</u>	See current Fee Schedule for SEPA and Rezone fees posted online. Fees are non-refundable and payable by cash, check or credit card upon application.
<input checked="" type="checkbox"/> Meeting with Long Range Planning Staff	A meeting is encouraged prior to submitting this application with Long Range Planning Staff. To schedule a meeting call (425) 257-8731.
<input checked="" type="checkbox"/> Application	The <i>Comprehensive Plan and Rezone Application</i> must be filled out completely and signed by the owner, applicant, or primary contact. Submit one . See attached.
<input checked="" type="checkbox"/> Map of Site and Surrounding Area	Submit one copy of the Assessor’s Map (or equivalent) showing the location. Maps are available from Snohomish County Assessor or Planning Department. PDF’s shall indicate what size paper will print to scale if submitting by email or CD. The copy must be legible.

Narrative Statement and Comp Plan/ Zoning Information

1) Prepare a written, typed statement addressing the applicable Comprehensive Plan and rezone criteria. Submit **one** copy. See attached criteria.

2) Complete the following below:

Existing Comprehensive Plan Designation: Single Family
Existing Zoning: R-2

Proposed Comprehensive Plan Designation: Commercial Mixed Use
Proposed Zoning: C-1

	Adjacent Plan Designations	Adjacent Zoning
North:	<u>N/A (abuts I-5)/Single Family</u>	<u>N/A / R-2</u>
South:	<u>Commercial Mix Used</u>	<u>C-1</u>
East:	<u>Single Family</u>	<u>R-2</u>
West:	<u>Commercial Mixed Use/Single Family</u>	<u>C-1/R-2</u>

Note: majority of west property abuts I-5.

Note: Designations for West Subject Properties/ East Subject Properties respectively

Environmental Checklist

Submit **one** signed copy. Must be filled out completely and accurately. The Environmental Checklist form can be found on DOE's website:
<http://www.ecy.wa.gov/programs/sea/sepa/forms.htm>

Notification List of Property Owners

All property owners within 500 feet of the property subject to this action. Must be completed per the instructions for compiling the mailing list for Review Process VA. See attached.

Special Studies

Traffic, Geotechnical studies, etc., if required by the Manager of Long Range Planning. Provide **four** copies of each study with the application.

Submit Application with this Checklist

* Email or CD submittal is preferred.

By E-mail: Email all documents to planning@everettwa.gov

In Person or

by Mail: City of Everett Planning and Community Development
2930 Wetmore Ave Ste. 8-A, Everett, WA 98201



COMPREHENSIVE PLAN AND REZONE APPLICATION

(Attach additional pages if needed)

Name of Applicant Linda Grant/Evergreen Recovery Centers

Address 11627 Airport Road, B

City Everett State WA Zip Code 98204

Phone (425) 258-2485 Alt ph (425) 258-2407

Email LGrant@Evergreenrc.org

Primary Contact (if other than applicant) Dawn Bushnaq

Address 4915 Rainier Ave S Suite 201

City Seattle State WA Zip Code 98118

Phone 206-963-6306 Alt ph _____

Email dawn@bushnaqstudio.com

Property Owner(s) Evergreen Manor

Address 2601 Summit Ave City Everett State WA Zip Code 98201

Property Address or Location 2601, 2604, 2606, 2612 and 2614 Summit Ave, Everett, WA 98201

Tax Parcel No(s) See attached.

Area of Property (acres/sq ft) 2601 Summit: ±.65 ac/±2600 SF 2604-2614 Summit: ±.57 ac/±24,800 sq ft

Legal Description (attach for rezone purposes) see attached

Brief Description of Project With the rezone, ERC would develop a ±22,000 square foot facility at the west subject properties to improve its existing Summit campus services. The new facility will include two multi-family residential buildings and a therapeutic daycare for children living at the expanded Summit campus.

• **Authorization:** I am the owner or am authorized by the owner to sign and submit this application. I grant permission for City staff and agents to enter onto the subject property for the sole purpose of making any inspections of the property which are necessary to process this application. I certify under penalty of perjury of the laws of the State of Washington that the information on this application and all information submitted herewith is true, complete, and correct.

Signature Linda Grant pp Dawn Bushnaq Date 1/13/20

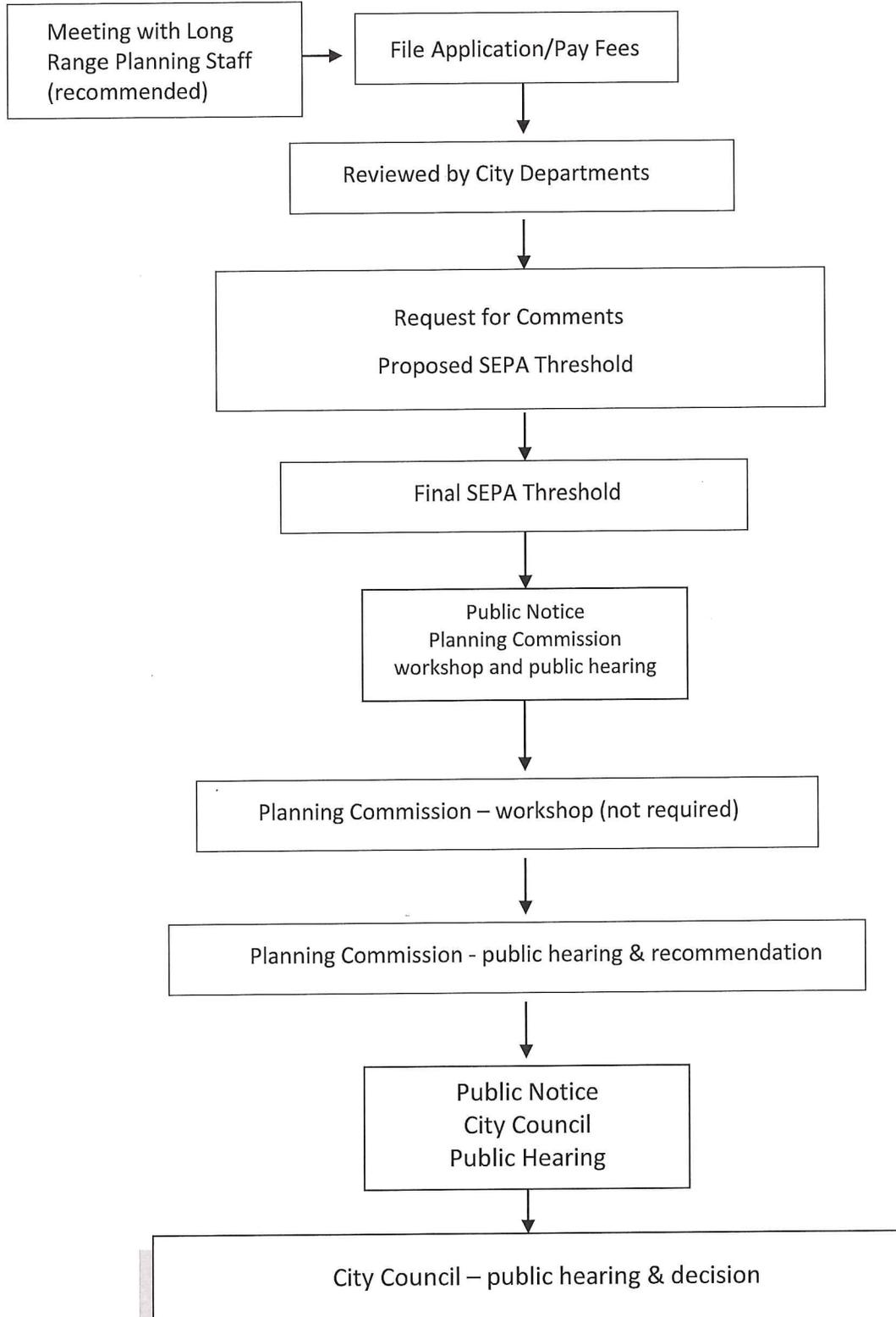
Please print name LINDA GRANT Owner Applicant Primary Contact

City and State where this application is signed SEATTLE, WA
City State

FOR OFFICIAL USE ONLY	
FILE #	_____
FEE \$	_____
RECEIPT #	_____

Comprehensive Plan Amendment/Rezone Flow Chart – Review Process VA

Under review process VA the Planning Commission makes a recommendation and then the City Council makes the decision. Both actions go concurrently through the public hearing process. A Comprehensive Plan map amendment will not be accepted without a concurrent rezone application.



NARRATIVE STATEMENT – EVALUATION CRITERIA

All applications must be accompanied by a separate narrative statement describing how the proposal is consistent with the following criteria and applicable rezone type. Please note that this information is important for the City's evaluation of your Comprehensive Plan map amendment and rezone application.

Comprehensive Plan Policies

Everett's Comprehensive Plan contains the following criteria that provide guidance to decision makers in their review of applications to amend land use designations. Please consider each of the following review criteria and respond to them on a separate piece of paper. The response should identify which of the criteria is being addressed. Where the criteria spells out relevant policies or criteria, found in either the City's Comprehensive Plan or Zoning Code, please reference the relevant section when noting such support for your application. City staff will help with any questions you may have in regard to completing this work.

- 1) The proposed land use designation must be supported by or be consistent with the existing policies of the various elements of the Comprehensive Plan. NOTE: Please refer to the location criteria beginning on page LU-23. Please refer to specific policies, especially those in the Land Use and Housing sections.
- 2) Have circumstances related to the subject property and the area in which it is located changed sufficiently since the adoption of the Land Use Element to justify a change to the land use designation? If so, the circumstances which have changed should be described in detail to support findings that a different land use designation is appropriate.
- 3) Are the assumptions on which the land use designation of the subject property is based erroneous, or is new information available which was not considered at the time the Land Use Element was adopted that justify a change to the land use designation? If so, the erroneous assumptions or new information should be described in detail to enable the Planning Commission and City Council to find that the land use designation should be changed.
- 4) Does the proposed land use designation promote a more desirable land use pattern for the community as a whole? If so, a detailed description of the qualities of the proposed land use designation that make the land use pattern for the community more desirable should be provided to enable the Planning Commission and City Council to find that the proposed land use designation is in the community's best interest.
- 5) Should the proposed land use designation be applied to other properties in the vicinity? If so, the reasons supporting the change of several properties should be described in detail. If not the reasons for changing the land use designation of a single site, as requested by the proponent, should be provided in sufficient detail to enable the Planning Commission and City

Council to find that approval as requested does not constitute a grant of special privilege to the proponent or a single owner of property.

- 6) What impacts would the proposed change of land use designation have on the current use of other properties in the vicinity, and what measures should be taken to assure compatibility with the uses of other properties in the vicinity?
- 7) Would the change of the land use designation sought by the proponent create pressure to change the land use designations of other properties in the vicinity? If so, would the change of land use designation for other properties be in the best long term interests of the community in general?

Rezone

Rezoning can be either non-project or development agreement rezoning. In order to better understand the differences between the two rezoning processes, it is advised that you speak with Long Range Planning staff in advance of responding to this section.

- 1) Which rezoning type are you seeking?
- 2) Address your vision for how the subject property or properties would be used if the rezoning were approved, and how the request, if granted, would benefit the City of Everett and its citizens.

**EVERGREEN RECOVERY CENTERS SUMMIT CAMPUS
COMPREHENSIVE PLAN AMENDMENT AND REZONE APPLICATION
SUBJECT PROPERTIES ASSESSOR PARCEL NUMBERS AND LEGAL DESCRIPTIONS**

WEST SUBJECT PROPERTIES

Address: 2604 Summit Ave

Parcel #'s: 00516859502001, 00483559502000

Parcel Description (00516859502001): MITCHELL
LAND & IMP CO S 1ST ADD BLK 595 D-01 - LOT 20
LESS S/HY & ALL LOT 21 LESS S/HY VOL 3 PG 475

Parcel Description (00483559502000): JUDSON LA
MOURE'S 1ST ADD BLK 595 D-00 - S 2 FT LOT 20 &
LOT 21 BLK 595 LESSS/HY-VOL 3 PG 475-

Gross Total Site Acreage: 0.08

Address: 2606 Summit Ave

Parcel #'s: 00516859502200, 00483559502200

Parcel Description (00516859502200): MITCHELL
LAND & IMP CO S 1ST ADD BLK 595 D-00 - FRAC LOTS
22 & 23 (EXEMPT PER ST OF WA REG #04820-001)

Parcel Description (00483559502200): JUDSON LA
MOURE'S 1ST ADD BLK 595 D-00 - FRAC LOTS 22 &
23 LESS ST HWY

Gross Total Site Acreage: 0.15

Address: 2612 Summit Ave

Parcel #'s: 00516859502400, 00483559502400

Parcel Description (00516859502400): MITCHELL
LAND & IMP CO S 1ST ADD BLK 595 D-00 - FRAC LOTS
24 & 25 (EXEMPT PER ST OF WA REG #04820-003)

Parcel Description (00483559502400): JUDSON LA
MOURE'S 1ST ADD BLK 595 D-00 - FRAC LOTS 24 &
25 (EXEMPT PER ST OF WA REG #04820-003)

Gross Total Site Acreage: 0.15

Address: 2614 Summit Ave

Parcel #'s: 00516859502600, 00483559502600

Parcel Description (00516859502600):
MITCHELL LAND & IMP CO S 1ST ADD BLK 595 D-00 -
FRAC LOT 26 N 10FT FRAC LOT 27 S 15FT FRAC LOT
27 & FRAC LOT 28 (EXEMPT PER ST OF WA REG
#04820-001)

Parcel Description (00483559502600): JUDSON LA
MOURE'S 1ST ADD BLK 595 D-00 - FRAC LOT 26 - N
10 FT OF FRAC LOT 27 - S 15 FT OF FRAC LOT 27 -
FRAC LOT 28 (EXEMPT PER ST OF WA REG #04820-
001)

Gross Total Site Acreage: 0.19

EAST SUBJECT PROPERTY

Address: 2601 Summit Ave

Parcel #: 00516859401100

Parcel Description: Section 21 Township 29 Range
05 Quarter SW MITCHELL LAND & IMP CO S 1ST ADD
BLK 594 D-00 - LOTS 11 THRU 18 INCL & LG LOT 19
(EXEMPT PER ST OF WA REG #04820-001)

Gross Total Site Acreage: 0.65

EVERGREEN RECOVERY CENTERS' NARRATIVE STATEMENT

All applications must be accompanied by a separate narrative statement describing how the proposal is consistent with the following criteria and applicable rezone type. Please note that this information is important for the City's evaluation of your Comprehensive Plan map amendment and rezone application.

Comprehensive Plan Policies

Everett's Comprehensive Plan contains the following criteria that provide guidance to decision makers in their review of applications to amend land use designations. Please consider each of the following review criteria and respond to them on a separate piece of paper. The response should identify which of the criteria is being addressed. Where the criteria spells out relevant policies or criteria, found in either the City's Comprehensive Plan or Zoning Code, please reference the relevant section when noting such support for your application. City staff will help with any questions you may have in regard to completing this work.

- 1) The proposed land use designation must be supported by or be consistent with the existing policies of the various elements of the Comprehensive Plan. NOTE: Please refer to the location criteria beginning on page LU-23. Please refer to specific policies, especially those in the Land Use and Housing sections.

Response: Evergreen Recovery Centers (ERC) has operated recovery services at its Summit campus located at 2601 Summit Avenue since 1972. ERC owns its Summit campus (East Subject Properties) and properties across the street located at 2604 – 2616 Summit Avenue (West Subject Properties).

The applicant's proposal is to amend the Comprehensive Plan and rezone the east and west subject properties. This would change the Comprehensive Plan designation at the subject properties from single family to commercial/mix use and the zoning from R-2 to C-1. As part of the amendment and rezone, the applicant proposes to enter into a development agreement with the City. The development agreement would include the following restrictions:

- Uses Limited to:** Residential and institutional uses allowed in commercial zones including but not limited to multifamily housing, supportive housing, daycare, social services.
- Height Limit:** 4 stories at west subject properties (2604 – 2616 Summit Ave)
2.5 stories at east subject properties (2601 Summit Ave)
- Building size limit:** 40,000 SF max/individual building
- Other improvements:** Landscaping and signage compatible with adjacent residential areas

If the proposed land use designation is approved, ERC will develop an innovative companion facility at the West Subject Properties to improve and expand its Summit campus services. The new facility will include two multi-family residential buildings and a therapeutic daycare for children living at the expanded Summit campus. The facility has two goals (1) to improve spaces to allow mothers with more than one child to participate in our recovery program, and (2) to implement a new postpartum care model in partnership with Providence Hospital – Everett and Swedish Hospitals where the key is keeping mom and baby together in place of separation while the baby goes through an uncomfortable morphine taper. Larger living space is needed to meet these goals. The community impact of this designation will be:

- to be the first non-hospital program in the nation to implement an Eat-Sleep-Console protocol where “Mom is the medicine.”
- to reduce waiting lists for admission of pregnant and parenting mothers,
- to increase the number of children who can stay with mom during this program,
- to reduce homelessness in the community, and
- to provide preventive services at a child’s most vulnerable period.

The proposed land use designation and development agreement restrictions are consistent with and support the applicable location criteria for Commercial Mixed-Use in the Comprehensive Plan. These criteria include:

1. Designation may be applied to new areas provided that the change is market driven and not speculative.
2. Designation may include multifamily residential and community oriented public uses.
3. Areas should be supported by public facilities and services including transit, pedestrian and bicycle routes, utilities (water, sewer, stormwater), fire and police. Transportation system is capable of handling traffic impacts.
4. Smaller sites are intended to be neighborhood oriented where uses are limited and building design ensures compatibility with adjoining residential neighborhoods.
5. Pedestrian access and walkability are encouraged while traffic impacts on surrounding residential areas are discouraged.
6. New development and redevelopment is encouraged to include housing and other supportive services and uses.
7. Development standards may be tailored to fit the specific location.
8. Small neighborhood commercial locations should limit the size of buildings and ensure other improvements, such as signs and landscaping, are compatible with adjacent residential area.

The proposed change is driven by community need and market imperatives to provide efficient and cost effective recovery services to individuals with special needs. It is not speculative. ERC provides services, housing, support and hope to families and communities through its 6-month housing/treatment program.

With the proposed project, ERC will spread out its programs across the subject properties and reduce the number of residents living at the east subject properties.

This will shift ERC's "center of gravity" away from the single family areas to the east while also allowing for living quarters more appropriate to families including dwellings for mothers with more than one child. Without the rezone, ERC is limited in its ability to adapt its services to community needs and market conditions. Purchasing new property elsewhere would make the proposed project cost-prohibitive to develop and to operate. (Supports Location Criteria 1, 2 and 6)

The area is well-supported by public facilities and services including utilities (water, sewer, storm water). A 30" sanitary sewer runs along the east side of Summit Avenue and a 12" sanitary sewer runs along the alley west of the west subject properties. A 6" water mains runs along the east side of Summit and a 3" water main runs along the west side of Summit. The City also recently installed separate storm water infrastructure in the neighborhood. (Supports Location Criteria 3).

The subject properties' location near Everett Avenue, which is a major arterial, and I-5 make it accessible to police and fire services. The neighborhood's network of alleys provides added accessibility for emergency services. The properties are also well served by transit. North and westbound bus stops for Everett Transit Route 4 are located within .2 miles. North and southbound stops for Everett Transit Route 29 are located within .4 miles. The site is also well served by pedestrian infrastructure with sidewalks on both sides of Summit Avenue that connect to the city's larger network of sidewalks. (Supports Location Criteria 3 and 5).

The subject properties are located within 1000' of the Comprehensive Plan's Metropolitan Center and are in walkable proximity to a wide range of cafes, restaurants and other informal recreation opportunities. The subject properties are also located near several parks and recreational spaces including a designated Bike Lane that loops north around the City (within 500'), Riverside Park (within 1000'), Judd Black Park (within 2000') and Garfield Park (within 3000'). The Snohomish river front is also within a mile of the site. However, please note that residents would not leave the Summit Campus unsupervised except for daily walks with their infants and children around the immediate neighborhood. (Supports Location Criteria 3 and 5).

Traffic impacts due to the proposed designation will be minimal. ERC anticipates little to no increase in overall staff numbers and residents of the proposed project are not permitted to have cars. Parking for staff will continue to be provided in the existing spaces at 2601 Summit Ave and at 3501 Everett, which ERC also owns. There are 39 existing spaces between these two locations. If necessary, spaces may be added at the west properties but likely fewer than if the west properties were in single family use. (Supports Location Criteria 5).

As part of the proposed project, ERC plans to vacate Summit Avenue from the subject properties to Everett Avenue. ERC also plans to vacate two portions of alleys that abut the subject properties. These include the alley north of 3409 and 3417 Everett Avenue that abuts the west subject properties and the alley north of 3501 Everett Avenue that

abuts the east subject properties. The vacated Summit Avenue will be converted to passive and active open space and pedestrian access to the subject properties will continue to be via Summit Avenue. Vehicular access to the expanded Summit campus will be via Harrison Avenue and the alley between Summit and Harrison Avenues. Parking for the subject properties will continue to be located at the existing parking lots along the alley at 2601 Summit Avenue. The effect of the vacation, if approved, will be to create a more inviting pedestrian environment at the subject properties and to limit vehicular use in the same area. (Supports Location Criteria 8).

The development agreement restrictions described above will ensure the proposed project and any future development is compatible with the residential neighborhood. With the restrictions, building heights at the east properties would be consistent with RS-2 building heights proposed through the City's Rethink Zoning process. Buildings heights at the west properties would be consistent with building heights at the adjacent commercial properties per Rethink Zoning. With lower building heights, the east subject properties will function as a transitional zone between the west subject properties and single family areas to east. (Location Criteria 4, 8)

The west properties have a unique land use context: they are bound by the I-5 corridor to the north and west, a long-standing commercial use to the south and ERC's well-established institutional use to the east. The next nearest neighbor is a long-established church institutional use located northeast of the west subject properties. ERC's existing Summit Campus and the church are located in the single family zone and their uses are allowed through Special Property Use permits. As a result, the west subject properties are quite separate from the single family uses. Given this context, higher height limits at the west property are appropriate and would lead to more efficient land use across the subject properties without any meaningful impact on the nearby single family uses. (Location Criteria 4, 7 and 8)

The use and building size restrictions would allow for ERC's current and improved services while codifying protections against speculative development in the future. This will ensure that future uses and building sizes are not incompatible with the single family areas north and east of the site. (Location Criteria 8)

ERC's existing buildings at 2601 Summit Avenue will serve as the model for new buildings at the subject property. The scale and character of the 2601 Summit Avenue buildings were reviewed through Special Use Permits in the 1980s and 1990s to be compatible with the surrounding residential areas. New buildings at the west subject properties will be designed to complement the existing campus with similar scale and exterior materials to ensure minimal visual impacts on the residential areas. (Location Criteria 4)

ERC has no plans to redevelop the east properties but the rezone will allow for a less burdensome permit process as ERC shifts some of its services to the west properties. This will make it more efficient and cost-effective for ERC to adapt its services across

the expanded Summit campus. If there are concerns about the rezone at the east properties or the size of the rezone, ERC is open to limiting the rezone to the west properties only.

Evergreen Recovery Centers' long-standing presence in the neighborhood and track record of helping individuals with special needs is well documented in five Special Property Use permits for 2601 Summit Avenue dating from 1972. The proposed land use designation supports the comprehensive plan location criteria to rezone for specific, targeted uses that integrate well with and improve the surrounding community and neighborhood.

In addition, the proposed land use designation would better align with current actual uses and context. It would also recognize an irregular land use condition as an opportunity to improve vital social services in a neighborhood where the use is already well-established and in a way that will not impact nearby single family uses. This supports the following Comprehensive Plan Sections:

- Chapter 2, IV C 2.1-Policy 2.1.6: Hospitals and many clinics in Everett have located in residential areas either prior to any zoning regulations or under previous zoning codes. Protect established residential neighborhoods from further encroachment by hospitals, clinics and other related medical activities and limit such uses to those residentially zoned areas where such uses are already well established.
- Chapter 2, IV C 2.1-Policy 2.1.8: Require development, expansion and remodeling of hospital and clinic facilities to be visually compatible with and minimize the parking and traffic impacts upon established residential areas.
- Chapter 2, IV C 2.2-Policy 2.2.2: Discourage speculative rezoning and require, where necessary, proposed new commercial designations to be based upon a binding plan that integrates well with and improves the surrounding commercial area and adjoining neighborhoods.
- Chapter 2, IV C 2.8- Policy 2.8.2: "Hard to site" facilities shall be located so as to provide the necessary service to the intended users of the facility with the least impact on surrounding land uses. Only sites that are located so as to promote compatibility with other existing or planned land uses shall be allowed for such uses.

With more than 25 years' experience in treating pregnant and parenting mothers in Everett, ERC has evidence that its services improve the health and stability of at-risk mothers and their children. The proposed land use designation will allow ERC to better serve pregnant and parenting mothers in recovery and, as important, more of their children who are often in foster care because of the small size of current rooms. The proposed designation will further the comprehensive plan goal of supporting housing supply for people with special needs in a way that has little or no impact on nearby single family uses. This supports Location Criteria 6 and the following Comprehensive Plan Sections:

- **Chapter 4, IV A. Housing types and opportunities: Policy 4.1.11 Support reasonable housing accommodation for people with special needs in all areas, and avoid concentrations of such housing while protecting residential neighborhoods from adverse impacts. See policies 4.8.1 – 4.8.10.**
- **Chapter 4, IV H. Subsidized Housing- Low Income and Special needs populations: Objective 4.8 The City shall continue to support housing programs that increase the supply of housing for low-income households and special needs populations. For purposes of developing housing programs to implement these policies, the City shall use the definitions established by the Department of Housing and Urban Development for "affordable housing," "extremely low income," "very low-income housing," "low-income housing," "moderate income housing" and "middle-income housing." For purposes of developing housing programs to implement these policies, housing for special needs populations shall be defined as: Affordable housing for persons that require special assistance for supportive care to subsist or achieve independent living, including but not limited to persons that are elderly and frail elderly, developmentally disabled, mentally ill, physically disabled, homeless, people in recovery from chemical dependency, persons living with HIV/AIDS, survivors of domestic violence, and youth at risk.**

Evergreen Recovery Centers' long history in the neighborhood attests to its role as an integral partner with the City and County in efforts to support individuals with special needs. The proposed land use designation is a low-cost way for the City to amplify ERC's capacity to provide high quality social services including short term housing for this special needs population. This supports Comprehensive Plan Sections:

- **Comp Plan Policy 4.8.5 Work with social service and nonprofit agencies to effectively provide the services required for low-income households and special needs populations, within the financial capabilities of the city.**
 - **Comp Plan Policy 4.8.6 Review existing programs and/or establish new programs for assisting low income households and special needs populations to afford safe and decent housing, within the financial capabilities of the city.**
- 2) Have circumstances related to the subject property and the area in which it is located changed sufficiently since the adoption of the Land Use Element to justify a change to the land use designation? If so, the circumstances which have changed should be described in detail to support findings that a different land use designation is appropriate.

Response: Circumstances have not changed significantly since 1989 when the current zoning code was adopted but circumstances at the subject properties have changed significantly since the 1960s. These changes include, in the 1960s, construction of the I-5 corridor north and west of the subject properties and, in the 1970s, establishment of

institutional uses through Special Property Use permits at the east subject properties and at a church institutional use north of the subject properties.

Until the mid-1960s the subject properties were part of an uninterrupted stretch of single family homes. (See Exhibits A and B, 1955 Sandborn Maps). This area, the Riverside neighborhood, was established in the 1890s and thrived through the early 20th century. Construction of the I-5 corridor in the 1960s created a large physical barrier that cut the neighborhood into two distinct parts. (See Exhibit A, Riverside Neighborhood Map, 2020). The west subject properties were directly affected by construction of the interstate. All four development sites in the west subject properties directly abut I-5. Two of these sites were in the path of I-5. Portions of these two sites were acquired by the state through eminent domain. As a result, these two sites became non-conforming according to the land use code. The proximity to I-5 also rendered the west subject properties much less hospitable to single family use due to traffic noise and the visual impact of the interstate structure.

In the 1970s, The City approved a Special Property Use permit for Kingdom Hall, an institutional church use located at 2530 Harrison Avenue north of the east subject properties. In 1972, the City also approved a Special Property Use permit for Evergreen Manor, an institutional use for recovery services, located at the east subject properties. In 1980s and 1990s, the City approved four expansions of Evergreen Manor's SPU to improve and expand its services. Evergreen Manor is now known as Evergreen Recovery Centers.

These unique circumstances, in conjunction with long-standing commercial zoning south of the site, make the subject properties more suited to commercial and institutional uses. I-5 is a looming presence to the north and west. The institutional uses at Kingdom Hall and Evergreen Recovery Centers serve as a buffer to the more intact portions of the Riverside neighborhood starting along Harrison and north of 26th Avenue. The proposed land use designation would better align zoning at the subject properties with current uses and context. It would also do so in a way that would not impact nearby single family uses.

- 3) Are the assumptions on which the land use designation of the subject property is based erroneous, or is new information available which was not considered at the time the Land Use Element was adopted that justify a change to the land use designation? If so, the erroneous assumptions or new information should be described in detail to enable the Planning Commission and City Council to find that the land use designation should be changed.**

Response: No, the assumptions were not erroneous. However, to the applicant, it appears that conditions at the subject properties are more granular and specific than City-wide zoning could account for. Based on a review of the City's zoning map, there do not appear to be any other instances along the I-5 corridor where single family zoning is "landlocked" by the I-5 corridor and commercial and institutional uses. The

proposed designation would encourage more appropriate and efficient land use for the subject properties without impacting the nearby single family uses.

- 4) Does the proposed land use designation promote a more desirable land use pattern for the community as a whole? If so, a detailed description of the qualities of the proposed land use designation that make the land use pattern for the community more desirable should be provided to enable the Planning Commission and City Council to find that the proposed land use designation is in the community's best interest.

Response: Yes. The proposed land use designation would promote a more desirable land use pattern for the community as a whole. It would ratify a long-standing institutional use and transform single family parcels compromised by I-5 corridor construction into an opportunity for expanded social services in a way that would not meaningfully change the character of the neighborhood or otherwise impact the single family uses north and east of the subject properties. The proposed land use designation will allow for more efficient use of the subject properties. It will also allow the city to inexpensively support services for special needs populations by a well-regarded and long-established provider.

- 5) Should the proposed land use designation be applied to other properties in the vicinity? If so, the reasons supporting the change of several properties should be described in detail. If not the reasons for changing the land use designation of a single site, as requested by the proponent, should be provided in sufficient detail to enable the Planning Commission and City Council to find that approval as requested does not constitute a grant of special privilege to the proponent or a single owner of property.

Response: No, the proposed designation should not be applied to other properties in the vicinity. The subject properties are a special situation as outlined above. Evergreen Recovery Centers serves a unique role in the community. Its programs provide multi-faceted community benefits that reduce the obligations of other community and social service providers including law enforcement, crisis services, health care, social services, criminal justice systems and housing providers. The proposed designation will allow for improvement of ERC's services at no cost to the City. This proposed designation supports the City's comprehensive plan goal to locate "hard to site" uses with the least impact on surrounding land uses and in a way that promotes compatibility with other existing land uses.

- 6) What impacts would the proposed change of land use designation have on the current use of other properties in the vicinity, and what measures should be taken to assure compatibility with the uses of other properties in the vicinity?

Response: The proposed land use designation will minimize the presence of Evergreen's current programs on single family areas to the north and east. The proposed designation will allow ERC to spread its programs across the subject

properties, which will shift ERC’s “center of gravity” away from the single family areas. ERC has been a sensitive and compatible neighbor for decades. The ability to spread out its services will allow Evergreen to continue its stewardship while better serving adults and children with special needs.

- 7) Would the change of the land use designation sought by the proponent create pressure to change the land use designations of other properties in the vicinity? If so, would the change of land use designation for other properties be in the best long term interests of the community in general?

Response: No, the proposed land use designation would not create pressure to change other designations in the vicinity. As outlined above, the subject properties are a special situation. The proposed designation recognizes this unusual context as an opportunity to improve vital social services in a cost-effective, efficient way and without meaningful impact on adjacent single family areas.

Rezone

Rezoning can be either non-project or development agreement rezoning. In order to better understand the differences between the two rezoning processes, it is advised that you speak with Long Range Planning staff in advance of responding to this section.

- 1) Which rezoning type are you seeking?

Response: Development agreement rezoning

- 2) Address your vision for how the subject property or properties would be used if the rezoning were approved, and how the request, if granted, would benefit the City of Everett and its citizens.

Rezoning Vision: Evergreen Recovery Centers’ Summit Campus

Evergreen Recovery Centers has received State and private capital funding to improve its services for pregnant and parenting mothers at the subject properties.

If the rezoning is approved, ERC plans to develop a new facility at the west subject properties as a companion to its 2601 Summit Avenue campus located across the street at the east subject properties. The new facility will include two multi-family residential buildings and an integrated therapeutic daycare for children living at the expanded Summit campus.

The residential buildings will be designed to incorporate an innovative program to allow infants going through neonatal withdrawal to be discharged with the mother rather than being separated for the first four to six weeks of their lives. ERC is working with the developers of this model at Yale and Dartmouth to create the first

treatment center in the US to adapt this painful process for infants to a warm, non-addictive approach where “mom is the medicine.” The new facility will create a supportive environment where new moms continue their treatment and recovery at ERC while keeping their infants with them and/or maintaining intact families or having custody returned to them due to their progress in recovery.

Each residential building will be ±8,500 square feet and will include 16-18 dwelling units. Each residential building will have support staff offices, common kitchen, lounges, dining room, library/media room, classrooms, and exercise/play areas for mothers and children. Outdoor areas around the buildings will be landscaped and programmed for active and passive recreation for use solely by mothers and children living at ERC’s Summit campus. ERC anticipates serving a maximum of 16 mothers and their children in each building at any given time.

The therapeutic daycare will solely serve children living at ERC’s Summit campus. The daycare will focus on helping the infants catch up on developmental delays; and provide training and a nurturing environment to break the cycle of intergenerational dysfunction. The daycare will be ±5,000 square feet and will serve a maximum of 35-40 children at any given time.

With the new facility, ERC will spread out its programs and reduce the number of residents living at the east subject properties. This will allow for more hospitable living arrangements throughout its campus including larger family-sized dwelling units and an opportunity to create a small unit for adolescent pregnant and parenting mothers—currently unserved in the community because of lack of a facility.

Parking for staff will continue to be provided in the existing parking lots at the east subject properties. If needed, a small amount of additional parking may also be provided at the new facility. Residents of the proposed project are not permitted to have cars.

Rezone Community Benefit

With more than 25 years’ experience in treating pregnant and parenting mothers in Everett, ERC has evidence that its programs improve the health and stability of at-risk mothers and their children. ERC provides services, housing, support and hope to families and communities through its 6-month housing/treatment program.

Mothers who receive services at ERC are primarily from Everett and the North Sound area and over half the residents are in recovery from opiate addiction. They are part of a pattern of intergenerational substance abuse and family dysfunction. They were once themselves neglected and abused children in our community.

- **88% of mothers had parents who abused alcohol/drugs.**
- **65% were physically/sexually abused as a child.**
- **25% were involved in foster care as a child.**
- **35% did not finish high school.**

There is a multidimensional community benefit to improving ERC's capacity and enhancing its facilities to provide unique neonatal care onsite with the mother. Evergreen Recovery Centers provides critical housing and services to a population that consumes a great deal of time from law enforcement, crisis services, health care, social services, criminal justice systems and housing providers. With the rezone and proposed project, our primary goals are:

- **Eliminate long waiting lists for mothers with more than one child (now 3 months or more to obtain room in the program),**
- **Mothers will be able to immediately bring all their young children to live with them at the treatment center, keeping family units intact.**
- **Mothers in need of our services can be transferred by local hospitals immediately after birth, with the infant, increasing positive outcomes.**
- **Newborns will be kept with the mother in a highly nurturing environment rather than placed on morphine (the current treatment for infants born to mothers who are using prescribed opiate recovery medications) and sent alone to a perinatal program to withdraw from the morphine over 6 weeks.**
- **Onsite play areas, both indoors and outdoors, will be improved and Evergreen will be able to provide specialized infant accommodations, thus facilitating early release from crowded neonatal hospital units.**

After completion of services, the mothers become self-sufficient and strong parents in addition to improving their own emotional and physical health:

- **85% of their children are living with the mothers and out of foster care.**
- **75% are abstinent from alcohol and drugs for at least 6 months.**
- **68% are using family planning regularly.**
- **56% are enrolled in college or completed their GED.**
- **100% of mothers receive concurrent mental health service to address co-occurring depression, anxiety and impacts of childhood abuse and trauma.**
- **Infants and children in residence catch up to normal developmental benchmarks as a result of the developmental services provided by Evergreen Recovery Centers.**

Evergreen Recovery Centers is excited about expanding its capacity and supporting mother-child bonding during these critical first months of life, and ultimately, breaking the cycle of addiction with the preventive services this unique program for young families offers.

EVERGREEN RECOVERY CENTERS' SUMMIT CAMPUS
COMPREHENSIVE PLAN AMENDMENT AND REZONE APPLICATION
NOTIFICATION LIST OF PROPERTY OWNERS WITHIN 500'

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00516864202900	2712 SUMMIT AVENUE LLC	7750 E NOPAL	7750 E NOPAL AVE		MESA	AZ	85209
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00516859300900	LOT 350 LLC	14645 NE 13TH	14645 NE 13TH PL		BELLEVUE	WA	98007
00516858002500	FOOS ROBERT & JANICE	21505 89TH	21505 89TH AVE W		EDMONDS	WA	98020
00516858002600	FOOS ROBERT & JANICE	21505 89TH	21505 89TH AVE W		EDMONDS	WA	98020
00483559502200	EVERGREEN RECOVERY CENTERS		PO BOX 12598		EVERETT	WA	98026
00516859502200	EVERGREEN RECOVERY CENTERS		PO BOX 12598		EVERETT	WA	98026
00483557800600	HASHIMOTO SCOTT H & LORI L	14004 ASH WAY	14004 ASH WAY		LYNNWOOD	WA	98037
00516859301900	MATACHICA LLC	26103 NE 25TH	26103 NE 25TH ST		REDMOND	WA	98053
00483557800101	WILTSHIRE H JOHN GABINA	3332 NASSAU	3332 NASSAU ST		EVERETT	WA	98201
00483557800102	NASH ADRIANNE N/WOODING	3303 26TH ST	3303 26TH ST		EVERETT	WA	98201
00483557800300	ECKBERG DANNY	2525 STATE ST	2525 STATE ST		EVERETT	WA	98201
00483557802400	CARBAUGH / PETERSEN	2516 HIGHLAND	2516 HIGHLAND ST		EVERETT	WA	98201
00483557802500	WALTHER BLAIR	2518 HIGHLAND	2518 HIGHLAND AVE		EVERETT	WA	98201
00483559502400	EVERGREEN MANOR INC	2601 SUMMIT	2601 SUMMIT AVE		EVERETT	WA	98201
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00515057902000	DOOLITTLE JOHN L & KIMBERLY E	2507 HIGHLAND	2507 HIGHLAND ST		EVERETT	WA	98201
00515657802100	BROWN DELAINEY N	2510 HIGHLAND	2510 HIGHLAND AVE		EVERETT	WA	98201
00515657802300	CARBAUGH/PETERSEN	2516 HIGHLAND	2516 HIGHLAND ST		EVERETT	WA	98201
00516858000700	JOSEPHSON MARTHA E	2711	2711 CALIFORNIA ST		EVERETT	WA	98201
00516858001700	STEWART JEFFREY B/CALLIE A	2502 HARRISON	2502 HARRISON AVE		EVERETT	WA	98201
00516858002100	GUNNETTE NICOLE R	2512 HARRISON	2512 HARRISON		EVERETT	WA	98201
00516858002700	ELLISON KERRY V	2522 HARRISON	2522 HARRISON AVE		EVERETT	WA	98201
00516858100600	HUANG ALVIN/JIE YING	2517 HARRISON	2517 HARRISON AVE		EVERETT	WA	98201
00516858100800	MILLER LISA S	2515 HARRISON	2515 HARRISON AVE		EVERETT	WA	98201
00516859300700	EVANS MATT	2617 HARRISON	2617 HARRISON AVE		EVERETT	WA	98201
00516859300800	RAINWATER DOMINIC M	2615 HARRISON	2615 HARRISON AVE		EVERETT	WA	98201
00516859301400	UNDERWOOD MARJORIE F	2601 HARRISON	2601 HARRISON AVE		EVERETT	WA	98201
00516859301600	SMITH BEN C/LAURIE	2602	2602 CLEAVELAND AVE		EVERETT	WA	98201
00516859302000	TEPKE MARY E	2610	2610 CLEVELAND AVE		EVERETT	WA	98201
00516859302100	CASEY JESSICA P	2612	2612 CLEVELAND AVE		EVERETT	WA	98201
00516859302200	RAMIREZ JUAN E	2614	2614 CLEVELAND		EVERETT	WA	98201
00516859400401	EVERGREEN MANOR	2601 SUMMIT	2601 SUMMIT AVE		EVERETT	WA	98201
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EVERGREEN RECOVERY CENTERS' SUMMIT CAMPUS
COMPREHENSIVE PLAN AMENDMENT AND REZONE APPLICATION
NOTIFICATION LIST OF PROPERTY OWNERS WITHIN 500'

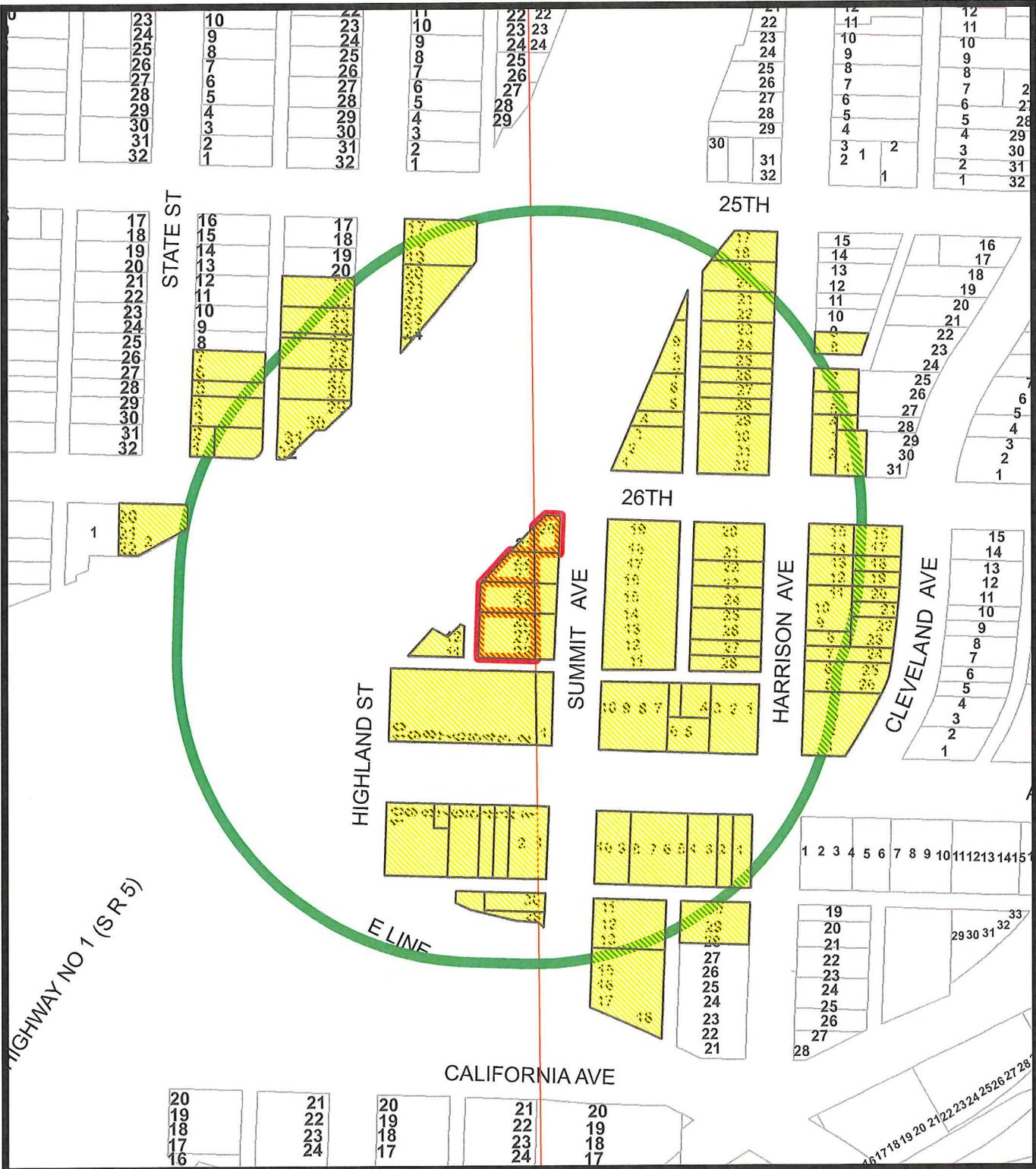
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00516859400602	EVERGREEN MANOR	2601 SUMMIT	2601 SUMMIT AVE		EVERETT	WA	98201
00516859401100	EVERGREEN MANOR	2601 SUMMIT	2601 SUMMIT AVE		EVERETT	WA	98201
00516859402200	AVILEZ-PINA MARIA/AYALA-	2606 HARRISON	2606 HARRISON AVE		EVERETT	WA	98201
00516859402500	FISHER MATTHEW	2612 HARRISON	2612 HARRISON AVE		EVERETT	WA	98201
00516859402700	MATHEWSON DANIEL	2616 HARRISON	2616 HARRISON AVE		EVERETT	WA	98201
00516859402800	FUELL LOREN/PERRY SARA	2618 HARRISON	2618 HARRISON AVE		EVERETT	WA	98201
00516859502400	EVERGREEN MANOR INC	2601 SUMMIT	2601 SUMMIT AVE		EVERETT	WA	98201
00516859502600	EVERGREEN MANOR	2601 SUMMIT	2601 SUMMIT AVE		EVERETT	WA	98201
00516864200100	RIDDELL COMMERCIAL	2231 LOMBARD	2231 LOMBARD AVE		EVERETT	WA	98201
00516864203001	M E B MFG CO	3410 EVERETT	3410 EVERETT AVE		EVERETT	WA	98201
00562564300200	MILLER WILLIAM R	3520 EVERETT	3520 EVERETT AVE		EVERETT	WA	98201
00562564300300	MILLER WILLIAM R	3520 EVERETT	3520 EVERETT AVE		EVERETT	WA	98201
00516858000100	NORTH CONGREGATION OF	1321	1321 ROCKEFELLER AVE		EVERETT	WA	98201-1683
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00516858002900	NORTH CONGREGATION OF	1321	1321 ROCKEFELLER AVE		EVERETT	WA	98201-1683
00483557800500	HIX BRUCE	2523 STATE ST	2523 STATE ST		EVERETT	WA	98201-3253
00516858100101	OLSON ARVIENE	3609 26TH ST	3609 26TH ST		EVERETT	WA	98201-3301
00516859301800	PAMPLONA JOEL RINCON & CRUZ-	2606	2606 CLEVELAND AVE		EVERETT	WA	98201-3304
00516859402000	CULL MICHAEL & CANDACE	2602 HARRISON	2602 HARRISON AVE		EVERETT	WA	98201-3308
00516859402300	WHITT KRISTINA	2610 HARRISON	2610 HARRISON AVE		EVERETT	WA	98201-3308
00516858100400	MILLER JAMES D	2521 HARRISON	2521 HARRISON AVE		EVERETT	WA	98201-3349
00516858100500	JAMES DAVID MILLER TRUSTEE OF	2521 HARRISON	2521 HARRISON AVE		EVERETT	WA	98201-3349
00516858002800	TAYLOR MARA L	2524 HARRISON	2524 HARRISON AVE		EVERETT	WA	98201-3350
00516859400100	EVERGREEN MANOR	3515 EVERETT	3515 EVERETT AVE		EVERETT	WA	98201-3816
00562564300100	MILLER WILLIAM	3520 EVERETT	3520 EVERETT AVE		EVERETT	WA	98201-3817
00516859300100	EVERETT RIVERSIDE LLC	5019	5019 CLAREMONT WAY		EVERETT	WA	98203-3321
00516864200400	SHUH LEASING LLC	5019	5019 CLAREMONT WAY		EVERETT	WA	98203-3321
00516864200500	SHUH LEASING LLC	5019	5019 CLAREMONT WAY		EVERETT	WA	98203-3321
00516864200701	SHUH LEASING LLC	5019	5019 CLAREMONT WAY		EVERETT	WA	98203-3321
00516864200702	SHUH LEASING LLC	5019	5019 CLAREMONT WAY		EVERETT	WA	98203-3321
00515057901700	LEE JASON	10620 21ST PL	10620 21ST PL W		EVERETT	WA	98204-3667
00483559500200	SHAFFER JAMES P & GRETCHEN C	PO BOX 1213	PO BOX 1213		EVERETT	WA	98206
00483559502000	EVERGREEN RECOVERY CENTERS		PO BOX 12598		EVERETT	WA	98206

EVERGREEN RECOVERY CENTERS' SUMMIT CAMPUS
COMPREHENSIVE PLAN AMENDMENT AND REZONE APPLICATION
NOTIFICATION LIST OF PROPERTY OWNERS WITHIN 500'

parcel_number	org_name	line_1_2	line_1	line_2	city	code_table_cd	zip_postal_code
00516859502001	EVERGREEN RECOVERY CENTERS		PO BOX 12598		EVERETT	WA	98206
00516864300500	ETJ LLC	PO BOX 1029	PO BOX 1029		EVERETT	WA	98206-1029
00516864301100	ETJ LLC	PO BOX 1029	PO BOX 1029		EVERETT	WA	98206-1029
00516864301400	ETJ LLC	PO BOX 1029	PO BOX 1029		EVERETT	WA	98206-1029
00562564302800	ETJ LLC	PO BOX 1029	PO BOX 1029		EVERETT	WA	98206-1029
00516859500100	SHAFFER JAMES P	PO BOX 1213	PO BOX 1213		EVERETT	WA	98206-1213
00483559702000	GARCES CARLOS	3427 GORIN	3427 GORIN DRIVE		EVERETT	WA	98208
00516858100102	GREENWOOD ELISABETH		P.O. BOX 3211		EVERETT	WA	98213
00483557802900	ARBAUGH FAMILY TRUST	2206 71ST AVE	2206 71ST AVE SE		LAKE STEVENS	WA	98258
00516864200300	MONZIONZ LLC	9713 8TH ST NE	9713 8TH ST NE		LAKE STEVENS	WA	98258-9465
00516858001900	RICHARDSON GRACE	3220 71ST AVE	3220 71ST AVE NE		MARYSVILLE	WA	98270
00516859301200	RICHARDSON GRACE	3220 71ST AVE	3220 71ST AVE NE		MARYSVILLE	WA	98270
00516858000400	NORTH CONGREGATION OF	8109 49TH AVE	8109 49TH AVE NE		MARYSVILLE	WA	98270-3574
00516858002300	BROWN JAMES L	4611 FOBES RD	4611 FOBES RD		SNOHOMISH	WA	98290
00516864300900	SHAMROCK VENTURES LLC	PO BOX 2318	PO BOX 2318		SNOHOMISH	WA	98291
00516859300500	MATTHEW THOMAS RUSSELL/TRACI	14603 W LK	14603 W LK GOODWIN RD		STANWOOD	WA	98292
00516858001100	WA STATE OF PARKS & REC	PO BOX 42650	WD-894/230		OLYMPIA	WA	98504
00483557802700	HECKERT CLAUDIA J	PO BOX 627	PO BOX 627		ALLYN	WA	98524

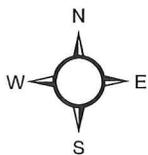
EVERGREEN RECOVERY CENTERS' SUMMIT CAMPUS
 COMPREHENSIVE PLAN AMENDMENT AND REZONE APPLICATION
 NOTIFICATION LIST MAP

EvergreenMap



Township: 29 Range: 5 Section: 20

-  Parcels
-  Selected Parcels
-  Parcel(s) of Interest
-  Mailing Radius (500 feet)
-  PLSS Grid



Snohomish County disclaims any warranty of merchantability or warranty of fitness of this data (or map) for any particular purpose, either express or implied. No representation or warranty is made concerning the accuracy, currency, completeness or quality of data depicted. Any user of this data (or map) assumes all responsibility for use thereof, and further agrees to hold Snohomish County harmless from and against any damage, loss, or liability arising from any use of this data (or map).



Snohomish County

Application Provided by:
 Information Services/GIS
 Produced 12/6/2019



Project title: An Ordinance closing a special improvement project entitled "Three Acre Park, Phase 1" Fund 308, Program 006, as established by Ordinance No. 3476-16

City Council Agenda Item Cover Sheet

Council Bill #

CB 2008-45

Agenda dates requested:

Briefing

Proposed action–Sept 9, 2020

Proposed action–Sept 16, 2020

Consent

Action – Sept 23, 2020

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance

Project: Three Acre Park, Phase 1

Partner/Supplier: Shelter Holdings, LLC

Location: Various

Preceding action: Ordinance No. 3476-16, approved 1/13/16

Fund: Fund 308 – Riverfront Development

Fiscal summary statement:

The initial budget for this project was \$2,500,000. At approximately 60% design, the responsibility for constructing the project was transferred from the City to the property developer.

This closing ordinance will recognize a total of \$525,000 in costs - \$328,404 in design costs and a remaining balance transfer back to Fund 162 of \$196,596 for a total of \$525,000.

Project summary statement:

In 2016, the City began the design process for the eventual construction of a 3-acre park along Eclipse Mill Road in the Riverfront Development Area. Milestones completed while the project was under the City’s responsibility include master planning, 60% design and site preparation including the demolition and removal of a derelict crane structure.

The May 17, 2019 amendment to the Property Disposition Agreement transferred the responsibility of constructing the park to the property developer, Shelter Holdings, LLC. With construction of the park no longer a City of Everett obligation, this ordinance will close out the project and de-obligate remaining funds.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a special improvement project entitled "Three Acre Park, Phase 1" Fund 308, Program 006, as established by Ordinance No. 3476-16



ORDINANCE NO. _____

An **ORDINANCE** closing a special improvement project entitled “Three Acre Park, Phase 1” Fund 308, Program 006, as established by Ordinance No. 3476-16.

WHEREAS,

- A. The special improvement project entitled “Three Acre Park, Phase 1” Fund 308, Program 006, was established to provide for identified improvements.
- B. The purpose of the project will be accomplished by other means and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the special improvement project entitled “Three Acre Park, Phase 1” Fund 308, Program 006, as established by Ordinance No. 3476-16, be closed.

Section 2. That the final expenses and revenues for the “Three Acre Park, Phase 1” Fund 308, Program 006, are as follows:

A. Expenses	
Design, Planning and Site Preparation	\$ 328,404
Remaining Balance Transfer to Fund 162	<u>196,596</u>
Total Expenses	\$ 525,000
B. Source of Funds	
Fund 162 – Capital Improvement Program 4	\$ 525,000

Section 3. There are no financial transactions remaining.

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

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or

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

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

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

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance Creating a Special Improvement Project Entitled "Garfield Park Path Overlay and Sport Court Seal Coat Project", Fund 354, Program 067, to Accumulate all Costs for the Project

Council Bill # *interoffice use*
CB 2009-46

Agenda dates requested:

Briefing
 Proposed action 9.9,16.20
 Consent
 Action 9/23/2020
 Ordinance X
 Public hearing
 Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Ordinance

Department(s) involved:
Parks & Facilities
Administration

Contact person:
Bob Leonard

Phone number:
425-257-8335

Email:
bleonard@everettwa.gov

Initialed by:
RML
Department head

Administration

Council President

Project: Garfield Park Path Overlay and Sport Court Seal Coat

Partner/Supplier : Job Order Contracting - Construction

Location: 2300 Walnut Street, Everett, WA

Preceding action: N/A

Fund: Parks - Fund 354, Program 067 / CIP 3

Fiscal summary statement:

Funds for the Garfield Park Path Overlay and Sport Court Seal Coat Project will be allocated from the General Fund CIP 3, specifically Parks & Facilities Fund 354.

Bids for this work were solicited and opened on August 20, 2020. Two (2) bids were received and Fidalgo Paving & Construction, LLC. submitted the lowest responsive, responsible bid in the amount of \$78,507.00 including tax. Prior to the overlay work the Parks Department will spend \$5,000 towards preconstruction site improvement. Adding a 15 percent contingency to both costs, the total project cost will be \$96,033.05

Project summary statement:

Periodic renovations to Parks walking paths are necessary to keep park access functional, enjoyable for park users, and to minimize maintenance costs. The paths and basketball court have not been resurfaced for at least 15 years and currently need repair due to wear caused by long-term, heavy use.

Pre-overlay work will include root pruning to remove tree roots crossing under the paths, damaging the asphalt in several locations. The contractor will overlay the existing asphalt paths, construct ADA access to two of the existing picnic shelters and construct a small walking round-about. The basketball court will be cleaned, seal coated and re-stripped.

In compliance with the City of Everett purchasing requirements staff used the small works process to contract the work for this project. The project is planned for the fall of 2020.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a special improvement project entitled "Garfield Park Path Overlay and Sport Court Seal Coat Project", Fund 354, Program 067, to accumulate all costs for the project.



ORDINANCE NO. _____

An Ordinance Creating a special improvement project entitled “Garfield Park Path Overlay and Sport Court Seal Coat Project”, Fund 354, Program 067, to accumulate all costs for the project.

WHEREAS,

- A. The City of Everett is committed to a planned parks capital improvement program as part of the City of Everett Parks & Community Services Comprehensive Plan.
- B. The City of Everett is requesting funding approval for the utilization of Capital Improvement Program 3 (CIP-3) to renovate a sport court in the City Parks system;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 354, Program 067, and shall be entitled “Garfield Park Path Overlay and Sport Court Seal Coat Project” to accumulate all costs for the project.

Section 2. Authorization is hereby given to accumulate costs and distribute payments from Fund 354, Program 067 for the improvement project.

Section 3. Authorization is hereby granted to the Parks and Facilities Director, under direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the action authorized in this ordinance.

Section 4. The sum of \$96,033.05 is hereby appropriated to Fund 354, Program 067, “Garfield Park Path Overlay and Sport Court Seal Coat Project” as follows:

A. Estimated Project Costs	
Pre-Construction Site Improvements	\$ 5,000.00
Fildago Paving and Construction, LLC.	\$78,507.00
15% Contingency	\$12,526.05
Total Estimated Costs	<u>\$96,033.05</u>
B. Source of Funds	
Fund 354-CIP3	\$ 96,033.05
Total Estimated Funds	<u>\$ 96,033.05</u>

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



RESOLUTION NO. _____

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

Whereas the claims payable by check against the City of Everett for the period August 22, 2020 through August 28, 2020, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Government	39,553.87	101	Parks & Recreation	3,813.33
004	Administration	1,236.00	110	Library	2,998.68
009	Misc Financial Funds	181,047.71	112	Community Theater	18,500.00
021	Planning & Community Develop	90.00	114	Conference Center	3,600.00
024	Public Works-Engineering	363.47	120	Public Works-Streets	3,566.03
031	Police	9,172.12	126	MV-Equipment Replacement Re	38,365.31
032	Fire	12,356.03	146	Property Management	19,334.92
038	Facilities/Maintenance	13,357.44	152	Cum Reserve-Library	69.90
	TOTAL GENERAL FUND	\$ 257,176.64	153	Emergency Medical Services	54,822.04
			155	Capital Reserve Fund	1,620.00
			197	CHIP Loan Program	215.00
			303	PW Improvement Projects	90.00
			336	Water & Sewer Sys Improv Proj	402,886.75
			342	City Facilities Construction	0.15
			401	Public Works-Utilities	757,034.18
			402	Solid Waste Utility	1,249.15
			425	Public Works-Transit	59,386.46
			430	Everpark Garage	286.89
			440	Golf	38,214.60
			501	MVD-Transportation Services	21,704.04
			503	Self-Insurance	16,785.00
			505	Computer Reserve	22,709.16
			507	Telecommunications	3,155.66
			638	Fire Pension	5,527.54
			TOTAL CLAIMS	\$ 1,733,111.43	

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2020

Council President



RESOLUTION NO. _____

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

Whereas the claims payable by check against the City of Everett for the period August 29, 2020 through September 4, 2020, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Government	135,606.11	101	Parks & Recreation	5,306.98
003	Legal	112,782.77	112	Community Theater	40,000.00
009	Misc Financial Funds	90,968.14	119	Public Works-Street Improveme	784,926.38
024	Public Works-Engineering	3,373.49	120	Public Works-Streets	6,370.31
026	Animal Shelter	17.50	126	MV-Equipment Replacement Re	81,121.14
031	Police	10,988.05	146	Property Management	26,669.93
032	Fire	9,724.19	153	Emergency Medical Services	65.53
038	Facilities/Maintenance	141.95	156	Criminal Justice	1,317.60
			197	CHIP Loan Program	89.38
	TOTAL GENERAL FUND	\$ 363,602.20	303	PW Improvement Projects	71,829.27
			336	Water & Sewer Sys Improv Proj	326,864.05
			342	City Facilities Construction	1,627.50
			401	Public Works-Utilities	399,395.30
			425	Public Works-Transit	161,103.93
			430	Everpark Garage	23,270.30
			440	Golf	25,995.49
			501	MVD-Transportation Services	34,543.33
			503	Self-Insurance	84,081.51
			505	Computer Reserve	462.28
			637	Police Pension	8,083.80
			638	Fire Pension	33.83
			661	Claims	107,283.05
			665	Other Special Agency Funds	39,988.92
				TOTAL CLAIMS	\$ 2,594,032.01

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2020

Council President



RESOLUTION NO. _____

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

That the payroll of the employees of the City of Everett as of August 29, 2020, and checks issued September 04, 2020, 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	11,732.96	6,154.51
003	Legal	56,957.84	20,305.42
004	Administration	29,825.28	8,665.89
005	Municipal Court	49,772.74	18,893.56
007	Personnel	46,472.47	16,747.87
010	Finance	71,406.83	27,533.41
015	Information Technology	71,716.02	28,672.96
018	Communications and Marketing	5,573.60	2,800.74
021	Planning & Community Dev	51,982.64	18,193.36
024	Public Works	128,195.49	52,333.25
026	Animal Shelter	37,583.23	15,757.15
031	Police	1,005,990.23	283,572.08
032	Fire	605,054.11	170,829.14
038	Facilities/Maintenance	76,461.08	34,187.30
101	Parks & Recreation	97,779.78	44,600.83
110	Library	71,544.94	27,957.17
112	Community Theatre	3,331.60	1,443.20
120	Street	59,404.56	28,498.77
153	Emergency Medical Services	313,080.65	77,782.72
197	CHIP	8,714.94	3,407.27
198	Community Dev Block	7,290.73	2,648.85
401	Utilities	675,496.87	286,983.62
425	Transit	335,013.86	149,080.65
440	Golf	18,221.08	7,859.08
501	Equip Rental	66,119.93	28,049.51
507	Telecommunications	11,504.02	4,765.18
		<u>\$3,916,227.48</u>	<u>\$1,367,723.49</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2020.

Council President



Project title: Registered Sex Offender Address & Residency Verification Program

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Agenda dates requested:

9/16/2020

Briefing

Proposed action

Consent

Action X

Ordinance

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Agreement

Department(s) involved:

Police, Legal

Contact person:

John DeRousse

Phone number:

425-257-8408

Email:

jderousse@everettwa.gov

Initialed by:

DT

Department head

Administration

Council President

Project: RSO Address & Residency Verification

Partner/Supplier : Snohomish County

Location: City of Everett

Preceding action: Continuation of 2019/2020 agreement

Fund: 031/ Police, 156/ Criminal Justice

Fiscal summary statement:

This is a renewal agreement that will continue to allow one (1) detective from the Everett Police Department to remain assigned to the multi-jurisdictional, regional, task force to perform the address and residency verifications of registered sex offenders and kidnapping offenders. The Snohomish County will reimburse the City of Everett \$101,000 for the detective position for the term of July 1, 2020 through June 30, 2021.

Project summary statement:

The State of Washington has provided the Washington Association of Sheriffs and Police Chiefs grants to allocate to local agencies to verify the addresses and residency of all registered sex offenders and kidnapping offenders. Snohomish County, through its Sheriff's Office, has had a task force to coordinate these activities for many years and will reimburse a total of \$101,000 to the City of Everett to have one full-time detective assigned to this Task Force.

Recommendation (exact action requested of Council):

Authorize the Mayor to Sign the Interlocal Agreement with Snohomish County for sex offender address and residency verification program services, allowing the Everett Police Department to accept and utilize the funds in the amount of \$101,000.00.

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY
AND THE CITY OF EVERETT FOR SEX OFFENDER ADDRESS
AND RESIDENCY VERIFICATION PROGRAM SERVICES**

This Interlocal Agreement Between Snohomish County And The City Of Everett For Sex Offender Address And Residency Verification Program Services (the “Agreement”), is entered into by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as the “County”), and the City of Everett, a municipal corporation of the State of Washington (hereinafter referred to as the “City”).

RECITALS

- A. The Washington Association of Sheriffs and Police Chiefs (“WASPC”) has received funds from the State of Washington to provide grants to local units of government to verify the address and residency of all registered sex offenders and kidnapping offenders under RCW 9A.44.130; and
- B. Snohomish County, through its Sheriff’s Office (“SCSO”), and WASPC entered into an Interagency Agreement dated July 1, 2020 (hereinafter “Grant Contract”), whereby the County has agreed to use specified grant funds (hereinafter “Grant Funds”) to create and operate a multi-jurisdictional, regional, task force (hereinafter the “Task Force”) to coordinate selected law enforcement activities, resources, and functions to contact and verify the address and residency of sex offenders and kidnapping offenders within incorporated and unincorporated areas of Snohomish County; and
- C. Chapter 39.34 RCW permits one or more public agencies to contract with any one or more public agency to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and
- D. The City is authorized to perform each service contemplated herein; and

- E. The City desires to participate as a member of the Task Force, with Snohomish County administering task force Grant Funds, pursuant to the terms and conditions set forth in this Agreement

AGREEMENT

NOW THEREFORE, in consideration of the covenants, conditions, performances, and promises contained herein, the parties agree as follows:

1.0 TASK FORCE COMPOSITION, PURPOSE, AND TERM

- 1.1 The Task Force will be composed of law enforcement and prosecutor personnel. Its purpose is to coordinate selected law enforcement activities, resources, and functions to contact and verify the address and residency of sex offenders and kidnapping offenders within incorporated and unincorporated areas of Snohomish County.
- 1.2 This Agreement shall govern each party's participation in the Task Force beginning July 1, 2020, and continuing through June 30, 2021, unless earlier terminated or modified as provided in this Agreement. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website.

2.0 ORGANIZATION

- 2.1 The County is the administrator of this Agreement.
- 2.2 The Snohomish County Sheriff's Office Investigations Sergeant will direct all law enforcement personnel assigned to the Task Force under this Agreement or similarly executed agreements, in their operational duties.
- 2.3 The County will provide office space, including a workstation, telephone and office supplies for use by the City Officer.

- 2.4 Except as provided in Section 3.1, nothing in this Agreement shall restrict the ability of the County or the City to reassign personnel and related equipment and supplies assigned under this Agreement.

3.0 OBLIGATIONS OF CITY

- 3.1 During the term of this Agreement, the City shall employ, dedicate and assign one (1) full-time police officer ("City Officer") to the County for inclusion in the Task Force.
- 3.2 The City Officer's operational assignments will be directed by the Snohomish County Sheriff's Office Investigations Sergeant who supervises the Registered Sex Offender Unit.
- 3.3 The City Officer assigned to the Task Force pursuant to this Agreement shall remain subject to the policies, procedures and directives of the City.
- 3.4 The City agrees to make any certified assurances required by the Agreement that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Agreement and applicable state and federal laws.

4.0 BUDGET AND COMPENSATION

- 4.1 The County, through its Sheriff's Office, shall serve as the fiscal agent and manage Grant Funds, including reimbursement to participating jurisdictions. All revenues collected or generated by or for the Task Force shall be maintained by the County pursuant to law.
- 4.2 The County will reimburse the City one hundred and one thousand dollars and no cents (\$101,000.00).
- 4.3 The City will send quarterly invoices to the County equal to 25% of the total reimbursement, \$25,250.00.

- 4.4 The County will make payments within thirty (30) days from receipt of the quarterly invoice. Invoices shall be sent to Snohomish County Sheriff's Office, Fiscal Division, 3000 Rockefeller Avenue, M/S 606, Everett, WA 98201.

5.0 GENERAL ADMINISTRATION

- 5.1 The County agrees to provide WASPC with the necessary documentation to receive Grant Funds.
- 5.2 Any factual dispute between the County and the City that relates to this Agreement shall be referred for resolution to the Sheriff, or his/her designee, and the City's Mayor, or his/her designee. In the event the dispute cannot be resolved between the parties to each party's mutual satisfaction, the issue shall be submitted to mediation through the Snohomish County Dispute Resolution Center. Both parties agree to utilize this process prior to the institution of any legal action to enforce the terms and conditions of this agreement. The cost of mediation shall be borne equally by the parties.
- 5.3 The City shall provide the maximum opportunity to Minority and Women Owned Business Enterprises to participate in the performance of this Agreement.

6.0 REAL AND PERSONAL PROPERTY

All real or personal property acquired through Grant Funds or activities of the Task Force will be held by the County.

7.0 ACQUISITION AND USE OF EQUIPMENT

- 7.1 All equipment purchased with Grant Funds by the County will be held by the County.
- 7.2 All equipment purchased with Grant Funds by the City will be held by the City
- 7.3 Any equipment purchased with Grant Funds will only be used as permitted by the terms of the Grant Contract.

7.4 Upon termination of this Agreement, any equipment purchased or otherwise provided by the City will be returned to the City unless otherwise agreed by the parties.

7.5 Upon termination of this Agreement, the County will dispose of all acquired equipment in accordance with applicable federal, state and county requirements.

8.0 MODIFICATION

Each party reserves the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed with the same formality as this Agreement.

9.0 TERMINATION OF AGREEMENT

Notwithstanding any provisions of this Agreement, either party may terminate this Agreement by providing written notice of such withdrawal specifying the effective date thereof at least thirty (30) days prior to such date. The terminating party may take with it any equipment it has loaned or donated to the Task Force.

10.0 HOLD HARMLESS

10.1 The County shall save, hold harmless, indemnify and defend the City, its elected and appointed officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or County employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the County in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected or appointed officials, officers, employees or agents.

10.2 The City shall save, hold harmless, indemnify and defend the County and WASPC, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or the City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees or agents.

11.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

12.0 INTEGRATION

This Agreement constitutes the whole and entire agreement among the parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

13.0 SEVERABILITY

If any part of this Agreement is unenforceable for any reason the remainder of the agreement shall remain in full force and effect.

Dated this _____ day of _____, 2020.

“County”
SNOHOMISH COUNTY

“City”
CITY OF EVERETT

County Executive Date

City Mayor Date

By AF
Adam Fortney, Sheriff
Dated: 08-31-2020

By _____
City Clerk
Dated: _____

Approved as to form only:
[Signature]
Deputy Prosecuting Attorney

Approved as to form only:

City Attorney

Reviewed by Risk Management

Risk Manager



Project title: Lease agreements with Workforce Development Council Snohomish County at Everett Station for Youth Center (2nd Floor) and WorkSource Snohomish (3rd and 4th Floors).

City Council Agenda Item Cover Sheet

Council Bill #

Project: Workforce Lease Agreements at Everett Station

Partner/Supplier : Workforce Development Council Snohomish County

Location: Everett Station

Preceding action:

Fund: 425

Agenda dates requested:

September 16, 2020

Briefing

Proposed action

Consent X

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Parks/Cultural Arts

Real Property/Econ Dev

Contact person:

Darcie Byrd

Phone number:

425 257-7294

Email: dbyrd@everettwa.gov

Fiscal summary statement:

Workforce Development Council Snohomish County currently occupies lease space at Everett Station on the second floor for its Youth Center and the third and fourth floors for WorkSource of Snohomish County. The attached proposed lease agreements are for a lease term duration of fourteen months at the rate of \$8,508.33/month (second floor) and \$32,897.13/month (third and fourth floors).

Project summary statement:

Existing lease agreements with Workforce Development Council Snohomish County for spaces at Everett Station expired on April 30, 2020. The attached proposed lease agreements are retroactive to May 1, 2020 for a duration of fourteen months. The rental rate for the second floor space is \$25/square foot. The third and fourth floors are at the rate of \$25.50/square foot. The combined compensation for the fourteen-month term under the lease agreements is \$579,676.74.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign lease agreements with Workforce Development Council Snohomish County at Everett Station for Youth Center (2nd Floor) and WorkSource Snohomish (3rd and 4th Floors).

Initialed by:

Department head

Administration

Council President

Date: May 1, 2020

LEASE

THIS LEASE is made and entered into between City of Everett, a municipal corporation whose address is 2930 Wetmore Avenue, Suite 10-A, Everett, Washington 98201, for its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and WORKFORCE DEVELOPMENT COUNCIL SNOHOMISH COUNTY, hereinafter called the Lessee.

WHEREAS, Lessor and Lessee deem it to be in the best public interest to enter into this Lease.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

LEASED PREMISES

1. The Lessor hereby leases to the Lessee the following described premises:

Tax Parcel Number: 4390744013008

Common Street Address: 3201 Smith Avenue, Everett, Washington 98201

Approximately **4,084** square feet of office space on the second floor of a four-story building, in the building commonly known as "Everett Station" (hereinafter referred to as the "Building") and as generally shown on the attached "Exhibit A", 2nd Floor Plan at Everett Station drawing. The legal description for the building is:

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 32' 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: extension of the southeasterly line of said Lot 3, Block 759; thence southwesterly along said southeasterly line to the point of beginning.

USE

2. The premises shall be used by Lessee for the following purpose(s): office space. ("Permitted Use") and for no other purpose without the prior written consent of Lessor, which consent shall not be unreasonably withheld, Lessor's withholding of consent shall be deemed reasonable if Lessor determines that any proposed use is either (i) inconsistent with the maintenance and operation of the Building, or (ii) inconsistent with the conditions, covenants, restrictions and any reasonable Rules and Regulations to be established applicable to the Building. No act shall be done in or about the Premises that is unlawful. Lessee shall not commit any act that will increase the then existing rate of insurance (primary or excess) on the Building without Lessor's consent. Lessee shall promptly pay upon demand the amount of the increase in insurance caused by such act or acts done by Lessee. Lessee shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance or other act which disturbs the quiet enjoyment of any other tenant in the Building. Without the written consent of Lessor, Lessee shall not use any apparatus, machinery or device in or about the Premises that will cause any substantial noise, vibration or fumes. Lessee shall comply with all laws relating to its use or occupancy, of the Premises and shall observe such reasonable rules and regulations (not inconsistent with the terms of this Lease) as may be adopted and made available to Lessee by Lessor from time to time for the safety, care and cleanliness of the Premises or the Building, and for the preservation of good order therein.

TERM

3. TO HAVE AND TO HOLD the premises with their appurtenances beginning on May 1st, 2020, and terminating at midnight on June 30th, 2021, unless terminated earlier as provided for under Section 8, RENEWAL/CANCELLATION, section below. Any tenancy after the initial term shall be on a month to month basis.

RENTAL RATE

4. \$119,116.62 total amount to be paid over entire lease term period payable in monthly payment amounts of \$8,508.33. Effective straight line rental rate is \$25.00/SF for the term of this lease.

Payments shall be made at the end of each month upon submission of properly executed vouchers.

EXPENSES

5. During the term of this Lease, Lessor shall pay all applicable real estate taxes, all property assessments, insurance, storm water, water, sewer, garbage collection, and maintenance and repair as described below, together with natural gas, electricity, elevator service, exterior and interior window washing, landscape and irrigation water, and janitor service. Janitorial service includes exterior and interior window washing, restroom supplies and light bulb replacement.

5.1. Lessee's "all-in" RENTAL RATE per Section 4 above includes all costs for: electricity, janitorial service and supplies and restroom supplies to the Premises.

MAINTENANCE AND REPAIR

6. The Lessor shall maintain the premises in good repair and tenantable condition during the continuance of this Lease, except in case of damage arising from the negligence of the Lessee's clients, agents or employees. For the purposes of maintaining and repairing the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building. Lessor's maintenance and repair obligation shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters and fluorescent tubes as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; elevators (including communications systems); inside and outside walls (including windows and entrance and exit doors); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.).

6.1. Nothing in this Lease shall be construed or interpreted to impose any obligation on Lessor to maintain or repair Lessee's Trade Fixtures, personal property or furnishings. No damages, compensation or claim shall be payable by Lessor for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or the Building.

6.2. Lessor shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption, or failure of such services beyond Lessor's reasonable control to make any repairs or perform any maintenance, unless due to Lessor's negligence. No temporary interruption or failure such services incident to the making of repairs, alterations, or improvements, or due to accident strike or conditions or events beyond Lessor's reasonable control or charges in or reduction of such services shall be deemed an eviction of Lessee or relieve Lessee from any of Lessee's obligations hereunder.

ASSIGNMENT/SUBLEASE

7. The Lessee may assign this Lease or sublet the premises with the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Lessee shall not permit the use of the premises by anyone other than the Lessee, such assignee or sublessee, and the employees, agents and servants of the Lessee, assignee, or sublessee.

RENEWAL/CANCELLATION

8. This lease agreement may be renewed for three additional one (1) year terms at Lessee's option and subject to Lessor's approval. Lessee shall provide written notice to Lessor at least sixty (60) days prior to the effective date of termination of the existing term in effect of Lessee's desire to renew. Except for the rental rate which shall be negotiated for each additional term, all other terms of this Lease shall remain in full force and effect.

8.1. In the event Lessee should experience a reduction of its Federal funding or is otherwise unable to obtain legislative appropriation to support continued leasing of the premises, Lessee may terminate this Lease upon sixty (60) days written notice to Lessor.

PAYMENT

9. Any and all payments provided for herein when made to the Lessor by the Lessee shall release the Lessee from any obligation therefore to any other party or assignee of Lessor.

COMPLIANCE WITH STATE/FEDERAL LAWS

10. Lessor is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.c. 12101- 12213) and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

FIXTURES

11. The Lessee shall have the right during the existence of this Lease with the written permission of the Lessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be and remain the property of the Lessee and may be removed there from by the Lessee upon the termination of this Lease. Any damage caused by the removal of any of the above items shall be repaired by the Lessee.

ALTERATIONS/IMPROVEMENTS

12. In the event the Lessee requires alterations/improvements during the term of this Lease, any renewals and/or modifications thereof, the Lessor shall have the right to provide such services. If required by state law, the Lessor shall pay prevailing rate of wage to all workers, laborers or mechanics employed to perform such work as well as comply with the rules and regulations of the Department of Labor & Industries. If the Lessee considers Lessor's proposed costs for alterations/ improvements excessive, Lessee shall have the right, but not the obligation, to request and receive at least two independent bids; and the Lessee shall have the right at its option to select one alternative contractor whom the Lessor shall allow to provide such services for the Lessee in compliance with the Lessor's building standards and operation procedures.

PREVAILING WAGE

13. Lessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Lease when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Lease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Lease as though fully set forth herein.

DISASTER

14. In the event the leased premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Lessor(s) neglects and/or refuses to restore said premises to their former condition, then the Lessee may terminate this Lease and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Lessee during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area. Except as otherwise expressly provided by this Lease. Lessor shall not be liable to Lessee for any damages, including, but not limited to consequential damages, for all events, actions, or inaction that are beyond Lessor's reasonable control, including but not limited to, interruption or loss of business due to acts of war or terrorism, strikes or labor unrest, weather, disaster, catastrophe, flood or earthquake.

NO GUARANTEES

15. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessee unless endorsed herein in writing. And it is further understood that this Lease shall not be valid and binding, unless same has been approved by the CEO of Workforce Development Council Snohomish County or his or her designee. Any amendment or modification of this Lease must be in writing and signed by both parties.

LEGAL RELATIONS

16. Each party to this Lease shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. Each party to this Lease (Indemnifying Party) shall indemnify and defend the other party to this Lease from and against all claims asserted by persons not parties to this Lease, arising from or relating to the Indemnifying Parties breach of this Lease, negligence, intentional misconduct, or violation of law. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

REIMBURSEMENT FOR DAMAGE TO PREMISES

17. The Lessee hereby agrees to reimburse the Lessor for damages caused by the negligence of its employees, clients and agents, but in no event shall this paragraph be construed as diminishing the Lessor's duty to make repairs as set forth in preceding paragraphs of this Lease, or as making Lessee responsible for the repair of normal wear and tear.

HAZARDOUS SUBSTANCES

18. Lessor warrants to his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which if found on the property would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation. Lessee acknowledges that Lessor encountered some contaminated soils during construction of the Building as referenced in the State of

Washington's Department of Ecology letter to the City dated April 20, 1998. Lessor represents that it remedied such contaminated soils as required by existing law. Lessor shall indemnify and hold harmless the Lessee with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of any hazardous or toxic substances on the Premises, except for such substances as may be placed on the Premises by the Lessee.

Lessee shall not keep upon or about the Premises for use, disposal, treatment, generation, storage, demonstration or sale any substances that are hazardous, toxic harmful or dangerous, and/or which are subject to regulation as hazardous or toxic, dangerous, or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance (collectively referred to as "hazardous substances"). Lessee shall be responsible for any and all damages, costs, fees (including attorney's fees and costs), civil and criminal penalties, or clean-up costs assessed against or imposed as a result of Lessee's use, disposal, generation, storage, demonstration or sale of hazardous substances or that of Lessee's employees, agents or invitees. Breach of this provision shall entitle Lessor to terminate this Lease.

ADDITIONAL LEASE PROVISIONS

19. Except for those specific items identified under Sections 20-22, it is agreed that the Lessee has inspected the premises and accepts the premises "as-is" and that Lessor is not required to make any changes to the premises that is the subject of this Lease.

20. Lessor shall make all reasonable efforts to mitigate or repair those items identified on attached "Exhibit B".

21. Lessor shall install and maintain carbon monoxide detectors in the lease space.

22. Lessor shall respond to air quality complaints within 24 hours. Lessor will be responsible for performing investigation and/or testing. Lessor will be responsible for performing testing and resolution in response to any said complaints that are unresolved within a 72-hour period. Lessee shall reimburse the lessor for testing that does not reveal air quality outside safety standards.

WITHHOLDING OF RENT PAYMENTS

23. If the Lessor fails to maintain the premises the Lessee may withhold ten percent (10%) of rent payments until such time as Lessor completes deficient maintenance, repair and/or improvements that may be required. Lessee shall provide Lessor with a list of deficient maintenance, repair and/or improvement items and notify Lessor that Lessee will withhold rent payment until deficient maintenance, repair and/or improvements have been completed. Lessee shall place all withheld rent payments in an interest-bearing account. Withheld rent payments plus accrued interest will be remitted to Lessor after Lessee has verified that Lessor has satisfactorily completed all maintenance, repair and/or improvements. Nothing in this provision shall limit other remedies which may be available to Lessee under this Lease.

CONDEMNATION

24. Entire Taking

If all of the Premises, or such portions of the Premises or of the Building as may be required for the reasonable use of the Premises, are taken by eminent domain or under threat of eminent domain, this Lease shall automatically terminate as of the date title vests in the condemning authority and all Rent, Additional Rent and other payments shall be paid to that date.

24.1. Constructive Taking of Entire Premises

In the event of a taking of a material part of, but less than all of the Building, where Lessor shall reasonably determine that the remaining portions of the Building cannot be economically and effectively used by it (whether on account of physical, economic, aesthetic or other reasons). Lessor shall forward a written notice to Lessee of such determination not more than thirty (30) days after the date of taking. The term of this Lease shall expire upon such date, as Lessor shall specify in such notice but not earlier than thirty (30) days after the date of such notice.

24.2. Partial Taking

In case of taking of a part of the Premises, or a portion of the Building not required for the reasonable use of the Premises, then this Lease shall continue in full force and effect and the Rent shall be equitably reduced based on the proportion, if any, by which the floor area of the Premises is reduced, such Rent reduction to be effective as of the date title to such portion vests in the condemning authority,

24.3. Termination by Lessor

In the event that title to a part of the Building other than the Premises shall be so condemned or taken and if, in the opinion of the Lessor, the Building should be restored in such a way as to alter the Premises materially, the Lessor may terminate this Lease and the term and estate hereby granted by notifying the Lessee of such termination within sixty (60) days following the date of vesting of title, and this Lease and the term and estate hereby granted shall expire on the date specified in the notice of termination, not less than sixty (60) days after the giving of such notice, as fully and completely as if such date were the date set for the expiration of the term of this Lease, and the Rent hereunder shall be apportioned as of such date.

24.4. Awards and Damages

Lessor reserves all rights to damages to the Premises for any partial, constructive, or entire taking by eminent domain, and Lessee hereby assigns to Lessor any right Lessee may have to such damages or award, and Lessee shall make no claim against Lessor or the condemning authority for damages for termination of the leasehold interest.

Lessee shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which Lessee may be put for Lessee's moving expenses, business interruption or taking of Lessee's personal property (not including Lessee's leasehold interest), provided that such damages may be claimed only if they are awarded separately in the eminent domain proceedings and not out of or as part of the damages recoverable by Lessor.

ADVERTISING & SIGNS

25. Lessor must approve any signs in the common and public areas in advance in writing. Without Lessor's prior written consent, Lessee shall not inscribe or post, place, or in any manner display any sign, graphics, notice, picture, placard, or poster, or any advertising matter whatsoever, anywhere in or about the Premises or the Building at places visible (either directly or indirectly as an outline or shadow on a glass pane) from anywhere outside the Premises without first obtaining the Lessor's written consent thereto, which consent shall not be unreasonably withheld, provided such signs are consistent in size with the structure and consistent with the architectural and aesthetic aspects of the Building. Any such consent by Lessor shall be upon the understanding and condition that Lessee shall remove the same at the expiration or sooner termination of this Lease, and Lessee shall repair any damage to the Premises or the Building caused thereby.

LIENS

26. Lessee shall keep the Premises free from any liens arising out of any work performed and materials ordered or obligations incurred by or on behalf of Lessee or its members.

SURRENDER OF POSSESSION

27. Lessee shall promptly and peacefully surrender the premises to Lessor upon expiration or sooner termination of this Lease in as good condition as when received by Lessee from Lessor or as thereafter improved, reasonable use and wear and tear excepted.

NON-WAIVER

28. Waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant, or condition. Acceptance of Rent hereunder by Lessor subsequent to any breach shall not be a waiver of any preceding breach by Lessee, other than the failure of Lessee to pay the particular Rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such Rent.

DEFAULT

29. Default by Lessee. In the event of any breach of any provision of this Lease by Lessee, the breach shall be deemed a default entitling Lessor to the remedies set forth in 29.1., after Lessor has delivered to Lessee notice of the alleged breach and a demand that the same be remedied immediately; provided that, if the breach pertains to a matter other than the payment of rent, Lessee shall not be in default after receipt of the notice if Lessee shall promptly commence to cure the default and shall cure the default within twenty (20) days after receipt of the notice, or if the breach pertains to the payment of rent Lessee shall have seven (7) days after receipt of the notice to cure the breach; provided, however, if such default is non-monetary in nature and is not reasonably susceptible of being cured in said twenty (20) days, Lessee shall commence to cure such default within said period and diligently pursue such action with continuity to completion. If a breach has been cured within the grace periods permitted by this section it shall no longer constitute a default.

Exhibit A
See attached

26.1. Lessor's Remedies. In the event of a material default, Lessor shall be entitled to terminate this Lease and to re-enter and take possession of the property. All rights and remedies of Lessor shall be cumulative, and none shall exclude any other right or remedy allowed by law.

REMOVAL OF PROPERTY

30. Regardless of any other provisions in this Lease, Lessee shall remove all of its trade fixtures, fixtures, and personal property without damage to the Premises at the expiration or sooner termination of this Lease and shall pay Lessor any damages to the Premises or building resulting from such removal. If Lessee fails to remove any of its moveable property, trade fixtures, or fixtures upon expiration or sooner termination of this Lease, it shall become the property of the Lessor.

MONTH TO MONTH TENANCY

31. If Lessee remains in possession of the premises after the expiration or termination of the Lease term, or any extension thereof, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy, Lessee shall pay all rent provided in this Lease or such other rent as the parties mutually agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to term and option to extend.

SUBORDINATION

32. So long as Lessor has fully performed under the terms of this Lease, Lessee agrees to execute, within ten (10) days of written request by Lessor, the state's standard Tenant Estoppel and Subordination Agreements.

CAPTIONS

33. The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

OVERDUE PAYMENTS

34. Any rent or other sums payable by Lessee to Lessor under this Lease that remain unpaid after Lessee has had an opportunity to cure non-payment, shall bear interest at a rate equal to twelve percent (12%) per annum.

NOTICES

35. Wherever in this Lease written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSOR: City of Everett - Real Property Manager
3200 Cedar Street
Everett, Washington 98201

LESSEE: Workforce Development Council Snohomish County
808 134th St. SW, Suite 105
Everett, WA 98204

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

City of Everett

Workforce Development Council Snohomish County

Cassie Franklin, Mayor



Date

9/2/2020
Date

Attest: As to Form:

Sharon Fuller, City Clerk

David Hall, City Attorney

STATE OF WASHINGTON)
)ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Cassie Franklin signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the Mayor of the City of Everett, a municipal corporation, to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature of
Notary Public: _____

Printed Name: _____

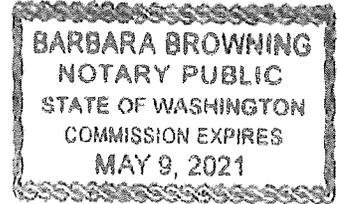
My Commission Expires: _____

STATE OF WASHINGTON)
)ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Tray Emory signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the President & CEO of Workforce Development Council Snohomish County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/2/20

Signature of Notary Public: Barbara Browning
Printed Name: Barbara Browning
My Commission Expires: 5/9/21



2nd Floor
Youth Center

Carpet needs
replaced in main
Resource area

Server em needs
to be same key

new floor
outlet needed

Reception area
not ADA height

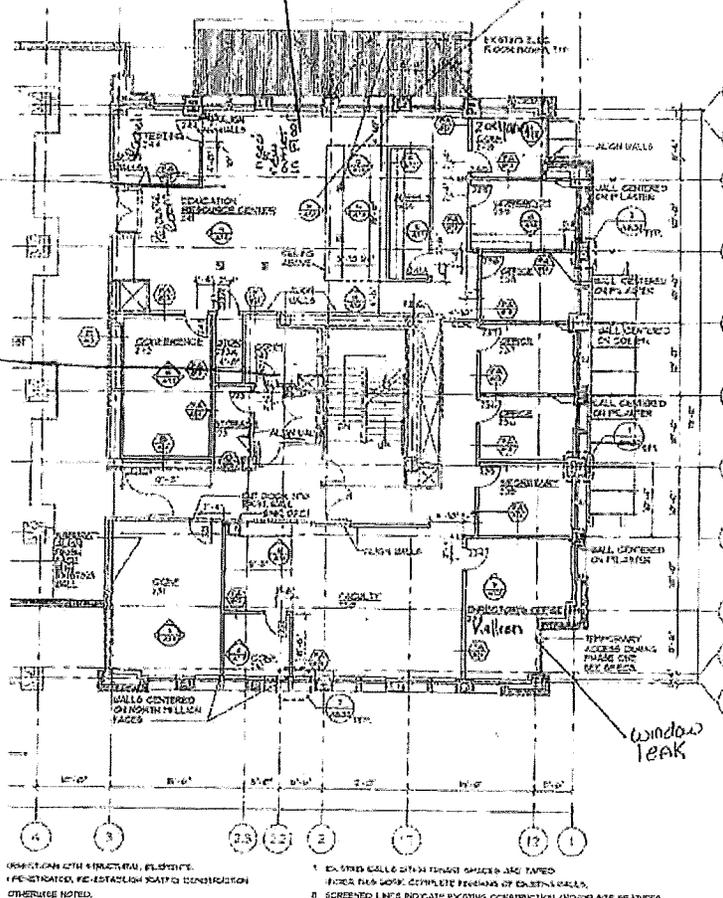


Exhibit B

Required repairs/safety items to be addressed for WorkSource Everett Lease Agreement:

- 2nd Floor: *** Electrical outlet in floor needs replacement
 Carpet need repair in front area to address trip hazard
 Server room needs to be re-keyed
 Window Leak in corner office
 Reception area counter needs to be ADA compliant - height
- Ventilation:** Air quality needs to consistently meet federal and local area standards for health and safety (Ref Lease section #22)

** see attached floor plan drawings for additional detail (Exhibit A)*

Date: May 1, 2020

LEASE

THIS LEASE is made and entered into between City of Everett, a municipal corporation whose address is 2930 Wetmore Avenue, Suite 10-A, Everett, Washington 98201, for its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and WORKFORCE DEVELOPMENT COUNCIL SNOHOMISH COUNTY, hereinafter called the Lessee.

WHEREAS, Lessor and Lessee deem it to be in the best public interest to enter into this Lease.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

LEASED PREMISES

1. The Lessor hereby leases to the Lessee the following described premises:

Tax Parcel Number: 4390744013008

Common Street Address: 3201 Smith Avenue, Everett, Washington 98201

Approximately **15,481** square feet of office space on the third and fourth floors of a four-story building, in the building commonly known as "Everett Station" (hereinafter referred to as the ' Building") and as generally shown on the attached "Exhibit A", 3rd and 4th Floor Plan at Everett Station drawing. The legal description for the building is:

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 32''' 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: extension of the southeasterly line of said Lot 3, Block 759; thence southwesterly along said southeasterly line to the point of beginning.

USE

2. The premises shall be used by Lessee for the following purpose(s): office space. ("Permitted Use") and for no other purpose without the prior written consent of Lessor, which consent shall not be unreasonably withheld, Lessor's withholding of consent shall be deemed reasonable if Lessor determines that any proposed use is either (i) inconsistent with the maintenance and operation of the Building, or (ii) inconsistent with the conditions, covenants, restrictions and any reasonable Rules and Regulations to be established applicable to the Building. No act shall be done in or about the Premises that is unlawful. Lessee shall not commit any act that will increase the then existing rate of insurance (primary or excess) on the Building without Lessor's consent. Lessee shall promptly pay upon demand the amount of the increase in insurance caused by such act or acts done by Lessee. Lessee shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance or other act which disturbs the quiet enjoyment of any other tenant in the Building. Without the written consent of Lessor, Lessee shall not use any apparatus, machinery or device in or about the Premises that will cause any substantial noise, vibration or fumes. Lessee shall comply with all laws relating to its use or occupancy, of the Premises and shall observe such reasonable rules and regulations (not inconsistent with the terms of this Lease) as may be adopted and made available to Lessee by Lessor from time to time for the safety, care and cleanliness of the Premises or the Building, and for the preservation of good order therein.

TERM

3. TO HAVE AND TO HOLD the premises with their appurtenances beginning on May 1st, 2020, and terminating at midnight on June 30th, 2021, unless terminated earlier as provided for under Section 8, RENEWAL/CANCELLATION, section below. Any tenancy after the initial term shall be on a month to month basis.

RENTAL RATE

4. \$460,559.82 total amount to be paid over entire lease term period payable in monthly payment amounts of \$32,897.13. Effective straight line rental rate is \$25.50/SF for the term of this lease.

Payments shall be made at the end of each month upon submission of properly executed vouchers.

EXPENSES

5. During the term of this Lease, Lessor shall pay all applicable real estate taxes, all property assessments, insurance, storm water, water, sewer, garbage collection, and maintenance and repair as described below, together with natural gas, electricity, elevator service, exterior and interior window washing, landscape and irrigation water, and janitor service. Janitorial service includes exterior and interior window washing, restroom supplies and light bulb replacement.

5.1. Lessee's "all-in" RENTAL RATE per Section 4 above includes all costs for: electricity, janitorial service and supplies and restroom supplies to the Premises.

MAINTENANCE AND REPAIR

6. The Lessor shall maintain the premises in good repair and tenantable condition during the continuance of this Lease, except in case of damage arising from the negligence of the Lessee's clients, agents or employees. For the purposes of maintaining and repairing the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building. Lessor's maintenance and repair obligation shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters and fluorescent tubes as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; elevators (including communications systems); inside and outside walls (including windows and entrance and exit doors); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.).

6.1. Nothing in this Lease shall be construed or interpreted to impose any obligation on Lessor to maintain or repair Lessee's Trade Fixtures, personal property or furnishings. No damages, compensation or claim shall be payable by Lessor for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or the Building.

6.2. Lessor shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption, or failure of such services beyond Lessor's reasonable control to make any repairs or perform any maintenance, unless due to Lessor's negligence. No temporary interruption or failure such services incident to the making of repairs, alterations, or improvements, or due to accident strike or conditions or events beyond Lessor's reasonable control or charges in or reduction of such services shall be deemed an eviction of Lessee or relieve Lessee from any of Lessee's obligations hereunder.

ASSIGNMENT/SUBLEASE

7. The Lessee may assign this Lease or sublet the premises with the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Lessee shall not permit the use of the premises by anyone other than the Lessee, such assignee or sublessee, and the employees, agents and servants of the Lessee, assignee, or sublessee.

RENEWAL/CANCELLATION

8. This lease agreement may be renewed for three additional one (1) year terms at Lessee's option and subject to Lessor's approval. Lessee shall provide written notice to Lessor at least sixty (60) days prior to the effective date of termination of the existing term in effect of Lessee's desire to renew. Except for the rental rate which shall be negotiated for each additional term, all other terms of this Lease shall remain in full force and effect.

8.1. In the event Lessee should experience a reduction of its Federal funding or is otherwise unable to obtain legislative appropriation to support continued leasing of the premises, Lessee may terminate this Lease upon sixty (60) days written notice to Lessor.

PAYMENT

9. Any and all payments provided for herein when made to the Lessor by the Lessee shall release the Lessee from any obligation therefore to any other party or assignee of Lessor.

COMPLIANCE WITH STATE/FEDERAL LAWS

10. Lessor is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.c. 12101- 12213) and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

FIXTURES

11. The Lessee shall have the right during the existence of this Lease with the written permission of the Lessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be and remain the property of the Lessee and may be removed there from by the Lessee upon the termination of this Lease. Any damage caused by the removal of any of the above items shall be repaired by the Lessee.

ALTERATIONS/IMPROVEMENTS

12. In the event the Lessee requires alterations/improvements during the term of this Lease, any renewals and/or modifications thereof, the Lessor shall have the right to provide such services. If required by state law, the Lessor shall pay prevailing rate of wage to all workers, laborers or mechanics employed to perform such work as well as comply with the rules and regulations of the Department of Labor & Industries. If the Lessee considers Lessor's proposed costs for alterations/ improvements excessive, Lessee shall have the right, but not the obligation, to request and receive at least two independent bids; and the Lessee shall have the right at its option to select one alternative contractor whom the Lessor shall allow to provide such services for the Lessee in compliance with the Lessor's building standards and operation procedures.

PREVAILING WAGE

13. Lessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Lease when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Lease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Lease as though fully set forth herein.

DISASTER

14. In the event the leased premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Lessor(s) neglects and/or refuses to restore said premises to their former condition, then the Lessee may terminate this Lease and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Lessee during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area. Except as otherwise expressly provided by this Lease. Lessor shall not be liable to Lessee for any damages, including, but not limited to consequential damages, for all events, actions, or inaction that are beyond Lessor's reasonable control, including but not limited to, interruption or loss of business due to acts of war or terrorism, strikes or labor unrest, weather, disaster, catastrophe, flood or earthquake.

NO GUARANTEES

15. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessee unless endorsed herein in writing. And it is further understood that this Lease shall not be valid and binding, unless same has been approved by the CEO of Workforce Development Council Snohomish County or his or her designee. Any amendment or modification of this Lease must be in writing and signed by both parties.

LEGAL RELATIONS

16. Each party to this Lease shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. Each party to this Lease (Indemnifying Party) shall indemnify and defend the other party to this Lease from and against all claims asserted by persons not parties to this Lease, arising from or relating to the Indemnifying Parties breach of this Lease, negligence, intentional misconduct, or violation of law. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

REIMBURSEMENT FOR DAMAGE TO PREMISES

17. The Lessee hereby agrees to reimburse the Lessor for damages caused by the negligence of its employees, clients and agents, but in no event shall this paragraph be construed as diminishing the Lessor's duty to make repairs as set forth in preceding paragraphs of this Lease, or as making Lessee responsible for the repair of normal wear and tear.

HAZARDOUS SUBSTANCES

18. Lessor warrants to his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which if found on the property would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation. Lessee acknowledges that Lessor encountered some contaminated soils during construction of the Building as referenced in the State of

Washington's Department of Ecology letter to the City dated April 20, 1998. Lessor represents that it remedied such contaminated soils as required by existing law. Lessor shall indemnify and hold harmless the Lessee with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of any hazardous or toxic substances on the Premises, except for such substances as may be placed on the Premises by the Lessee.

Lessee shall not keep upon or about the Premises for use, disposal, treatment, generation, storage, demonstration or sale any substances that are hazardous, toxic harmful or dangerous, and/or which are subject to regulation as hazardous or toxic, dangerous, or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance (collectively referred to as "hazardous substances"). Lessee shall be responsible for any and all damages, costs, fees (including attorney's fees and costs), civil and criminal penalties, or clean-up costs assessed against or imposed as a result of Lessee's use, disposal, generation, storage, demonstration or sale of hazardous substances or that of Lessee's employees, agents or invitees. Breach of this provision shall entitle Lessor to terminate this Lease.

ADDITIONAL LEASE PROVISIONS

19. Except for those specific items identified under Sections 20-22, it is agreed that the Lessee has inspected the premises and accepts the premises "as-is" and that Lessor is not required to make any changes to the premises that is the subject of this Lease.

20. Lessor shall make all reasonable efforts to mitigate or repair those items identified on attached "Exhibit B".

21. Lessor shall install and maintain carbon monoxide detectors in the lease space.

22. Lessor shall respond to air quality complaints within 24 hours. Lessor will be responsible for performing investigation and/or testing. Lessor will be responsible for performing testing and resolution in response to any said complaints that are unresolved within a 72-hour period. Lessee shall reimburse the lessor for testing that does not reveal air quality outside safety standards.

WITHHOLDING OF RENT PAYMENTS

23. If the Lessor fails to maintain the premises the Lessee may withhold ten percent (10%) of rent payments until such time as Lessor completes deficient maintenance, repair and/or improvements that may be required. Lessee shall provide Lessor with a list of deficient maintenance, repair and/or improvement items and notify Lessor that Lessee will withhold rent payment until deficient maintenance, repair and/or improvements have been completed. Lessee shall place all withheld rent payments in an interest-bearing account. Withheld rent payments plus accrued interest will be remitted to Lessor after Lessee has verified that Lessor has satisfactorily completed all maintenance, repair and/or improvements. Nothing in this provision shall limit other remedies which may be available to Lessee under this Lease.

CONDEMNATION

24. Entire Taking

If all of the Premises, or such portions of the Premises or of the Building as may be required for the reasonable use of the Premises, are taken by eminent domain or under threat of eminent domain, this Lease shall automatically terminate as of the date title vests in the condemning authority and all Rent, Additional Rent and other payments shall be paid to that date.

24.1. Constructive Taking of Entire Premises

In the event of a taking of a material part of, but less than all of the Building, where Lessor shall reasonably determine that the remaining portions of the Building cannot be economically and effectively used by it (whether on account of physical, economic, aesthetic or other reasons). Lessor shall forward a written notice to Lessee of such determination not more than thirty (30) days after the date of taking. The term of this Lease shall expire upon such date, as Lessor shall specify in such notice but not earlier than thirty (30) days after the date of such notice.

24.2. Partial Taking

In case of taking of a part of the Premises, or a portion of the Building not required for the reasonable use of the Premises, then this Lease shall continue in full force and effect and the Rent shall be equitably reduced based on the proportion, if any, by which the floor area of the Premises is reduced, such Rent reduction to be effective as of the date title to such portion vests in the condemning authority,

24.3. Termination by Lessor

In the event that title to a part of the Building other than the Premises shall be so condemned or taken and if, in the opinion of the Lessor, the Building should be restored in such a way as to alter the Premises materially, the Lessor may terminate this Lease and the term and estate hereby granted by notifying the Lessee of such termination within sixty (60) days following the date of vesting of title, and this Lease and the term and estate hereby granted shall expire on the date specified in the notice of termination, not less than sixty (60) days after the giving of such notice, as fully and completely as if such date were the date set for the expiration of the term of this Lease, and the Rent hereunder shall be apportioned as of such date.

24.4. Awards and Damages

Lessor reserves all rights to damages to the Premises for any partial, constructive, or entire taking by eminent domain, and Lessee hereby assigns to Lessor any right Lessee may have to such damages or award, and Lessee shall make no claim against Lessor or the condemning authority for damages for termination of the leasehold interest.

Lessee shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which Lessee may be put for Lessee's moving expenses, business interruption or taking of Lessee's personal property (not including Lessee's leasehold interest), provided that such damages may be claimed only if they are awarded separately in the eminent domain proceedings and not out of or as part of the damages recoverable by Lessor.

ADVERTISING & SIGNS

25. Lessor must approve any signs in the common and public areas in advance in writing. Without Lessor's prior written consent, Lessee shall not inscribe or post, place, or in any manner display any sign, graphics, notice, picture, placard, or poster, or any advertising matter whatsoever, anywhere in or about the Premises or the Building at places visible (either directly or indirectly as an outline or shadow on a glass pane) from anywhere outside the Premises without first obtaining the Lessor's written consent thereto, which consent shall not be unreasonably withheld, provided such signs are consistent in size with the structure and consistent with the architectural and aesthetic aspects of the Building. Any such consent by Lessor shall be upon the understanding and condition that Lessee shall remove the same at the expiration or sooner termination of this Lease, and Lessee shall repair any damage to the Premises or the Building caused thereby.

LIENS

26. Lessee shall keep the Premises free from any liens arising out of any work performed and materials ordered or obligations incurred by or on behalf of Lessee or its members.

SURRENDER OF POSSESSION

27. Lessee shall promptly and peacefully surrender the premises to Lessor upon expiration or sooner termination of this Lease in as good condition as when received by Lessee from Lessor or as thereafter improved, reasonable use and wear and tear excepted.

NON-WAIVER

28. Waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant, or condition. Acceptance of Rent hereunder by Lessor subsequent to any breach shall not be a waiver of any preceding breach by Lessee, other than the failure of Lessee to pay the particular Rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such Rent.

DEFAULT

29. Default by Lessee. In the event of any breach of any provision of this Lease by Lessee, the breach shall be deemed a default entitling Lessor to the remedies set forth in 29.1., after Lessor has delivered to Lessee notice of the alleged breach and a demand that the same be remedied immediately; provided that, if the breach pertains to a matter other than the payment of rent, Lessee shall not be in default after receipt of the notice if Lessee shall promptly commence to cure the default and shall cure the default within twenty (20) days after receipt of the notice, or if the breach pertains to the payment of rent Lessee shall have seven (7) days after receipt of the notice to cure the breach; provided, however, if such default is non-monetary in nature and is not reasonably susceptible of being cured in said twenty (20) days, Lessee shall commence to cure such default within said period and diligently pursue such action with continuity to completion. If a breach has been cured within the grace periods permitted by this section it shall no longer constitute a default.

26.1. Lessor's Remedies. In the event of a material default, Lessor shall be entitled to terminate this Lease and to re-enter and take possession of the property. All rights and remedies of Lessor shall be cumulative, and none shall exclude any other right or remedy allowed by law.

REMOVAL OF PROPERTY

30. Regardless of any other provisions in this Lease, Lessee shall remove all of its trade fixtures, fixtures, and personal property without damage to the Premises at the expiration or sooner termination of this Lease and shall pay Lessor any damages to the Premises or building resulting from such removal. If Lessee fails to remove any of its moveable property, trade fixtures, or fixtures upon expiration or sooner termination of this Lease, it shall become the property of the Lessor.

MONTH TO MONTH TENANCY

31. If Lessee remains in possession of the premises after the expiration or termination of the Lease term, or any extension thereof, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy, Lessee shall pay all rent provided in this Lease or such other rent as the parties mutually agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to term and option to extend.

SUBORDINATION

32. So long as Lessor has fully performed under the terms of this Lease, Lessee agrees to execute, within ten (10) days of written request by Lessor, the state's standard Tenant Estoppel and Subordination Agreements.

CAPTIONS

33. The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

OVERDUE PAYMENTS

34. Any rent or other sums payable by Lessee to Lessor under this Lease that remain unpaid after Lessee has had an opportunity to cure non-payment, shall bear interest at a rate equal to twelve percent (12%) per annum.

NOTICES

35. Wherever in this Lease written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSOR: City of Everett - Real Property Manager
3200 Cedar Street
Everett, Washington 98201

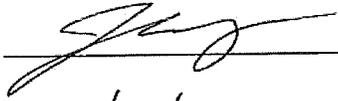
LESSEE: Workforce Development Council Snohomish County
808 134th St. SW, Suite 105
Everett, WA 98204

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

City of Everett

Workforce Development Council Snohomish County

Cassie Franklin, Mayor



Date

Date

9/2/2020

Attest: As to Form:

Sharon Fuller, City Clerk

David Hall, City Attorney

STATE OF WASHINGTON)
)ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Cassie Franklin signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the Mayor of the City of Everett, a municipal corporation, to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature of
Notary Public: _____

Printed Name: _____

My Commission Expires: _____

STATE OF WASHINGTON)
)ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Jay Emory signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the President of CEO of Workforce Development Council Snohomish County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/2/20

Signature of Notary Public: [Handwritten Signature]
Printed Name: Barbara Browning
My Commission Expires: 5/9/21

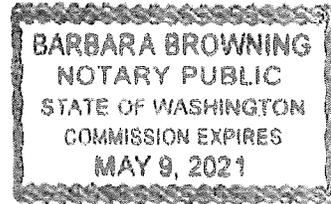
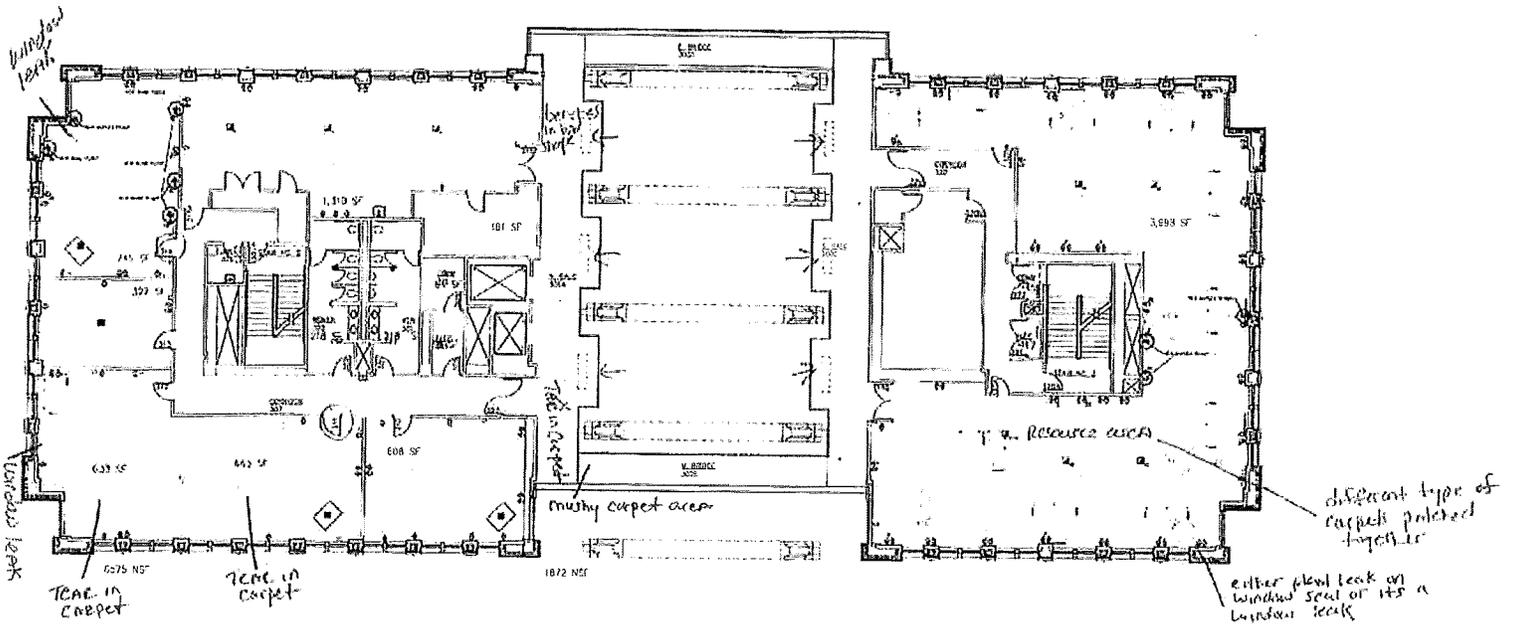
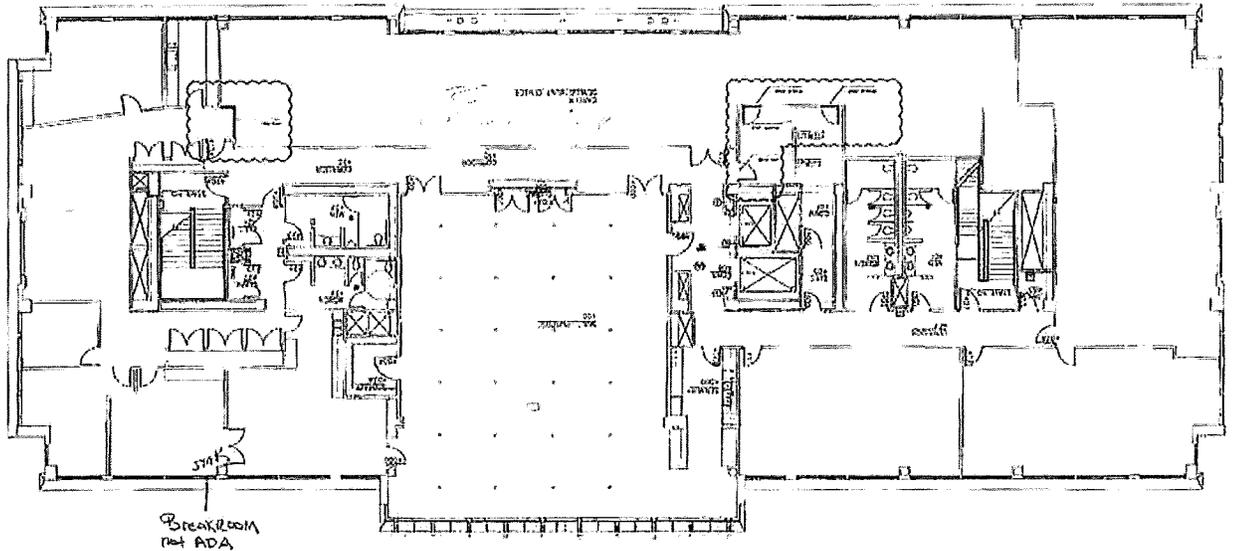


Exhibit A
See attached

3rd floor



4th Floor



Breakroom
not ADA

TRAIN



4th Floor

Exhibit B

Required repairs/safety items to be addressed for WorkSource Everett Lease

Agreement:

3rd Floor: * Window leak in 2 corner offices, and window sill
Tears in Carpeting
Benches six benches on perimeter walkway damaged - need to be
resealed/repaired

4th Floor: * No items to be addressed

Ventilation: Air quality needs to consistently meet federal and local area standards for health
and safety (Ref Lease section #22)

** see attached floor plan drawings for additional detail (Exhibit A)*